

Sample Contract of Employment

**[*NAME OF NATIONAL GOVERNING BODY*] (the “Employer” )**

**CONTRACT OF EMPLOYMENT**

**NAME**: BOB SHERUNKLE

**ADDRESS**: 49 THE STREET, ROATH, CARDIFF

**DATE**: 9 SEPTEMBER 2003

The basic terms and conditions of your employment are as set out in this Contract of Employment (the "Contract"), your offer letter, the Employer’s Handbook (the “Handbook”) and the Employer’s policies, procedures and rules as may be introduced and/or amended from time to time. Together these documents incorporate the written particulars of employment required to be given to you by statute. There are no collective agreements affecting your terms and conditions of employment.

1. Duration of Contract

Your employment with the Employer under this Contract commenced on 1 October 2003 and shall continue, subject to your terms and conditions of employment, until the earlier of *the* *completion of the Millennium Project*  or 31 March 2004 being the end of a fixed period of 6 months or unless your employment is terminated earlier in accordance with clause 14.

1. Period of Continuous Employment

No period of employment prior to your start date counts as part of your period of continuous employment and accordingly your period of continuous employment for the purposes of the Employment Rights Act 1996 commenced on the Commencement Date.

1. Job Title and Flexibility

3.1 You are employed as Project Co-ordinator reporting to the Chief Executive.

3.2 You are expected to perform all duties which may be required of you in this role and as set out in the attached Job Description. You must comply with all reasonable directions given to you and observe all the policies, procedures and rules of the Employer as may be introduced and/or amended from time to time.

3.3 The Employer operates a policy of job flexibility and the Employer may, at its discretion, require you to perform additional or other duties, whether skilled or unskilled, not within the scope of your normal duties and may at its discretion amend your Job Description at any time.

1. Place of Work

4.1 Your normal place of work is our office in the High Street, Cardiff. The Employer may require you however to work at such other locations on a temporary basis as the Employer may from time to time require. The Employer reserves the right to relocate you on reasonable notice to such other locations as the Employer may from time to time require.

4.2 You may be required to travel throughout the UK in order to fulfil the duties of your employment. If using your own car to undertake work related travel you are required to ensure that you have adequate insurance cover for business use.

1. Normal Working Hours

5.1 Your normal working hours are 20 hours per week to be worked at such times as the Employer reasonably requires.

5.2 You are required to work such additional hours as may be necessary or appropriate from time to time to enable you to carry out your duties properly. You shall not be entitled to receive any additional remuneration for work outside your normal hours.

5.3 The Employer reserves the right, if it reasonably requires, to increase, reduce and/or otherwise vary or alter your hours or times of work

1. General Obligations During Employment
2. During your normal working hours and at such other times as may reasonably be required of you, you shall devote the whole of your time, attention, skill and abilities to the performance of your duties under this Contract and shall act in the best interests of the Employer. You shall not undertake any work or employment, other than for the Employer, during your hours of work.

6.2 Outside your normal hours of work, you shall not be entitled to be employed by, work for and/or be engaged by other parties and/or carry out any other sporting, physically recreational and/or associated activities of a paid or unpaid nature, unless you obtain prior written consent from the Employer. Such consent shall not be unreasonably withheld, delayed or withdrawn.

6.3 Save in the proper performance of your duties and subject always to sub-clause **6.5**, you shall not, at any time, use, copy, disclose, communicate and/or publish or enable or cause any person to become aware of and/or use, copy, disclose, communicate and/or publish any confidential information which you receive or obtain during the course of or as a result of your employment with the Employer.

6.4 Save in the proper performance of your duties and subject always to sub-clause **6.5**, you shall not, either during your employment or after its termination, make any statement or give any interviews to the media in relation to the Employer or any of its employees, members or workers without the prior written consent of the Employer.

6.5 The obligations contained in sub-clauses **6.3** and **6.4** shall not apply to:-

* any information which you are ordered to disclose by a court or tribunal of competent jurisdiction or otherwise required or permitted to disclose by law; and
* any information which is (otherwise than as a result of your breach of sub-clauses **6.3** or **6.4**) available to the public generally.

6.6 You agree that you shall, whenever requested by the Employer and in any event on the termination of your employment, promptly return to the Employer all property belonging to the employer in your possession, custody or control. You acknowledge and agree that, on termination of your employment, you shall not be entitled to retain and shall not retain any property.

6.7 The Employer foresees that, during the course of your employment, you may create, originate, conceive, discover, design, develop and/or make works in or relating to which there may be intellectual property rights. Subject to the provisions of the Patents Act 1977, all intellectual property rights in or relating to all or any works made during the course of your employment shall belong to and is the absolute property of the Employer.

6.8 You are required to inform the Employer if you are offered and/or receive any gifts or hospitality in connection with your work for the Employer. The Employer reserves the right to require you to refuse any such gifts or hospitality and/or to return them.

6.9 The provisions of sub-clauses **6.2 – 6.7** above shall continue to apply following the termination of your employment, howsoever arising, without limitation in point of time.

1. Remuneration

Rate of Pay

7.1 You are entitled to be paid at the rate of £50 per hour. Your salary will be paid monthly in arrears, normally on [ ] by credit transfer.

7.2 Your rate of pay will be reviewed regularly. Your rate of pay will not necessarily increase as a result of the review.

Expenses

7.3 You are entitled to be reimbursed for all reasonable expenses properly incurred in the performance of your duties in accordance with the Employer’s Expenses Policy. A copy of the Employer’s Expenses Policy is contained in the Handbook. The Employer reserves the right to amend, vary or alter the policy on expenses at any time.

### Deductions

7.4 For the purposes of Part II of the Employment Rights Act 1996 and otherwise you consent to the deduction of any sums owing by you to the Employer at any time from your salary or any other payment due from the Employer to you. You also agree to make any payment to the Employer of any sum owed by you to the Employer on demand by the Employer at any time.

1. Benefits

8.1 Pension Scheme

The Employer will contribute to a personal pension scheme of your choice, as follows, provided that the pension scheme is approved by the Employer and any appropriate funding body. The Employer will, subject to you making your own contribution into the scheme, match the amount of your contribution up to a maximum of [ ]% of your gross basic salary.

1. Holidays and Holiday Pay

9.1 The Employer's holiday year runs from 1st January to 31st December inclusive. Your pro-rata entitlement, based on the number of hours you work, is to 4 public holidays and 15 working days paid holiday in each year.

9.2 All holiday pay will be calculated at your basic rate of pay and will be subject to normal deductions.

9.3 Your entitlement to holidays shall, subject to the provisions of clause 9.5 below, accrue pro rata throughout each holiday year. For the purpose of calculating the amount of accrued holiday entitlement, only complete calendar months will count. You will not, except in exceptional circumstances, be permitted to take more than 10 working days holiday at any one time.

9.4 You are encouraged to take your full holiday entitlement each year. Any holiday entitlement outstanding at the end of the holiday year shall not be carried forward to any subsequent year (except in exceptional circumstances) and the Employer will not make any payment in lieu of any holidays not taken.

9.5 If you leave the Employer's employment the following applies:-

1. You will be paid in lieu of any accrued but untaken holiday entitlement which may exist as at the date of termination of your employment.

* If by the termination of your employment you have taken more holidays than you have accrued, you will be required to repay to the Employer pay received for holidays taken in excess of your basic holiday entitlement. Any sums so due may, if necessary, be deducted from any money owing to you from the Employer.

9.6 You must obtain authorisation from the Employer before making any holiday arrangements. The date of holidays must be agreed with the Employer and a Holiday Request must be completed and authorised by the Employer at least 14 days prior to your proposed holiday dates.

1. Sickness Absence

Sickness Absence Reporting

10.1 Full details of the Employer's requirements for reporting and certifying absence are contained in the Handbook. Failure to comply with the notification and certification procedures may result in disciplinary action and non-payment of sick pay.

Sick Pay

10.2 Subject to you complying with the above notification and certification requirements, plus any additional rules introduced from time to time, you will, if eligible, be paid Statutory Sick Pay in accordance with the legislation applying from time to time. For the purpose of Statutory Sick Pay, your qualifying days are Monday to Friday.

10.3 The Employer does not operate a sick pay scheme other than Statutory Sick Pay.

Medical Examination

10.4 The Employer reserves the right at any time to require you to undergo a medical examination by your doctor and/or any other doctor nominated by the Employer including a consultant or other specialist.

1. Data Protection

11.1 The Employer may, for the purposes of your employment, hold, use or otherwise process personal data and sensitive personal data, as these terms are defined in the Data Protection Act 1998, relating to you. Details of this are set out in the Handbook.

11.2 For the purposes of the Data Protection Act 1998, you explicitly consent to the processing of personal data and sensitive personal data relating to you by the Employer for any purpose which reasonably arises out of and/or in connection with your employment with the Employer.

11.3 You are require to inform the Employer immediately of any changes to any personal data relating to you which the Employer may hold, use or otherwise process including your name, address and emergency contact telephone numbers.

11.4 The Employer reserves the right to carry out the following monitoring of employees:

* random personal searches of you and your personal belongings, including without limitation the contents of lockers, bags, briefcases and vehicles
* random drugs and alcohol screening
* monitoring and recording of telephone calls
* monitoring of email and internet use

Details of the monitoring undertaken by the Employer are contained in the Communications Policy.

1. Health and Safety

12.1 The Employer recognises that safe working practice is a joint concern for the Employer and its employees. The Employer is responsible for ensuring that working conditions conform to statutory requirements. To comply with these requirements there must be an acceptance on your part to act in a responsible manner and not to indulge in unsafe working practices.You are required at all times to observe and co-operate with safety procedures.

12.2 You are required to familiarise yourself with the Health and Safety regulations in force and to ensure that at all times you take care not to endanger yourself or any other person. You are required at all times to observe the Health and Safety Policy of the Employer.A copy of the Policy is available from the Chief Executive.

12.3 You should be aware that irrespective of any action taken by the Employer, if you are found contravening safety regulations you could be liable to criminal proceedings under the provisions of the Health and Safety at Work etc Act 1974.

1. Disciplinary and Grievance Procedures

13.1 The Employer's Disciplinary and Grievance Policies and Procedures are set out in the Handbook. The Disciplinary and Grievance Procedures do not form part of your contractual terms and conditions of employment. You are also referred to the Employer's policies on Harassment and Bullying and The Disclosure of Suspected Wrongdoing and Ethical or Legal Concerns.

13.2 The Employer may, in its absolute discretion, suspend you on full pay pending the outcome of any investigation or process undertaken under any of the above procedures.

1. Notice Period

14.1 Your employment is subject to a probationary period of 1 months from the commencement date. The length of your probationary period may be extended if the Employer in its absolute discretion deems it appropriate.

14.2 During your probationary period, this Contract can be terminated by either party giving to the other not less than one day’s written notice.

14.3 Subject always to the statutory minimum notice requirements, following the end of your probationary period, this Contract can be terminated by either party giving to the other not less than one week’s written notice.

14.4 The Employer reserves the right to pay salary in lieu of notice.

14.5 The Employer reserves the right to terminate your employment without notice or salary in lieu of notice in appropriate circumstances. Appropriate circumstances include, but are not limited to, situations of gross misconduct, gross incompetence and/or gross negligence.

14.6 Upon you reaching the Employer's normal retirement age of 65 years your employment, if not previously terminated, shall automatically terminate without compensation, damages or notice being given to you.

1. Garden Leave

15.1 Once notice to terminate your employment has been given either by you or by the Employer, the Employer shall be entitled, at its absolute discretion to require you to remain in the employment of the Employer throughout the notice period or any part of it, but without being provided with any work and the Employer shall be entitled to exclude you from any premises occupied by or belonging to the Employer.

15.2 In the event of the Employer exercising any or all of its rights pursuant to this clause 15, the contractual obligations of each party (including but not limited to the Employer's obligation to pay you or provide you with your contractual benefits and your obligations under clause 6 of this Contract) shall continue unaffected.

1. General

Prior Agreement

16.1 This Contract takes effect in substitution for all previous agreements, contracts and arrangements whether written or oral or implied between the Employer and you relating to the your employment, all of which contracts, agreements and arrangements shall be deemed to have been terminated by mutual consent as from the date of commencement of your employment under this Contract.

Interpretation and Definitions

16.2 The headings to the clauses are for convenience of reference only and shall not affect the meanings or construction of anything contained in this Contract.

16.3. References to the singular shall include the plural and vice versa and references to the masculine shall include the feminine.

Jurisdiction

16.5 This Contract shall be governed by and interpreted in accordance with English and Welsh law and each of the parties submits to the exclusive jurisdiction of the English and Welsh Courts and Tribunals as regards any claim or matter arising under this Contract.

Signed for and on behalf of [*Insert Name of National Governing Body*]

by

Signature of Authorised Signatory ................................................. Date ............................................

Name of Authorised Signatory ................................................

I accept employment on the terms outlined in this Contract.

Signature of Employee .................................................. Date ...........................................

Name of Employee ................................................

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