



## CONTRACT OF EMPLOYMENT – Salary Bands 1- 6

A Statement of Employment Particulars as required by the Employment Rights Act 1996.

**Name of Employer:** Wivenhoe House Hotel Limited

**Name of Employee:** <<first\_forename>> <<surname>>

### 1. INTRODUCTION

This contract sets out certain particulars of the terms and conditions of your employment as <<job\_title>> at <<reporting\_unit>>. This contract supersedes any previous contracts of employment issued to you.

You should retain this contract, and you are asked to sign the enclosed copy to confirm receipt and indicate your agreement that the particulars contained in the contract accurately represent terms of your contract of employment. You should then return the copy to People & Culture where it will be kept on your file.

### 2. GENERAL

Your employment with the Company is conditional on the acceptance of: -

- The Company's Policies and Procedures
- The Company's Health & Safety Policy

### 3. DATE OF COMMENCEMENT OF EMPLOYMENT

Your employment with the Company began on <<job\_start\_date>> and is subject to satisfactory completion of a 6 month probationary period.

This employment is on a <<employment\_basis>> basis.

Your period of continuous employment for the purpose of the Employment Rights Act 1996 began on <<org\_start\_date>>.

Your employment with any previous employer does not count as part of your continuous period of employment with the Company.

### 4. JOB TITLE

The title of the job in which you are employed is <<job\_title>>.

This title does not limit your duties, and the Company may require you from time to time, without additional remuneration, to do any work within your capacity as directed by management.

### 5. COLLECTIVE AGREEMENTS

There are no collective agreements applicable to your employment.

### 6. PLACE OF WORK

Your place of employment shall be **Wivenhoe House Hotel, Wivenhoe Park, Colchester.**

### 7. PROBATIONARY PERIOD

The first six months of your employment will be a probationary period to assess your suitability for permanent employment. This period may be extended by the Company in its absolute discretion.

### 8. REMUNERATION

You will be paid £<<payscale\_actual\_rate\_of\_pay\_value>> gross **per annum/per hour (EDIT)** at monthly intervals in arrears on 28<sup>th</sup> day of each month. Payments are made by direct credit transfer into your bank/building society account.

## 9. HOURS OF WORK

Your normal hours of work are <<contractual\_hours>> per week.

Due to the special nature of our business, the Company requires flexibility from employees in respect of working hours and working after hours. At times when the pressure of work demands, Staff may be asked to work beyond their normal hours. Hours in excess of 40 per week will normally be compensated by equivalent time off in lieu. In exceptional circumstances overtime will be paid at the rate of single time for hours worked above 40 per week.

## 10. MEALS

You may be entitled to a free meal whilst on duty dependent upon your shift pattern and the number of hours worked. This is at the discretion of the General Manager

## 11. HOLIDAYS AND HOLIDAY PAY

The holiday entitlement for a five day worker is 31\* working days rising to 33\* working days from 1 April following completion of three years service. In the current holiday year you are entitled to <<holiday\_entitlement>> **(EDIT)** holiday with pay at your usual basic rate.

*31\*/33\* days includes your entitlement to statutory public holidays.*

Holidays will be taken in accordance with the Company rules. The principle rules are as follows:

- All holidays must be agreed by the Line Manager on the holiday request form.
- No more than 10 days holiday may be taken consecutively without the prior consent of your Manager.
- Part-time staff will receive pro-rata entitlement according to their contractual hours/days worked.
- The Holiday leave year runs from 1 August to 31 July. Holiday entitlement in the first and last years of service shall be pro rata to the number of completed months' service in that period:
- It should be noted that unused holiday entitlement cannot normally be carried over from one leave year to the next.
- On termination of employment, holiday entitlement will be calculated to the nearest full month worked. If a member of staff has taken holiday which has not been earned, then any such excess paid holiday will be deducted from the final salary/wage payment. Alternatively if it has not been possible for a member of staff to take their full earned holiday entitlement upon termination of employment, then an appropriate addition will be made to the final salary/wage payment.

## 12. SICKNESS ABSENCE

The company does not have an Occupational Sick Pay Scheme. Statutory Sick Pay will be paid subject to entitlement rules.

Full details regarding sickness absence are available from the General Manager or People & Culture.

## 13. PENSION SCHEME

Membership of the NEST pension scheme is voluntary. For further information please refer to People & Culture.

## 14. CONFIDENTIALITY

The Employee may not either during or at any time after the termination of their employment with the Company disclose to anyone other than in the proper course of their employment, any information of a confidential nature relating to the Company, the Company's customers or suppliers and shall further not use any such information in a manner which may either directly or indirectly cause loss to the Company. Confidential information includes (but is not limited to) financial information, commercial information, technical information, sales and marketing



information and trade secrets.

#### **15. PROPERTY**

The Employee acknowledges that all files, customer records, lists, books, records, literature, software, products and work products developed by the Employee in the course of their employment with the Company, and other materials owned by the Company or used by the Company in connection with the conduct of business by the Company shall at all times remain the sole property of the Company, and the Employee agrees that upon request and upon termination of the Employee's employment hereunder, howsoever arising, the Employee shall surrender to the Company all such files, customer records, lists, books, records, literature, products, software, work products, and any copies thereof and all other property belonging to the Company.

#### **16. GRIEVANCES**

If the Employee has any grievance in relation to their employment, they should raise it initially with their line manager orally or in writing. For further details of the grievance procedure applicable to this employment, the Employee should refer to their Line Manager, People & Culture or the Company's web site.

#### **17. POLICIES AND PROCEDURES**

The Company has adopted a set of policies and procedures to protect the health and safety of all employees and customers and to ensure high standards of conduct, performance and service. The Employee is required to read the Company policies and procedures and take all necessary steps to ensure that they are properly observed. Failure to adhere to Company policies or procedures could result in disciplinary action, which may include dismissal, in accordance with the Company's Disciplinary Procedure.

#### **18. IT, COMMUNICATIONS AND MONITORING**

All IT facilities will be provided by the Company. The Company's rules and guidelines for their use must be adhered to.

The University's [Information Technology Services web site](#) gives further guidance and advice on the use of IT facilities, as well as additional rules and guidelines which may be issued from time to time on the use of central facilities.

**Observation of this Policy is mandatory and forms part of the Terms and Conditions of Employment. Misuse of the Facilities will be treated as gross misconduct and may lead to dismissal.**

#### **19. DISCIPLINE PROCEDURE**

Details of the procedures for dealing with disciplinary matters and disciplinary rules (including the termination of appointments) are available in People & Culture.

If you wish to appeal against formal disciplinary action taken against you, you should do so by writing to People & Culture, within seven days of receipt of your letter, who will arrange the Appeal Hearing.

#### **20. HEALTH AND SAFETY**

You have a duty, whilst at work, to take reasonable care of the health and safety of yourself and of other persons who may be affected by your acts or omissions. Please read fully the details and advice laid down in the Company's detailed Health and Safety policy, a copy of which is available from the General Manager, People & Culture or the Staff Notice Board. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

#### **21. POLICY STATEMENT ON EQUALITY, DIVERSITY AND INCLUSION**

The University of Essex celebrates diversity, challenges inequality and is committed to nurturing an inclusive and diverse community that is open to all who have the potential to benefit from membership of it, and which ensures equality of opportunity for all its members.

We expect all members of our campus communities, employees, workers, contractors, students and visitors to be treated, and to treat others, with dignity and respect. We do not tolerate discrimination against any individual or groups of people because of their age, gender identity, marriage and civil partnership status, race, religion or belief, sex, sexual orientation, because they have a disability, or because they are pregnant,



breastfeeding or have recently given birth.

To support our value-commitment to inclusivity, we extend protection from discrimination beyond our legal obligations to cover other forms of difference such as socio-economic background, political beliefs and affiliations, family circumstances, appearance, personal interests.

## **22. ALCOHOL AND DRUGS ABUSE POLICY**

The Company has an Alcohol and Drugs Abuse Policy, which is available from the General Manager, People & Culture or on the Staff Notice Board. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action including dismissal.

## **23. RIGHT TO SEARCH**

The Company reserves the right to search employees or any of their property held on the Company's premises, at any time, in accordance with the Company's Search Policy, a copy of which is available from the General Manager or People & Culture, if the Company believes that there has been a breach of security or that its Alcohol and Drugs Abuse Policy is being infringed or if it believes that an employee may have committed a criminal offence.

## **24. DRIVING**

If you are required to drive as part of your position you are required to hold a driving license valid in the UK and are required to inform the Company immediately if you are disqualified or otherwise unable to drive.

## **25. TERMINATION OF EMPLOYMENT**

The appointment of a member of staff may be terminated by either side giving one month's notice in writing. The amount of notice of termination of employment that an employee is entitled to receive increases to five weeks after five years' continuous employment and thereafter by an additional week for each additional complete year of service up to a maximum of twelve weeks' notice after twelve years' or more continuous service. The Company reserves the right to pay you in lieu of notice. For the avoidance of doubt, the right of the Company to make a payment in lieu of notice does not give you any right to receive such a payment. Employment may be terminated during the probation period by either party giving one weeks' notice.

## **26. OTHER EMPLOYMENT**

Full time staff must not, without the prior written consent of the Company, engage in any form of business or employment other than the employment with your employer whether inside or outside of your normal working hours.

## **27. CONFLICTS OF INTEREST**

Any appointment or other interest in any business which is either a supplier or competitor of the Company which you hold during your employment with the Company must be notified to the General Manager.

## **28. CHANGES TO TERMS AND CONDITIONS**

The Company reserves the right to make reasonable variations to your terms and conditions of employment on giving not less than four weeks written notice. Employees will be consulted where a contractual change is proposed. Changes may be communicated to you separately rather than through issuing a complete re-Statement of Particulars. Certain changes may be communicated via an internal circular.

## **29. DATA PROTECTION ACT**

The Employee consents to the holding and processing of personal data provided by them to The Company for all purposes relating to this employment, but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to the Employee's fitness for work.

The Employee further acknowledges and agrees that the Company may, in the course of its duties as an employer, be required to disclose personal data relating to them, after the end of their employment. This does not affect the Employee's rights under the Data Protection Act 1988.



Signed.....

Name.....

Date.....  
(on behalf of the Company)

Signed.....

Name.....

Date.....  
(employee)

SAMPLE