

CONTRACT OF EMPLOYMENT

This Contract of Employment is dated

and is between V.S.I. Vacational Studies International Limited a company incorporated in England and Wales (registered number: 01147578) trading as Vacational Studies, whose registered office is at 34 Rose Street, Wokingham, Berkshire RG40 1XU ("**the Company**" or "**us**" or "**we**") and

[NAME OF EMPLOYEE] ("**you**") of [ADDRESS].

1. Start and end dates and role

Your employment (and your continuous employment) under this contract will start on 4 July 2020 and shall continue, subject to the remaining terms of this contract, until it terminates on 1 August 2020 without the need for notice, unless previously terminated by the Company in accordance with Clause 7. No period of employment with any previous employer counts as part of your period of continuous employment with us.

Your appointment and your continuing employment are at all times conditional upon your being permitted to work in the UK.

The job is as described on www.vacationalstudies.com/jobs/(the post you applied for). You may be required to undertake other duties from time to time as we may reasonably require.

2. Location

You will be based at The Mary Hare School, Arlington Manor, Chieveley, Newbury RG14 3BQ. You agree to perform your duties in such other place or places as we may reasonably require from time to time, such as on trips.

3. Remuneration and expenses

Pay for the above fixed-term period is £X which shall accrue from day to day and will be paid at the end of the period of employment, on or about 1 August 2020, by bank transfer. If you wish, we shall pay you 25% of this sum at the end of the first week of employment by bank transfer and deduct this from the sum paid at the end.

All pay is subject to deductions for income tax (if applicable) and national insurance contributions and other authorised deductions or deductions required by law. You authorise us to deduct from your salary or other payments due to you any money which you may owe to the Company at any time.

We will reimburse to you all reasonable travelling (other than travelling to and from the job) and other expenses which are reasonably, wholly, necessarily and exclusively incurred by you in the performance of your duties and which have been authorised by a director in advance.

4. Working Hours and overtime

Normal working hours will be flexible and as described on [www.vacationalstudies.com/jobs/\(the post you applied for\)](http://www.vacationalstudies.com/jobs/(the post you applied for)), unless otherwise agreed with the Company. These hours will typically be between 09.00 and 15.00 on six days a week for teachers and more variable hours for non-teaching staff with a lunch break of one hour, but will be notified to you in advance. You may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration.

Please complete the attached form to confirm whether you wish to opt out of the 48-hour limit on a week's work. If you do not opt out, the Company must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must keep the Company informed of the hours that you work for third parties so that it can comply with this obligation.

Overtime working that may be a practical necessity may attract additional payment, to be authorised and agreed with a director in advance.

5. Time Off

You will be entitled to take 2 full days' paid holiday during the course of your employment detailed at Clause 1. A director must agree your holiday dates in advance and may refuse a request having regard to the reasonable requirements of the business. We reserve the right to require you to take holidays on particular dates. If so, you will be given reasonable notice, which may be shorter than notice under the Working Time Regulations 1998.

When your employment ends, you will be paid in lieu of any accrued but untaken holiday.

6. Sickness

If you are unable to work the hours agreed due to sickness, you must notify Ian Mucklejohn of the reason for your absence as soon as possible but no later than 08.00 on the first day of absence.

If you satisfy the qualifying conditions laid down by law, you will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness or injury during your employment, but you will not be entitled to any other payments from the Company during such period. For SSP purposes, your qualifying days will be [Monday] to [Friday].

7. Notice Period

Within the first month of your employment, the Company may terminate your employment with immediate effect. In the unlikely event that your employment continues for more than one month, either party may end your employment at any time by giving the other party not less than one week's prior written notice. We may at our discretion terminate your employment without notice and make a payment of basic salary in lieu of notice.

We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit gross misconduct, or if you cease to be entitled to work in the UK. Examples of gross misconduct include acts of dishonesty, theft, violence, drunkenness, drug abuse, inappropriate use of the internet on company equipment, behaviour that in the opinion of the directors affects the ability of the directors to safeguard children and young people, or serious or persistent breach of the terms of this agreement.

8. Best efforts

At all times during your employment by the Company you will use your best efforts to promote and protect the interests and reputation of the Company, will obey all lawful and reasonable directions or instructions from time to time given to you by a director or any other authorised person, and will comply with our rules, regulations and policies from time to time in force.

9. Pensions

The Company will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.

10. Grievance

Your attention is drawn to the grievance procedure applicable to your employment, which will be in accordance with the ACAS Code of Practice on Discipline and Grievance. This procedure does **not** form part of your contract of employment. If you wish to raise a grievance you may apply in writing to a director.

11. Disciplinary Procedure

If the Company believes that you may be in breach of your terms and conditions of employment or your conduct or job performance is below standard, you may be subject to the following disciplinary procedure, which will be supported by the ACAS Code of Practice on Discipline and Grievance. This procedure does **not** form part of your contract of employment.

The procedure is designed to help an individual improve an area of unsatisfactory performance and to ensure that all staff are treated in a fair and consistent manner.

In some cases an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under the remainder of this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

You have the right to state your point of view prior to any formal disciplinary sanction being issued and to appeal against any formal decision that is taken. You have the right to be accompanied by a colleague or trade union representative to any formal disciplinary meeting that may be held.

There are various stages of warning and the level adopted is determined by the seriousness of the circumstances and each case will be assessed on its own merits. The usual penalties for misconduct or poor performance are below:

- a) Stage 1 First Written Warning – It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.
- b) Stage 2 Final Written Warning – This will be given for misconduct where there is already an active written warning on your record or as a first warning for a sufficiently serious offence, even though there are no other active warnings on your record. The final written warning will contain a statement that any further misconduct or unsatisfactory performance will result in dismissal.
- c) Stage 3 - Dismissal. It will usually only be appropriate for further misconduct where there is an active final written warning on your record, or any gross misconduct regardless of whether there are active warnings on your record.

We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.

If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to a director within 2 working days of the notification to you of the directors' decision. If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.

Appeals will be conducted by a director not previously involved in the disciplinary action or, if there is none, by an independent arbitrator. Appeals will be held as soon as practical after the notice requesting an appeal has been received.

12. Confidentiality

Our Data Privacy Notice can be found [here](#).

You shall not use or disclose to any person, either during or at any time after your employment by the Company, any confidential information about the business or affairs of the Company or any of its business contacts, or about any other matters which may come to your knowledge as a result of your employment. For the purposes of this clause, 'confidential information' means information relating to:

- a) the Company and its plans, procedures and services offered;
- b) the individuals who work at the Company and their personal details and information; or
- c) the clients (including the students and their family members) and suppliers of the Company and their commercially sensitive information.

The restriction in this clause does not apply to a) prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996, or b) use or disclosure that has been authorised by the Company or is required by law or in the course of your duties.

All documents, manuals, hardware and software provided for your 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. Any Company property in your possession and any original or copy documents obtained by you in the course of your work for the Company shall be returned to a director at any time on request and in any event at the end of your employment.

13. Criminal Records Check

Due to the nature of your role, you hereby consent to the carrying out of checks as to your suitability for the role (including but not limited to checks with the Disclosure and Barring Service (DBS) or any national equivalent body) at any time.

You must immediately inform the Company if, at any time during your employment, you are arrested in relation to, charged with, summonsed for, or convicted of a criminal offence of any nature. Your contract of employment is subject to maintaining a satisfactory criminal record.

The Company reserves the right to check your criminal records by accessing the DBS Update Service (or national equivalent) and the Company may terminate your

contract of employment at any time without notice if any change in this status during your employment means you fail to comply with, or no longer meet, the requirements of the role and this Clause 13.

14. Amendments

The Company reserves the right to make reasonable written amendments to the terms of this agreement. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

15. Severability

If any provision or part of this agreement is void or found to be void, unenforceable or invalid by a court of competent jurisdiction, its remaining provisions or parts will remain in full force and effect.

16. Governing Law

This agreement shall be governed and interpreted in accordance with the laws of England.

17. Force Majeure

Should an event out of the control of the Company – such as a pandemic or natural or man-made catastrophe – prevent the Course from taking place in part or whole or restrict or prevent participants coming to it, this agreement will be voided.

18. Entire agreement

This contract is the entire agreement between you and the Company in relation to its subject matter and replaces all previous agreements and arrangements (whether written or oral, express or implied) relating to your employment by us. Any such previous agreements and arrangements will be deemed to have been ended by mutual consent as from the date of this contract.

The information contained in this contract contains the particulars required for a written statement under section 1 of the Employment Rights Act 1996. There are no particulars applicable to your employment relating to collective agreements which directly affect the terms and conditions of your employment, or working outside the United Kingdom for more than one month.

Signed for and on behalf of Vacational Studies by:

I agree to the above terms and acknowledge receipt of the information required for a written statement of particulars under the Employment Rights Act 1996.

Signed by [EMPLOYEE]:

**ANNEX
WORKING TIME ELECTION FORM**

Please tick one of the boxes below and sign and date this form. Completed forms should be returned to Ian Mucklejohn. We are unable to offer you any work until we have received this form.

I **wish to opt-out** of the 48-hour working week restriction under the Working Time Regulations 1998.

You may terminate this agreement by giving three months' written notice at any time.

I **do not** wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998.

Signed:

Dated: