



**EMPIRE LOCUMS
GUARANTEED HOURS EMPLOYMENT CONTRACT
FOR FLEXIBLE EMPLOYEES**

TERMS AND CONDITIONS OF EMPLOYMENT

Employer's name: Empire Locums (the "**Company**")

Employer's address: Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT

Employee's name: []

Employee's address: []

Definitions:-

Assignment: The period during which you are engaged to provide services to the Client.

Client: The person, firm or company to whom you are assigned to work.

Line Manager: The line manager of the Client to whom you report on a day to day basis.

Consultant: The Empire Locums Consultant responsible for the specific Client, based at the local Empire Locums branch.

In terms of the Employment Rights Act 1996 (the "**Act**") this document gives details of your terms and conditions of employment with the Company, as at the date of first assignment. You are also referred to the Company's Employee Handbook (a copy of which is issued with this contract) which contains additional relevant information.

1 JOB TITLE AND DUTIES

- 1.1 You are employed as an Administrator with effect from the date of first assignment.
- 1.2 You will be assigned from time to time to carry out work for Clients in your capacity as an Administrator. In carrying out that work you agree to work under the direction of the Client at whose premises you are assigned to work from time to time and to carry out those duties in a loyal and trustworthy manner.
- 1.3 You agree that you may be transferred to a new Assignment at any time, without restriction to location or Client, as directed by the Company.
- 1.4 You agree that the Company or the Client may terminate an Assignment at any time without prior notice or liability. Termination of an Assignment is not termination of your employment.
- 1.5 Whilst employed by the Company you must comply with all the Company's rules, regulations and policies from time to time in force and any rules which the Client may require you to observe whilst working on their premises.
- 1.6 The Company will try to obtain Assignments for you. You acknowledge that there may be times when no Assignments are available.

2 COMMENCEMENT OF EMPLOYMENT

- 2.1 Your period of continuous employment with the Company will commence on the date of first assignment.
- 2.2 No employment with a previous employer counts as part of your period of continuous employment with the Company.

3 REMUNERATION

- 3.1 Whilst on Assignment you will be entitled to be paid in respect of the hours that you work. Payment will be made weekly in arrears directly into your bank account subject to deduction of tax and national insurance in respect of hours worked in the preceding week. You have no entitlement to pay in respect of any period when you are not on Assignment.
- 3.2 Your basic rate of pay will be no less than the current National Minimum Wage currently in force per hour worked. Enhanced rates may be applicable during specific Assignments. Rates of pay may differ from one Assignment to another and you will be notified in advance of the specific rate applicable for each particular Assignment. You will be provided with such information at the beginning of each Assignment.
- 3.3 In addition to the basic rate of pay the Company may, at its absolute discretion, make bonus, commission, or



incentive payments on such terms and on such conditions as the Company may, from time to time, decide and determine. There is no contractual or other entitlement to such payments and any scheme or practise in relation to the same may be revised or withdrawn at any time at the Company's absolute discretion.

- 3.4 For the purposes of the Employment Rights Act 1996, sections 13-27, you agree that the Company may deduct from your remuneration any sums due from you to the Company including, without limitation, your pension contributions (if any), any overpayments, loans or advances made to you by the Company and holiday pay under Clause 9.3(b).



4 **EXPENSES**

- 4.1 You will be reimbursed for any expenses properly incurred in connection with your duties in accordance with the Company's expenses policy as amended from time to time.
- 4.2 You may be entitled to a payment of a travel and food allowance ("MAP") which will be paid weekly in arrears directly into your bank account and will not be subject to deduction of tax and national insurance (see Employee Handbook for further information and details of eligibility). The Company reserves the right not to pay a travel and food allowance ("MAP") if the Client advises us not to do so.

5 **HOURS OF WORK**

- 5.1 The Company guarantees to offer you a minimum of 336 hours in each successive 12 month period of continuous employment paid at a rate at least equivalent to the National Minimum Wage currently in force. For employees who work part time this shall be pro-rated based upon a 35 hour week. There is no entitlement to be offered minimum hours, or any particular number of hours, in any period of continuous employment of less than 12 months. The provisions of the Apportionment Act 1870 shall not apply to this contract. Your hours of work will vary according to the requirements of the Company and the Client. It is a condition of your employment with the Company that you work flexibly in accordance with the Client's requirements whilst on assignment with that Client though at all times you will remain subject to the overall control of the Company. You acknowledge that there may be periods when a particular Client has no work available for you and your attention is drawn to Clause 3.1 above. The Company can assign you to such other work as it has available with any other Client at any location and your attention is drawn to the provisions of Clause 5.3 below.
- 5.2 The Company will give you as much advance notice as is reasonably practicable of the hours you will be required to work.
- 5.3 It is a condition of your employment that you undertake work when required by the Company. If, without good cause, you decline or refuse to work on any particular assignment then the same shall be regarded as gross misconduct entitling the Company to terminate your employment.
- 5.4 Where overtime rates are applicable you will be notified of this at the start of any Assignment.

6 **PLACE OF WORK**

Your normal place of work will be **BRANCH ADDRESS** however you will be required to work at any of the Clients' premises as the Company may require from time to time. The Company may change your normal place of work by giving you such notice as is reasonably practicable in the circumstances and your attention is drawn to Clause 5.1 above.

7 **NOTICE**

- 7.1 If you wish to terminate your employment, you must give the Company one week's notice in writing.
- 7.2 The Company must give you the following periods of prior written notice to terminate your employment:-
- (a) immediate notice if you have been continuously employed for less than 4 weeks;
 - (b) two weeks notice if you have been continuously employed for more than 4 weeks but less than 2 years; or
 - (c) three weeks notice if you have been continuously employed for more than 2 years but less than three years with an additional week's notice for every year of continuous employment thereafter up to a maximum of 13 weeks notice for 12 or more years of continuous employment;
- whichever is greater.
- 7.3 There is no guarantee that work will be available during any notice period.
- 7.4 The Company reserves the right to terminate your employment without notice in the event of gross misconduct and you are referred to Clause 5.3 and to the Employee Handbook. For the avoidance of doubt Clause 5.3 and any examples contained in the Handbook do not represent an exhaustive list of circumstances that might constitute gross misconduct.
- 7.5 When you are not on Assignment you are obliged to contact the Company at regular intervals to confirm your availability to undertake further assignments. If you do not terminate your employment in accordance with Clause 7.1 above then, in the event that you fail to contact the Company for any continuous period of four weeks following the end of your last Assignment, you expressly agree that you will be deemed to have given notice of termination of your employment with immediate effect.

8 **AGE DISCRIMINATION AND RETIREMENT**

The Company is committed to implementing the provisions of the Employment Equality (Age) Regulations 2006, and it does not have a policy of automatic normal retirement at age 65. In the event that you are in the employ of the Company on or beyond your 65th birthday and are served with a Notice of Intention to terminate your employment by reason of retirement then you still have the right to request to continue working beyond the then stated intended retirement age and the Company will consider that request. Any such request must be made in



writing and in accordance with the provisions of the Employment Equality (Age) Regulations 2006, the Company policies and procedures. If you believe that you have been discriminated against by reason of age and wish to raise a grievance in respect of the same, or if you wish to make a request to work beyond a specified retirement date, then please refer to your Employee Handbook for details of the relevant policy and procedures.



- 9 **HOLIDAYS AND HOLIDAY PAY**
- 9.1 The Company's holiday year runs from the date of your first Assignment until the first anniversary of that date.
- 9.2 Your entitlement to holidays and holiday pay is as detailed in the Employee Handbook.
- 9.3 When your employment terminates:
- (a) if you have accrued annual leave but you have not taken the holidays, the Company will pay you the appropriate holiday pay for each day that you have not taken;
- (b) if you have taken more holidays than you have accrued in terms of the statutory holiday entitlement for that holiday year, you will be required to pay to the Company the appropriate holiday pay for each day's holiday that you have taken in excess of your accrued statutory entitlement.
- 10 **SICKNESS OR OTHER ABSENCE**
- 10.1 If you are absent from work for any reason you must inform your Consultant prior to the commencement of your agreed start time on your first day of absence and on any subsequent days of absence.
- 10.2 Any absence due to sickness, injury or accident, should be covered by a self-certification form and any sickness that continues for more than 7 consecutive days (including weekends), must be covered with a medical certificate to cover that absence. If you remain absent from work, you must produce a medical certificate to cover the entire period while you are absent. The medical certificate must state the reason for the absence. If you do not follow these requirements, you may lose your entitlement to Statutory Sick Pay ("SSP"). You may also be subject to disciplinary action in terms of the Company's disciplinary policy.
- 10.3 If you are absent from work due to sickness, injury or accident, and you comply with the requirements in this Clause and your earnings are sufficient to trigger entitlement to SSP in terms of the relevant legislation from time to time, you will be paid SSP.
- 10.4 The Company reserves the right to require you to undergo a medical examination conducted by a doctor nominated by the Company, at the Company's expense.
- 11 **PENSION**
- 11.1 The Company operates a stakeholder pension scheme which you may be entitled to join. Further details of this stakeholder pension scheme can be found in the Employee Handbook.
- 11.2 A contracting-out certificate under the Pension Schemes Act 1993 is not in force in respect of your employment.
- 12 **CONFIDENTIALITY**
- 12.1 During your employment by the Company, you may learn trade secrets or confidential information which relates to the Company or any Client. Unless you are required to do so in the proper performance of your duties, you must not:
- (a) divulge or communicate to any person;
- (b) use for your own purposes or for any purposes other than those of the Company or, as appropriate, any Client; or
- (c) cause any unauthorised disclosure, through any failure to exercise due care and attention, of; any trade secrets or confidential information relating to the Company or any group company or any Client. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information.
- These restrictions apply both while you are employed by the Company, and after your employment with the Company terminates. The restrictions will cease to apply to any information which becomes generally available to the public, otherwise than through a failure by you to observe these restrictions.
- 12.2 The Company may require you to enter into a specific agreement in relation to confidentiality issues or in respect of any inventions or discoveries you may make during the course of an Assignment.
- 13 **DATA PROTECTION**
- 13.1 By signing this statement, you acknowledge and agree that the Company is permitted to hold personal information about you as part of its personnel and other business records, and that the Company may use such information in the course of the Company's business.
- 13.2 You agree that the Company may disclose information about you to third parties if the Company considers that to do so is required for the proper conduct of the Company's business or that of any associated company. This Clause applies to information held, used or disclosed in any medium.
- 14 **GRIEVANCE AND DISCIPLINARY MATTERS**
- 14.1 The disciplinary rules which apply to you are contained in the Employee Handbook. You should ensure that you read the Company's disciplinary policy.
- 14.2 If you have a grievance about your employment, you are entitled to raise a complaint in terms of the Company's



grievance policy. The grievance policy is contained in the Employee Handbook. All grievances should be directed to the Company and not to the Client.

- 14.3 The grievance and disciplinary procedures are not contractually binding on the Company. The Company may alter them, or omit any or all of their stages, where it considers it appropriate.

15 **HEALTH AND SAFETY**

You should comply with the Health and Safety policy as contained in the Employee Handbook whilst working under the Client's control. You must also comply with the Client's Health and Safety policy and arrangements at all times whilst you are on assignment.

16 **COLLECTIVE AGREEMENTS**

There are no collective agreements which affect your terms of employment.

17 **CALL MONITORING**

During the course of an Assignment, telephone calls (or portions of telephone calls) may be monitored and/or recorded for quality control, customer service, employee training, security and other lawful purposes by the Client. In addition the Client may monitor the use you make of e-mail and the internet. You hereby consent and agree to such monitoring and recording. Your consent shall be ongoing and need not be confirmed prior to, or during such monitoring or recording.

18 **CHANGES TO TERMS OF EMPLOYMENT**

- 18.1 The Company reserves the absolute right to vary or change any of your terms and conditions of employment.
18.2 You will be given not less than one month's written notice of any significant changes, which may be given by way of an individual or general notice. You will be deemed to have accepted those changes at the expiry of the notice period. If you object to the changes then you must notify the Company accordingly in writing before the expiry of the notice period however the Company's right to vary or change terms and conditions remains absolute.

19 **PREVIOUS CONTRACTS**

Any contract of employment which was previously issued to you by the Company will cease to have any effect on the date upon which you commence work under this contract. This contract will supercede any previous contract, whether of employment or for services.

20 **ELIGIBILITY TO WORK IN THE UK**

You confirm that you are legally entitled to work in the United Kingdom. If the Company discovers that you do not have permission to live and work in the United Kingdom, or if your permission to do so is revoked, the Company will be entitled to terminate your employment immediately without giving you any notice or paying you in lieu of notice. The Company can do so in those circumstances without giving you any warning in terms of the Company's disciplinary procedure.

21 **DRIVING**

- 21.1 During the course of an assignment you must not use your personal motor vehicle for business purposes without the express prior permission of the Company.
21.2 During the course of an assignment should you be requested by the Client to undertake any driving duties whatsoever you must contact the Company for express prior permission to carry out such duties.

Dated

200[]

Signed by

For and on behalf of the Company

Print Name

I acknowledge that I have received a duplicate copy of this contract (along with the Employee Handbook), I have read and understood the same and I agree to be bound by all the terms contained in it.

By my signature hereof I authorise the Company to make deductions from salary or final payments due to me as specified herein.



Dated

200[]

Signed by Employee

Print Name



**OFFICE COPY
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GUARANTEED HOURS EMPLOYMENT CONTRACT
FOR FLEXIBLE EMPLOYEES**

TERMS AND CONDITIONS OF EMPLOYMENT

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Employer's address: Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT

Employee's name: []

Employee's address: []

Definitions:-

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respect of hours worked in the preceding week. You have no entitlement to pay in respect of any period when you are not on Assignment.

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contributions (if any), any overpayments, loans or advances made to you by the Company and holiday pay under Clause 9.3(b).

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whichever is greater.

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the Company on or beyond your 65th birthday and are served with a Notice of Intention to terminate your employment by reason of retirement then you still have the right to request to continue working beyond the then stated intended retirement age and the Company will consider that request. Any such request must be made in writing and in accordance with the provisions of the Employment Equality (Age) Regulations 2006, the Company policies and procedures. If you believe that you have been discriminated against by reason of age and wish to raise a grievance in respect of the same, or if you wish to make a request to work beyond a specified retirement date, then please refer to your Employee Handbook for details of the relevant policy and procedures.



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- (b) use for your own purposes or for any purposes other than those of the Company or, as appropriate, any Client; or
- (c) cause any unauthorised disclosure, through any failure to exercise due care and attention, of; any trade secrets or confidential information relating to the Company or any group company or any Client. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information.
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- 21.2 During the course of an assignment should you be requested by the Client to undertake any driving duties whatsoever you must contact the Company for express prior permission to carry out such duties.

Dated 200[]

Signed by
For and on behalf of the Company

Print Name

I acknowledge that I have received a duplicate copy of this contract (along with the Employee Handbook), I have read and understood the same and I agree to be bound by all the terms contained in it.

By my signature hereof I authorise the Company to make deductions from salary or final payments due to me as specified herein.



Dated

200[]

Signed by Employee

Print Name