

# Sample Employment Offer And Contract

{DATE}

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THIS AGREEMENT is dated {date}

### PARTIES

A. This agreement is made on \_\_\_\_\_ between \_\_\_\_\_ (The Company) and \_\_\_\_\_  
(The Employee)

### AGREED TERMS

#### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement.

Appointment The employment of the Employee by the Company on the terms of this agreement.

Associated Employer Has the meaning given to it in the Employment Rights Act.

Board The board of directors of the Company (including any committee of the board duly appointed by it).

Commencement Date

Confidential Information information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any Group Company or any of their business contacts, including in particular (by way of illustration only and without limitation), treatment methods and patient information.

Group Company the Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.

Incapacity any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his duties.

Pre-Contractual Statement any undertaking, promise, assurance, statement, representation,

warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee's employment under this agreement which is not expressly set out in this agreement or any documents referred to in it.

Staff Handbook the Company's staff handbook as amended from time to time.

## Subsidiary and Holding Company

in relation to a company mean "subsidiary" and "holding company".

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 The schedules to this agreement form part of (and are incorporated into) this agreement.

## 2. TERM OF APPOINTMENT

2.1 The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other not less than one (1) months' prior notice in writing. The first three (3) months of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time on one (1) weeks' notice or payment in lieu of notice. The Company may, at its discretion, extend the probationary period for up to a further two (2) months. During the probationary period the Employee's performance and suitability for continued employment will be monitored. At the end of

the probationary period the Employee will be informed in writing if she has successfully completed his probationary period.

2.2 The Employee consents to the transfer of his employment under this agreement to an Associated Employer at any time during the Appointment.

### 3. EMPLOYEE WARRANTIES

3.1 The Employee represents and warrants to the Company that, by entering into this agreement or performing any of his obligations under it, she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on her and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if she is in breach of any such obligations.

3.2 The Employee warrants that he is entitled to work in \_\_\_\_\_ without any additional approvals and will notify the Company immediately if she ceases to be so entitled during the Appointment.

### 4. DUTIES

4.1 During the Appointment the Employee shall:

- (a) The Employee shall serve as \_\_\_\_\_, from the operation commencement date, will be responsible for \_\_\_\_\_.
- (b) unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Company and any Group Company of which he is an officer or consultant;
- (c) diligently exercise such powers and perform such duties as may from time to time be assigned to [him/her] by the Company, together with such person or persons as the Company may appoint to act jointly with her;
- (d) comply with all reasonable and lawful directions given to him by the Company;
- (e) promptly make such reports to CEO in connection with the affairs of the Company any Group Company on such matters and at such times as are reasonably required;
- (f) report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee

or director of the Company or any Group Company to CEO immediately on becoming aware of it;

(g) use his best endeavours to promote, protect, develop and extend the business of the Company;

and

(h) consent to the Company monitoring and recording any use that he makes of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes.

4.2 The Employee shall comply with the Company's anti-corruption and bribery policy and related procedures at all times.

4.3 The Employee shall comply with any rules, policies and procedures set out in the Staff Handbook, a copy of which has been made available to the Employee. The Staff Handbook does not form part of this agreement and the Company may amend it at any time. To the extent that there is any conflict between the terms of this agreement and the Staff Handbook, this agreement shall prevail.

4.4 All documents, manuals, hardware and software provided for the Employee's use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

## 5. PLACE OF WORK

5.1 The Employee's normal place of work is \_\_\_\_\_.

5.2 If the Employee and the Company agrees to travel on the Company's or any Group Company's business as may be required for the proper performance of his duties under the Appointment.

## 6. HOURS OF WORK

The Employee's normal working hours shall be 36 hours per week and such additional hours as are necessary for the proper performance of his duties. The Employee acknowledges that he shall not receive further remuneration in respect of such additional hours.

## 7. SALARY & COMMISSION

7.1 \_\_\_\_\_ will be paid.

7.2 The Employee's salary shall accrue from day to day and be payable monthly in arrears on the last day of each month directly into the Employee's bank or building society.

7.3 The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.

7.4 The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to the Company by the Employee.

## 8. EXPENSES

8.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.

8.2 The Employee shall abide by the Company's policies on expenses as communicated to her or set out in the Staff Handbook from time to time.

