

EMPLOYEE STANDARD TERMS & CONDITIONS

This document sets out the main terms and conditions of your employment with the Company, and sets out the particulars that the Employer is required to give to you under the Employment Rights Act 1996 and which apply as of 16 June 2014.

This document should be read in conjunction with the Company handbook which also sets out the Company rules, policies and other **important terms** of your employment. Before signing and agreeing your employment with the Company in this document you must read the handbook in conjunction with this as you are specifically agreeing to the terms of this contract and of the handbook which form your full terms of employment.

This is an important legally binding document and you are strongly advised to:

- Read each term as detailed in the 23 sections very carefully
- Raise queries before signing this document if you do not understand any of the terms
- Ensure that you obtain independent advice if you do not understand any of the terms
- Sign and date the document on page 9 to confirm that you have read, understood, obtained independent advice if necessary and you agree to all the of terms contain herein and in the team handbook.

1 Title of Employment and Duties

Typical regular duties are set out in your job description

We reserve the right to amend your job role at anytime according to the needs of business. It may also be necessary for you to take over duties not normally undertaken, particularly during holiday periods or during the absence of other colleagues. In order that the Employer or any other Associated or Subsidiary Company can operate most effectively, it is an express condition of your employment that you are prepared to transfer to alternative roles and duties if the needs of the business require it.

You are expected to carry out your role with a primary duty to the welfare and care of the people who live with us at all times. In view of the regulated environment the Employer reserves the right to appoint a person to your duties when you are absent and it reserves the right to appoint someone to work with you carrying out your duties if the Employer considers this necessary at any point.

2 The Probationary Period

The first 9 months of your employment are a probationary period. During this period your performance will be assessed by your Manager/Supervisor. If the Employer is not satisfied with your performance, conduct or suitability in its sole discretion you may be dismissed at any time during this period with your statutory notice. The Employer reserves the right to extend the probationary period should the required standard of performance, conduct or suitability not be met in the sole discretion of the employer.

3 Place of Employment

Your normal place of work is as detailed on the Schedule of Contractual Terms. It is envisaged that you will be permanently based at this location and there is no expectation to request you to move your place of work. However if requested by the Employer or by you and if agreed in writing by you and by the Employer, you may work at, and change your normal place of work to any other premises operated by the Employer or any other associated or subsidiary company.

You will not be required be required to work outside the United Kingdom.

4 Remuneration

You will be paid at the pay rate set out in your Schedule of Contractual Terms or at a new rate which has been communicated to you in correspondence following any pay review which will

normally be at the end of September in any year. Please note the Employer reserves the right not to increase its pay rates even where it has increased them regularly in the past.

The Company pays four weekly, by transfer direct into a bank or building society account nominated by you. You will normally be paid two weeks in arrears after the end of the four weekly pay period to which your pay relates. A schedule of payroll dates is available from your Manager.

You must provide us with an email address upon commencing employment with which we can communicate with you and send your payslips to. We would prefer that you use a Gmail address as these are the most compatible with the Company's email systems.

If you have been inadvertently overpaid or underpaid for any reason you must send an email to payroll@evolvecaregroup.com immediately with clear detailed information with any supporting evidence. We cannot accept verbal wage queries or queries made through a third party. The over or underpayment will normally be corrected at the next scheduled pay run. If it is discovered that you were overpaid, we reserve the right to deduct the overpayment from your salary or recover any debt from you personally. So if your pay looks a larger amount than you were expecting then we would urge you to check it immediately.

Overtime is defined as any hours worked over and above your overtime threshold. This will be calculated on an average basis over the 4 week pay period. Any hours worked over and above this threshold will be paid at the rate of pay detailed on your Schedule of Contractual Terms. Any overtime worked does not accrue holiday. Overtime that is guaranteed by contract or overtime that the employee is obliged to work may accrue holiday pay.

5 Hours & Breaks

You are normally required to work your contracted weekly hours from Friday to Thursday inclusive (to include all public holidays) according to a shift rota drawn up by the Employer. However your hours will be averaged over a four week rolling period. This means that you can work more hours in some weeks and less in others. For further details consult with the Company Handbook. In the event you are suspended you may be required to complete your normal hours for the four week period during shifts that you do not normally work.

You are entitled to a 20-minute break for each full continuous period of 6 hours. It is expected that you will normally be able to finish your work within your normal hours. However, you may be requested to work additional shifts or additional hours if required at the request of the Employer. (If you consider the care of one or more of the people living with us require you to work extra hours then you must seek the prior consent of your manager to work the extra hours required. Working extra hours without consent may lead to you not being paid for those extra hours although the Company will always recognise the importance of the welfare of the people who live with us). You may be required to alter the timing of your break according to the needs of the business and in particular the needs of the people who live with us in your care. Resident welfare will take priority over break times at all times and the Employer will give you a compensatory break later on where necessary. The Employer reserves the right to vary your hours and/or amend the shift pattern or breaks i.e. the number of hours worked in a shift, which could result in an increase/decrease in the number of hours worked each week.

