

Written Statement of Terms and Conditions of Employment

This contract of employment is between:

1. Name of Employer : Lisa Lashes School of Music Ltd ("the Organisation")
22 West Green Road, London, England, N15 5NN

2. Name of Employee : **[NAME]** ("the employee")

This contract is drawn up in accordance with the requirements of the Employment Rights Act 1996 and other relevant employment legislation and sets out the terms and conditions of your employment with the Organisation.

3. Commencement of Employment : Your employment with the Organisation will commence on **[DATE]**. No employment with a previous employer or Lisa Lashes School of Music Ltd Organisation counts as part of a period of continuous employment.

You warrant that you are entitled to work in the United Kingdom without any additional approvals and will notify the Organisation immediately if you cease to be so entitled during your employment.

4. Conditions of Employment : This post is excepted under Exceptions Orders to the Rehabilitation of Offenders Act 1974 and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) (Amendment) Regulations 2007.

This offer of employment is subject to the Employer receiving:

- Verification of identity;
- Proof of relevant qualifications including verification of professional status (where required);
- Satisfactory medical clearance;
- Disclosure and Barring Service Check
- Satisfactory references; and
- Evidence of permission to work in the United Kingdom.

If the results of any of these recruitment checks are unsatisfactory, this offer of employment is rendered void. The employee would have no rights under the procedures adopted by the Organisation's board and would be required to leave employment with immediate effect.

5. Normal Place of Work : Your normal place of work will be **[VENUE ADDRESS]**.

However, you may be required to work at other locations within the UK according to the needs of the Organisation as are notified to you by the Directors or the appropriate Manager appointed by the Directors.

The Organisation reserves the right to change your permanent place of work to within a 15-mile radius of **[ADDRESS]**.

6. Job Title and Duties : You are employed as a **[POSITION]** and you are required to undertake the duties as set out in your job description, which does not form part of your contract of employment.

You may be required from time to time to undertake other such duties as the Organisation may reasonably require commensurate with your salary grade or you may be assigned to work for a subsidiary Organisation.

- 7. Reporting Line** : You will be responsible to **[NAME AND TITLE OF LINE MANAGER]**.
- 8. Hours of Work** : Full time post holders are required to be available to work for up to 1265 hours of directed time over 195 days per calendar year. Overall hours for all staff should be reasonable. These hours would normally be worked during the Organisation's standard working week starting from Monday 06:00 hours to Friday 18:00 hours. Whilst your standard hours of work are 37.5 hours, each week you will be expected to work such hours, as are necessary, to fulfil the duties and responsibilities of your post.
- Within any 6-hour period, you should take a minimum unpaid rest break of 20 minutes and this rest break should be taken away from your desk or usual place of work.
- Under the Working Time Regulations, you are entitled to daily and weekly rest periods. The Organisation will comply with the terms of the Working Time Regulations including statutory unpaid rest breaks which must be taken as agreed with your Manager. Please refer to Appendix 1 and complete accordingly.
- 9. Pay** : Your gross pay is calculated at the rate of **£XX, XXX** per annum. Your salary will be paid monthly in arrears on or around the last working day of the month. Payment will usually be direct into your bank account by the BACS payment system.
- The Organisation is authorised to deduct any sums due to it from your salary.
- 10. Holidays** : Your holiday year begins on 1st January and ends on 31st December each year, during which you will receive a paid holiday entitlement of 28 days inclusive of any public/bank holidays which you may choose to request (entitlements are pro-rata to for part-time employees). In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year. Conditions relating to the taking of holidays are shown in the Employee Handbook to which you should refer.
- Holiday will be accrued at the rate of 2.33 days per full month worked and your holiday pay will be based on 1/260 of your annual gross salary
- Due to the nature of our business the employees' holidays coincide with periods of the school closure and public holidays, details of which will be in the Employee Handbook.
- In the event of termination of employment, holiday entitlement will be calculated as 8.33% of the annual entitlement for each completed month of service during that holiday year and any holidays accrued but not taken will be paid for.
- However, in the event of you having taken any holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final wages.
- 11. Sickness/Injury
Absence and Sick
Pay Policy** : There is no contractual sickness/injury payments scheme in addition to SSP. Conditions relating to SSP payments are shown in the Employee Handbook to which you should refer.

12. Notice Periods

: After successful completion of the probationary period, a minimum of 4 week's written notice applies on either side to terminate the employment (except in cases of summary dismissal for gross misconduct), as provided for in the table below.

The same notice period applies whether given by you or the Organisation and this will vary depending on your length of employment with the Organisation as follows:

Length of Employment	Notice Period
Up to 2 years' employment	4 weeks
Over 2 years' employment	1 week for each complete year of employment up to a maximum of 12 weeks' notice after 12 or more complete year's continuous employment.

The Organisation reserves the right to terminate your employment without notice and to pay you your salary and any accrued holiday entitlement (with no entitlement to any other benefits) in lieu of notice of termination of your employment or (where notice has been given) of any balance of the notice period.

The Organisation shall be entitled during any period of notice given to terminate your employment to direct you to perform no further duties and to direct that you shall not enter or remain on any (or any specified) premises of the Organisation and any such direction may be given subject to any condition which the Organisation in its discretion shall determine.

13. Terms Conditions of Employment

and : During employment, terms and conditions of employment will be in accordance with the following operational standards, policies and procedures:

- Accessibility Policy
- Admissions Policy
- Anti-bullying Policy
- Behaviour Policy
- Complaints, Compliments and Feedback
- Curriculum Policy
- Diabetes Policy
- First Aid Policy
- GDPR Data Protection Policy
- Health & Safety Policy
- Lone Worker Policy
- Partnership Agreement
- Pupil Assessment Policy
- Privacy Policy
- Safeguarding Policy
- SEND Policy
- Terms and Conditions
- Trip, Visit & Outdoor Education Policy
- Website Privacy Policy

- Employee Handbook

- 14. Collective Agreements** : Your terms and conditions of employment are not directly affected by any collective agreements.
- 15. Grievance Procedure** : While it is intended that the Organisation will offer an enjoyable and harmonious place to work, should you have any query or complaint about your employment or the working environment, it is important that the matter is raised and dealt with quickly and professionally. To achieve this, we have a standard procedure (designed to ensure that a grievance receives attention at the earliest practicable time) set out in the Organisation's Handbook. This procedure does not form part of your contract of employment.
- If you have a grievance, you should raise it by writing to Silvana Kill, HR Manager including any grounds for your grievance.
- 16. Monitoring Performance** : You and your Line Manager will attend a periodic performance reflection meeting (unless otherwise agreed). The performance reflection meetings will be the forum for the ongoing review of your role. The Performance Reflection meetings shall:
- 16.1: Take place following your 4-week, 8-week and 12-week probationary review meetings;
- 16.2: Take place at such location and time (within normal business hours) as you may reasonably require unless otherwise agreed in advance; and
- 16.3: Be fully documented within the Performance Reflection form, by your Line Manager. The completed document will be agreed and signed by both the employee and Line Manager and used as a working document for all Performance Reflection meetings.
- 17. Capability & Disciplinary Rules** : Appropriate standards of behaviour and performance of duties must be maintained by all staff; these will be notified by the Organisation and may vary from time to time in accordance with both "best practice" and the relevant statutory requirements.
- While the Organisation aims to employ staff, who have the qualities necessary for working within our venues, disciplinary action may be necessary in circumstances where behaviour does not meet a reasonable standard. Performance of duties will be dealt with under the Capability Policy.
- A copy of the Organisation's formal disciplinary procedure, which does not form part of your contract of your employment, is set out in the Organisation's Handbook.
- 18. Pension** : The Organisation operates an auto-enrolment pension scheme which has been approved by the government. Should you qualify, you will be auto-enrolled into the scheme and you should opt out, should you not wish to be part of the scheme. Further details are available from HR/ Finance.
- 19. Deduction from Pay** : The Organisation may deduct from your salary, or any other sums owed to you any money owed to the organisation.
- 20. Summary Termination of your Employment** : If you are guilty of gross misconduct or gross negligence or there are any other grounds justifying immediate dismissal, the Organisation may terminate your employment without notice. The Organisation's disciplinary procedure, which does not form part of your contract and is contained in the Organisation Handbook, contains a non-exhaustive list of matters which may result in the summary termination of your employment.

21. Suspension During Employment: : In the case of suspected misconduct, you may be suspended from duty by the Organisation by notice in writing on contractual remuneration at any time and for such reasonable period as the Organisation considers necessary to enable it to investigate the suspected misconduct. The suspension will be reviewed on a regular basis.

22. Data Protection : You shall comply with all relevant data protection legislation and/or any **Lisa Lashes School of Music Ltd** policy regarding data protection when processing personal data during employment including personal data relating to any employee, or supplier of **Lisa Lashes School of Music Ltd**.