8.3 Any credit card supplied to the Employee by the Company shall be used only for expenses incurred by her the course of the Appointment.

8.4 The Company reserves the right and the Employee irrevocably authorises the Company, at any time during the Employee's employment, or in any event upon termination, to deduct from the Employee's wages/salary and/or any other monies due to the Employee, an amount equivalent to any of the following:

(a) any overpayment of wages, salary, remuneration or other payment made to the Employee during the course of this employment;

(b) the amount of any expenses claimed by the Employee and paid but subsequently disallowed by the Employer;

(c) the outstanding amount of any loan or advance made by the Employer to the Employee; and

(d) any cost of repairing any damage to or loss of property of, any fines or charges imposed upon or any other loss sustained by the Employer or any third party, caused by the Employee's breach

of contract or breach of the Employer's rules or as a result of the Employee's negligence or dishonesty.

## 9. HOLIDAYS

9.1 After the probationary period, the Employee shall be entitled to 28 days' paid holiday in each holiday year calculated on a pro rata basis by reference to a full-time entitlement of 5 days holiday each year including with the usual public holidays. If the Appointment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro-rata basis rounded up to the nearest whole day.

9.2 Holiday shall be taken at such time or times as shall be approved in advance by CEO. The Employee shall not without the consent of CEO carry forward any accrued but untaken holiday entitlement to a subsequent holiday year, unless the Employee has been unavoidably prevented from taking such holiday during the relevant leave year because of sickness absence or statutory maternity, paternity or adoption leave.

9.3 The Employee shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Appointment. Subject to clause 9.4 the amount of such payment in lieu shall be 1/260th of the Employee's full-time equivalent salary for each untaken day of the entitlement under clause 9.1 for the holiday year in which termination takes place and any untaken days carried forward from the preceding holiday year.

9.4 If the Company has terminated or would be entitled to terminate the Appointment under clause 12 or if the Employee has terminated the Appointment in breach of this agreement any payment due under clause 9.3 shall be limited to the Employee's statutory entitlement under the Working Time Regulations 1998 and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

9.5 If on termination of the Appointment the Employee has taken in excess of his accrued holiday entitlement, the Company shall be entitled to recover from the Employee by way of deduction from any payments due to the Employee or otherwise one day's pay calculated at 1/260th of the

Employee's full-time equivalent salary for each excess day.

9.6 If either party has served notice to terminate the Appointment, the Company may require the Employee to take any accrued but unused holiday entitlement during the notice period.

## 10. INCAPACITY

10.1 Subject to the Employee's compliance with this agreement and the Company's sickness absence procedures (as amended from time to time) and subject to clause 10.2, the Employee shall receive his statutory sick pay benefits during any period of absence due to Incapacity for statutory.

10.2 The Employee agrees to consent to medical examinations (at employee own expense) by a doctor nominated by the Company should the Company so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.

10.3 If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Board of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the Board may reasonably require. The Employee shall if required by the Company, refund to the Company that part of any damages or compensation recovered by her relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by her in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.

10.4 The rights of the Company to terminate the Appointment under the terms of this agreement apply even when such termination would or might cause the Employee to forfeit any entitlement to sick pay, health insurance or other benefits.

## 11. CONFIDENTIAL INFORMATION

11.1 The Employee acknowledges that in the course of the Appointment he will have access to



Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 11.

11.2 The Employee shall not (except in the proper course of his duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- (a) any use or disclosure authorised by the Board or required by law;
- (b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or

## 12. PAYMENT IN LIEU OF NOTICE

12.1 Notwithstanding clause 2, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Company is exercising its right under this clause 12 and that it will make within 28 days the first instalment of a payment in lieu of notice (Payment in Lieu) to the Employee. This Payment in Lieu will be equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this agreement during the notice period referred to at clause 2 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

- (a) any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
- (b) any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
- (c) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

12.2 The Company may pay any sums due under clause 12.1 in equal monthly instalments until the

date on which the notice period referred to at clause 2 would have expired if notice had been given. The Employee shall be obliged to seek alternative income during this period and to notify the Company of any income so received. The instalment payments shall then be reduced by the amount of such income.