Any requests for specific off-duty days or shift changes should be made as early as possible, but no less than 7 days in advance, to your Manager in writing. It will not always be possible to vary the shift requirements.

Signed: _____

Dated: _____

Lunch breaks should be taken in the team members' room or preferably with the people who live with us. All other breaks are encouraged to be taken with the people who live with us or visitors to the home. All breaks must only be taken with the prior approval of the manager on duty and strictly only for the time specified

Hours worked on New Year's Day, Good Friday, Christmas Day, and Boxing Day will be paid at the enhanced rate if specified on your Schedule of Contractual Terms.

6 Annual Leave

You are entitled to annual leave in each year which relates directly to your normal contract hours. Your holiday entitlement is specified on the Schedule of Contractual Terms. Annual leave can only be taken with prior written approval of your manager.

Bank/Public Holidays are considered normal working days and it is a condition of your contract that you work on these days when requested, other than when a period of leave, such as holiday, has been agreed in writing advance.

Your annual leave year starts on the anniversary of your start date. You are not permitted to take annual leave during the first three months of your probationary period although it does accrue during this period. No holiday requests will be approved over the Easter, Christmas or New Year periods unless authorised in writing by a Director of the Company.

On commencement of employment you are required to advise your Manager of any pre existing holiday plans you have.

You are not permitted to take annual leave in lieu of notice.

The Employer retains the right to stipulate dates when annual leave must or must not be taken.

Full rules relating to holiday are detailed in the Employee Handbook provided with this contract.

7 Incapacity Due to Sickness or Injury and Absence from Work

Rules relating to absence management including absence due to sickness and injury (including provisions relating to sick pay) are set out in the Employee Handbook provided with this contract.

Under the absence management procedures or where information is required about any underlying condition or fitness to work we may request that you authorise a medical report by your GP, or a medical report by a medical expert or Occupational Therapist of the Employer's choice. If you do not agree to this request, the Employer will have to make the relevant decisions about your continued employment based on the information available.

8 Pension

Automatic enrolment NOW scheme: The Company uses the National Employment Savings Trust (NOW) for pension provision and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the NOW scheme) from the start of your employment. You will be subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. Full details of the NOW scheme, including conditions of eligibility and the rates of contributions, can be obtained by emailing payroll@evolvecaregroup.com

You will pay at least the minimum contributions to the NOW scheme as may be set by legislation and/or as may be required by the Company from time to time and the Company will also pay the minimum contributions to the NOW scheme as may be set by legislation and/or as it may designate from time to time. Your contributions to the scheme will be deducted from your salary

and paid into the scheme.

A contracting-out certificate is not in force in respect of your employment.

9 Notice

Your employment is not envisaged to be for a fixed term and provided you pass the probationary period it is envisaged that it will be permanent subject to notice of termination.

In the event that you or the Employer wish to terminate this contract the following notice provision will apply:

- (i) You are obliged to give a minimum of four week's written notice to terminate your employment.
- (ii) Your Employer is obliged to give you statutory notice in order to terminate your employment.
- (iii) The Employer reserves the right to dismiss you without notice or pay in lieu of notice in the event of gross misconduct.
- (iv) At the sole discretion of the Employer payment in lieu of notice may be made and your employment may be terminated immediately with the normal contract hours pay that you would have received in the notice period paid to you as a lump sum subject to deductions. Alternatively, the Employer may require you to work your notice period as normal or to stay away from the workplace and be based at home during your normal working hours on call. In this case you may not contact your colleagues or the people who live in the home.
- (v) If you decide to end your employment with the Employer at anytime you agree to inform your Line Manager before pursuing alternative employment.

10 Disciplinary Procedure

The Employer's rules, and disciplinary and dismissal procedure are shown in the Employee Handbook which may be altered or updated from time to time. It is your responsibility to familiarise yourself with these. It should be noted that the Employer reserves the right not to apply the disciplinary procedure in cases where the employee has less than two years of employment service.

The Employer also reserves the right to terminate employment summarily in cases of gross misconduct.

The Employer also reserves the right under its procedure to introduce disciplinary sanctions of demotion with an appropriate reduction in pay or suspension as disciplinary outcomes in cases which it considers appropriate.

11 Grievance Procedure

A copy of the grievance procedure, which may be altered or updated from time to time, applicable to your employment is set out in the Employee Handbook provided with this contract.

12 Collective Agreements

There are no collective agreements that directly affect the terms and conditions of your employment.