In order to manage your contract of employment and for related purposes, such as updating and enhancing our records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention, you have supplied us with your personal data and we can therefore process, use and disclose personal data about you as is necessary in compliance with data protection legislation. Some data may be supplied to external suppliers who administer employee benefits, solely for providing those benefits to you.

Lisa Lashes School of Music Ltd, may make such information available to those who provide products or services to the Organisation in accordance with the GDPR Regulations (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations.

Lisa Lashes School of Music Ltd expects you to inform the appropriate personnel of changes to your personal data in a timely manner.

23. Acknowledgement : You acknowledge that all copyright, trademarks, patents and other intellectual property rights deriving from work carried out by you for the Organisation during your employment shall belong to the Organisation.

You further acknowledge that all rights of ownership on music, audio recordings, video recordings and digital resources, deriving from work carried out by you for the Organisation during your employment, shall belong to the Organisation.

24. Confidentiality : In order to protect the confidentiality and trade secrets of the Organisation and without prejudice to every other duty to keep secret all information given to it or gained in confidence; you agree on its own part as follows:

24.1 Not at any time (unless expressly so authorised by the Organisation as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Organisation; and

24.2 Not at any time to make any copy, abstract, summary or precis of the whole or part of any document or other material belonging to the Organisation except when required to do so in the course of your duties, in which event any such item shall belong to the Organisation as appropriate.

25. Sharing Your Mobile Number : By agreeing to these terms and conditions you agree to be contacted by the Organisation in order to be informed more quickly of new Assignments and activities relating to the Organisation via text, email or WhatsApp.

26. Governing Law : This contract of employment shall be governed and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

27. General

: This contract shall supersede any prior contract of employment with the Organisation whether written or oral.

Any clause or sub-clause of this contract of employment, which is held by a Court to be void or unenforceable, will not result in invalidating or affecting the enforceability of any other part of this contract.

The Organisation reserves the right to alter the terms of employment after giving 28 days' notice in writing to the employee(s). In such circumstances, individual notices of the changes will be issued, and they will form part of the terms of the employment contract. However, fundamental changes such as pay or contractual hours, will only be altered following a consultation process.

(P.T.O)

I confirm that I understand and accept the terms and conditions of this contract as detailed above, together with those contained in the Organisation Handbook (which is attached).

Name: _____ Occupation: _____

Date: _____ Address: _____

Signed: _____

For and on behalf of Lisa Lashes School of Music Ltd

Name: _____ Occupation: _____

Date: _____ Address: _____

Signed: _____

For and on behalf of [NAME]

Appendix 1 - Working Time Regulations

Under the Working Time Regulations 1998 workers cannot lawfully be required to work more than an average of 48 hours a week, calculated over a 17-week reference period. Workers may, however, agree to work more than an average of 48 hours a week, so long as they do so voluntarily, and the agreement is in writing.

The decision to opt out of the 48-hour week is one for individual workers to make. No pressure to opt out will be exerted on individuals, and you will not be penalised, victimised, disciplined, dismissed, selected for redundancy or subjected to any other detriment for choosing to "opt-in".

As a result of the Working Time Regulations 1998 you have two options:

1. You can **OPT OUT** - this means that you can exercise your right and **NOT** be restricted to the 48-hour maximum, which includes overtime, calculated over a rolling 17-week timeframe.

Should you choose this option you may, on giving a minimum of three months' notice in writing to the Organisation, withdraw this agreement. For the purposes of Regulation 4 of the Working Time Regulations 1998 the reference period will run from the date of this Agreement.

OR

2. You can **OPT IN** – this means that you can exercise your right and be **restricted** to the 48-hour maximum, which includes overtime, calculated over a rolling 17-week timeframe.

Please consider which option you wish to choose and tick the corresponding box below, sign this document and return to the HR department:

<input type="checkbox"/>	OPTION 1. I confirm that I waive my right to be limited to 48 hours per week under Regulation 5 of the Working Time Regulations 1998 and wish to OPT OUT .
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<input type="checkbox"/>	OPTION 2. I confirm that I wish exercise my right to be limited to 48 hours per week under Regulation 4 of the Working Time Regulations 1998 and wish to OPT IN .
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Should you wish to discuss your options please do not hesitate to contact a member of the HR department.

Print Name:	-----	Signed:	-----	Date:	-----
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