12.3 The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 12.1. Nothing in this clause 12 shall prevent the Company from terminating the Appointment in breach.

12.4 Notwithstanding clause 12.1 the Employee shall not be entitled to any Payment in Lieu if the Company would otherwise have been entitled to terminate the Appointment without notice. In that case the Company shall also be entitled to recover from the Employee any Payment in Lieu (or instalments thereof) already made.

### 13. TERMINATION WITHOUT NOTICE

13.1 The Company may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

- (a) is guilty of any gross misconduct affecting the business of the Company or any Group Company;
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company;
- (c) is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his duties;
- (d) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against her ;
- (e) Is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or [the Company or any Group Company into disrepute or is materially adverse to the interests of the Company or any Group Company;

(f) Is in breach of the Company's anti-corruption and bribery policy and related procedures;

(g) Is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or

(h) Is unable by reason of Incapacity to perform his duties under this agreement for an aggregate period allowed under clause 10.1.

13.2 The rights of the Company under clause 13.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

#### 14. OBLIGATIONS ON TERMINATION

14.1 On termination of the Appointment (however arising) the Employee shall:

(a) Immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or any Group Company or its business contacts, any keys, credit card and any other property of the Company or any Group Company, which is in his possession or under his control;

(b) Irretrievably delete any information relating to the business of the Company or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises; and

(c) Provide a signed statement that she has complied fully with his obligations under this clause 14.1 together with such reasonable evidence of compliance as the Company may request.

14.2 On termination of the Appointment however arising the Employee shall not be entitled to any compensation for the loss of any rights or benefits under any [share option, bonus, long-term incentive plan or other] profit sharing scheme operated by the Company or any Group Company in which [he/she] may participate.

14.3 The Employee will indemnify the Company in respect of any liability incurred by the Company

as a direct consequence of the Employee's negligence, breach of contract, breach of duty or breach of trust in relation to the affairs of the Company.

## 15. DISCIPLINARY AND GRIEVANCE PROCEDURES

15.1 The Employee is subject to the Company's disciplinary and grievance procedures, copies of which are available from CEO. These procedures do not form part of the Employee's contract of employment.

15.2 If the Employee wants to raise a grievance, he may apply in writing to CEO in accordance with the Company's grievance procedure.

15.3 If the Employee wishes to appeal against a disciplinary decision she may apply in writing to CEO in accordance with the Company's disciplinary procedure.

15.4 The Company may suspend the Employee from any or all of his duties for a period of up to 15 days during any period in which the Company is investigating any disciplinary matter involving the Employee or while any disciplinary procedure against the Employee is outstanding.

15.5 During any period of suspension:

(a) the Employee shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;

(b) the Employee shall remain an employee of the Company and bound by the terms of this agreement;

(c) the Employee shall ensure that Clinic Manager / CEO knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);

(d) the Company may exclude the Employee from his place of work or any other premises of the Company or any Group Company; and

(e) the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company.

## 16. COLLECTIVE AGREEMENTS

There is no collective agreement which directly affects the Appointment.

## 17. RECONSTRUCTION AND AMALGAMATION

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Group Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

## 18. NOTICES

18.1 A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address or fax number given in this agreement or as otherwise notified in writing to the other party.

18.2 Any such notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address or given to the addressee;
- (b) in the case of pre-paid first class UK post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or
- (c) [in the case of pre-paid airmail, 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service; or
- (d) in the case of email, on the date and at the time of transmission.

18.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

18.4 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

18.5 This clause does not apply to the service of any proceedings or other documents in any legal

action.

## 19. ENTIRE AGREEMENT

19.1 This agreement and any document referred to in it constitutes the whole agreement between the parties (and in the case of the Company, as agent for any Group Companies) and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

19.2 Each party acknowledges that in entering into this agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.

19.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

19.4 Nothing in this agreement shall limit or exclude any liability for fraud.

## 20. VARIATION

No variation or agreed termination of this agreement shall be effective unless it is in writing. The Company reserves the right to vary the terms of employment contained in this Agreement. The Company will notify the Employee in writing within one month of such variation. This statement replaces all of the Employee's previous terms and conditions of employment with the Company.

## 21. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

## 22. THIRD PARTY RIGHTS

No person other than a party to this agreement may enforce any of its terms.