13 Deduction from Wages

If during or on termination of your employment you owe any money to the Employer you agree that the Employer has the right to deduct this sum from your wages or any other monies it owes to you. By signing this agreement, you expressly consent to any such deduction/s pursuant to the Employment Rights Act 1996. Circumstances in which deductions may be made by the employer include, but are not limited to the following:

- a. Loans including any advances of pay or bonuses.
- b. Outstanding Rents or Deposits payable to any Associated or Subsidiary Company or Director.

- c. Excess of annual leave taken over and above accrued entitlement at the end of your employment.
- d. Excess of expenditure claimed by you or incurred by you.
- e. Excess of any other payment made to you by the employer.
- f. training costs should your employment be terminated for any reason (other than no fault dismissal) within 12 months of being incurred by the Employer or any associated or subsidiary company for you in accordance with the terms in the handbook subject to a maximum of £1000.
- g. the costs of replacement or repair for loss or damage to Employer property (including Company vehicles or an insurance excess) or the property of a subsidiary Company or resident.
- h. the cost of a DBS enhanced check or update for you if you leave within 12 months of the date of the check in accordance with the terms in the handbook subject to a maximum of £100.
- i. Costs of personal phone calls made using Employer phones.
- j. Damages for the cost of replacement or repair of any materials or equipment damaged or not returned by you to the employer at the end of your employment including, but not limited to key fob.
- k. any additional costs incurred by the Employer because you did not work your notice period in breach of this contract subject to a maximum of £5,000.
- l. any third party recruitment costs if your employment is terminated within twelve months of commencement in accordance with the terms of the handbook and any supporting documentation about the bonus. Subject to a maximum of £5,000.
- m. The cost of any parking ticket or motoring fine paid by the Company but incurred at your responsibility in a Company vehicle while you were responsible for it.
- n. Repayment of bonuses paid within the last six months prior to your termination date

14 Policies & Procedures Manual

The Policies and Procedures Manual is separate from the Employee handbook. The Policies and Procedures manual relates just to the policies and procedures which apply in detail. It is a contractual requirement that you familiarise yourself with and comply with the contents of the Policies and Procedures Manual relevant to the Home at which you are working, a copy of which can be found in the office of that Home.

15 Drugs & Alcohol

The use of illegal drugs (to include new psychoactive substances previously known as legal highs) or alcohol in the workplace may lead to disciplinary action that could result in your dismissal. We reserve the right to test for either drugs or alcohol. If you refuse to co-operate then we will assume that the reason is due to the reading being positive and therefore we will assume a positive result. Either a positive test or a refusal to co-operate may be treated as gross misconduct under the Employer's disciplinary procedure.

16 Ethics & Standards of Conduct

- a) You are required to comply with all of the Employer's current policies and procedures relating to conduct and behaviour including but not limited to: time reporting, confidentiality, the equal opportunities policy, the harassment and bullying policy and all other policies. Any non-contractual policies in the policies and procedures manual the Employer reserves the right to amend at any time without giving notice to you.
- b) You are not authorised to enter into any contract, similar commitment or sign any document in the name of the Employer unless expressly authorised in advance, in writing by your Manager or Director or other authorised official of the Employer. In any case you should be aware of any limits to your authority level and will be personally responsible for any expenditure authorised by you in excess of your authority in your role.

- c) You must take a personal responsibility for reporting to the Manager or the Director or official of the Employer any practice or reasonably suspected practice or incident which may be detrimental to the provision of care or contrary to legislation or Care Regulations or which may in any way adversely impact the reputation or good standing of the employer. This will be treated in the strictest of confidence and you should not fear any repercussions for your actions whether upheld or not. For further information please obtain the “Whistle blowing” policy statement
- d) You or anyone associated with you must not accept any money, gifts or other benefits from any of the people living with us, their families or any supplier or any 3rd party associated with the Employer of any value unless you make a full disclosure immediately to your Manager and wherever possible obtained the prior approval of your Manager in writing. Breach of this condition of employment may be considered a serious Gross Misconduct offence and may result in summary dismissal. Where you make full disclosure immediately the Company will help you manage how to respond and whether to accept or reject the gift. The Company purposefully has a standard no gift policy so there is clarity of the professional relationship between team members and the people who live with us.
- e) You must not undertake any other employment or long term voluntary commitment without first obtaining written permission from your Manager. This permission may be refused if it is reasonably considered that your obligations to the Employer may be impacted by your external commitments. This information is also essential to ensure that you comply with the Working Time Regulations (see the company handbook).
- f) Any information acquired by you about the Employer, its services, its Clients and its business generally including but not limited to all emails, documents, policies, records, electronic files and communications (all of which are not in the public domain and constitute confidential information) must be held confidentially and should not be divulged to any third party at any time during or after your employment without the express written authorisation of a Director of the Company. In the course of your duties you may have access to Client or Team Member records. Unauthorised disclosure or removal or unauthorised use of such information about individuals will lead to disciplinary action which may include dismissal and also legal proceedings being issued. You will also be deemed as personally responsible if you fail to comply with Data Protection legislation.
- g) Policies, Procedures and other documents including but not limited to emails, documents, policies, records, electronic files and communications developed for or used by the Company will always remain the intellectual property of the Company. As such, unauthorised use, disposal, disclosure or removal which could lead to a potential loss of a competitive advantage to another competitor despite the investment in them could lead to disciplinary action which may include dismissal and you remaining liable for damages or any other equitable relief which the Employer may seek if a competitor uses them to the detriment of the Company.