## 23. GOVERNING LAW AND JURISDICTION

23.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and

construed in accordance with the law of England and Wales.

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by

CEO

Signed by

The Employee

DISCIPLINE:

The disciplinary rules which apply to you:

- \* Good timekeeping: You must be ontime to all appointments and on the rare occasion that you may be late, you must contact the Office and the client to give them at least a 30 mins warning.
- \* Grooming: You must be well groomed, showered and smelling fresh with hair and make-up subtle and in keeping with the look of the company. If for any reason we feel this is not being achieved, you will be advised and given any help you may need.
- \* Absence: You must always give us prior notice of at least 48 hours. If you will not be absent from work for any reason. We understand that sometimes however sickness occurs unexpectedly therefore as soon as you feel unable to come to work please call or email the office.
- \* Poor or unacceptable standard of work will not be accepted.
- \* All clients must be treated with kindness and patience at all times. You should always be polite to client.
- \* Insubordination or refusal to comply with the proper order of an authorized supervisor. Intentional abuse or destruction, or negligence, in the care and handling of Company property. Unauthorized use of Company property.

- \* Theft and stealing of Company property or another employee's property.
- \* Violation of or refusal to comply with pertinent laws and regulations, and conviction of a felony or other charge involving moral turpitude. Disgraceful conduct, dishonesty or misconduct related to employment. Misappropriation of Company funds.
- \* Wilful, wanton, unreasonable, unnecessary or grossly negligent acts constituting brutality or cruelty to a Patient (which shall not include acts done necessarily and lawfully in self-defence or to protect the lives of others), will not be tolerated.
- \* Disclosure of confidential information to any person unless directed to do so by the Company Manager.
- \* Discourtesy to Patients while on the job or the use of profane or discourteous language toward a supervisor, another employee or a member of the public.
- \* Unauthorized or excessive absenteeism or patterns thereof, including tardiness without a reasonable explanation and sick leave abuse.
- \* Intentional falsification of an official Company document, including falsification of Patients History Forms and time cards, or of any written report or oral testimony required under any circumstances.
- \* Evidence of continued unsound judgment in performing official duties, including deliberate or careless conduct endangering the safety of oneself or others.
- \* Failure to meet the prescribed standards of work or performing incompetently or inefficiently.
- \* Any action which is harmful to the Company, its employees or any action or inaction which harms the Company's reputation or is likely to harm the Company's reputation with the public.
- \* Job abandonment involving absence from the job or inability to report for work due to reasons unacceptable to the Company.
- \* Indifference toward working, including, but not limited to, inattention, loafing, sleeping, wasting time, carelessness, or negligence.
- \* Leaving job-site area without permission, failure to remain at one's workstation or taking excessive time or more time than allowed on breaks or meal periods.



\* Performance of other forms of employment during working hours.

\* Failure to work with co-workers that leads to performance inefficiency or ineffectiveness.

Provoking, instigating or participating in a fight on duty.

\* Physical violence against another employee or a Client.

\* Workplace harassment, including sexual harassment, based on race, colour, religion, sex, national origin, disability, or age.

\* An employee has the right to appeal against a decision made after a disciplinary hearing.

\* You should make your application: In 7 days.

#### ABSENCE POLICY:

In case of incapacity for work (terms and conditions relating to sickness or injury and any provision for sick pay).

#### COMPANY PROCEDURES:

You must follow protocols at all times, this can be found in the office, please take some time to read through and understand what each protocol means. Any questions you may have please speak to the CEO who will be happy to help.

The Code of Conduct, must be applied even when working from partner companies as well as Home Visits.

Always make sure clients fill in and sign consent forms.

Make sure you are aware if payment needs to be taken or not.

#### HEALTH AND SAFETY

The Employer has a detailed health and safety policy a copy of which is available from the office.

The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

#### DATA PROTECTION ACT:

The Employee consents to the holding and processing of personal data provided by her to the Employer for all purposes relating to this employment, but not limited to administering and

maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to the Employee's fitness for work.

The Employee further acknowledges and agrees that the Employer may, in the course of its duties as an employer, be required to disclose personal data relating to her, after the end of her employment. This does not affect the Employee's rights under the Data Protection Act 1988.