17 Special Conditions

- a) Please note that the commencement and continuation of your Contract of Employment is subject to the receipt of references satisfactory to us. Furthermore commencement and continuation of your contract is subject to satisfactory DBS enhanced disclosure check and if applicable NMC Registration at the sole discretion of the employer. The Employer pays a fee for the check and or update to be carried out on all team members. Liquidated damages in respect of any fee as per the handbook will be deducted from your final salary should you leave the Company’s employment within 12 months of the DBS enhanced check or update.
- b) In order to protect to the Employer’s vulnerable clients, your position is exempt from

certain provisions of the Rehabilitation of Offenders Act 1974. In the event that you are charged or convicted of any criminal offence during the course of your employment you must inform your Manager immediately. You must inform your Manager immediately if you discover, during the course of your employment, that you have been included on the Disclosure Barring Service List.

- c) The Company has a jewellery wearing policy; please refer to the Policies and Procedure Manual for full details.

18 Standards of dress

Uniforms are not provided by the Company but we expect you to wear dress appropriate to the environment that you are working in. Please remember that you will come into contact with professionals and members of the public and it is important to present a good image with regard to your appearance and personal hygiene. You must wear sensible closed toe footwear at all times for health and safety reasons.

19 Eligibility to work in the United Kingdom

The commencement and continuation of your Contract of Employment is subject to you being entitled at all times and on the same terms and conditions as herein to work in the United Kingdom, and to do the work that you have been offered. In the event that the above entitlement varies, expires or is cancelled at any time or for any reason, you must inform your manager immediately. In the event of the above the Company will not be able to continue your employment and the Employer will have no choice but to terminate your contract immediately.

20 Communications

The Company operates a green efficient policy on communications.

All employees are required to provide an email address which will be used for the provision of payslips and Company communications. It is your responsibility to update the Company in writing of any change in your email address. We recommend the use of Gmail as it is free and compatible with Company systems.

21 Employee Handbook

A copy of the Employee Handbook is available on the Company website and can be requested by emailing hr@evolvecaregroup.com. The contents of the Handbook will be varied from time to time by the Employer subject to consultation and with 28 days notice. It is an important part of your employment contract terms that you familiarise yourself with, keep up to date with any amendments to, and follow the rules, policies and procedures detailed in the Company handbook. Please ensure you understand the changes and apply them where necessary in your everyday work.

22 Variations to this Agreement

Any variations to this agreement must be in writing and signed by a Director of the employer.

23 Changes to Your Contract of Employment

The Employer reserves the right to amend the provisions of your contract of employment from time to time. If matters included in this contract are altered you will be consulted and given 28 days notice.

Acceptance of this Offer of Employment

Signed: _____

Dated: _____

This Schedule of Standard Terms and Conditions, your Offer of employment, Company Handbook, Job Description, Application Form and Medical Questionnaire together comprise the contract of employment between you and the Company. You warrant that any information which you have provided during the application process is true and accurate and you acknowledge that such information was relied upon in offering your employment based on these terms and conditions. You agree that this Contract of Employment may be terminated without notice if, at any time, any such information is found to be inaccurate or misleading.

Please sign and return the duplicate copy of this Contract of Employment to indicate your acceptance of its terms and receipt of the Employee Handbook.

Acknowledgement by Employee

I, the undersigned, hereby acknowledge by signing below that I have read each term as detailed in the 23 sections very carefully, have raised any queries and/or obtained independent advice in regard to any terms that I did not understand and confirm that I now fully understand all of the terms and conditions contained in this contract of employment.

I also confirm receipt of the Company Handbook and Job Description a copy of which I have read, signed and returned to acknowledge receipt.

If I do not sign, date and return a copy of this document before my employment commences or within ten days of issue and I do not inform the Employer in writing that I do not wish to confirm acceptance then I will be deemed to have accepted all the terms and conditions detailed within and the accompanying documents.

Signed:.....

Dated:

Time:

Witnessed by:

Signed:

Dated:

This document sets out the terms and conditions of your employment with the Employer, and sets out the particulars that the Employer is required to give to you under the Employment Rights Act 1996 and which apply as of 01 November 2016

Signed:

For and on behalf of the Employer

Dated: