



**STRICTLY PRIVATE AND CONFIDENTIAL
TO BE OPENED BY ADDRESSEE ONLY**

Isatou Ndow
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St.Albans
Herts
AL3 4TQ

**HSN Care (Bricket Wood) Limited
Suite 1 Noble House
Mount Hill Lane
Gerrards Cross
Buckinghamshire SL9 8SU**

Tel: 01753 663011

**www.hsncare.com
info@hsncare.com**

27.04 . 2016

Dear Ms. Ndow

CONTRACT OF EMPLOYMENT

This letter is your contract of employment and contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996.

Suite 1 Noble House
Mount Hill Lane
Gerrards Cross
Buckinghamshire SL9 8SU
Phone: 01753 663011

HSN Care Limited
Group Document

April 2016



SUPPORT WORKER SCHEDULE

HOURS OF WORK

The Company operates the following shifts, Monday to Sunday inclusive:

- Day work:
 - o There are two day shifts (one early, one late) of 8 hours each (covering seven days a week).
- Night work:
 - o There is one night shift of 10 hours (covering seven days a week).

You are employed to work on a shift system basis. In each working week you will complete 40 Hours of Day or Night shifts in accordance with the rota notified to you by the manager no later than seven days before the start of each shift rota.

SALARY

You will be paid at the rate of £10 an hour which shall accrue from day to day and be payable monthly in arrears.

Your salary shall accrue from day to day and be payable monthly in arrears paid into a bank or savings account by the last working day of the month. Overtime worked may be paid at the end of the next month.

VARIATION

Variations to your normal working hours may be agreed from time to time and will be signed off by both parties.

NB. All reference to HSN Care Limited in our policies and documentation includes all wholly-owned subsidiaries of
HSN Care Limited

1. COMMENCEMENT OF EMPLOYMENT

- 1.1 Your employer is HSN Care (Bricket Wood) Limited (**Employer or We**). Your employment with the Employer commenced on 1st March 2016. No employment with a previous employer will count towards your period of continuous employment with the Employer.
- 1.2 The first six months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. We may, at our discretion, extend the probationary period for up to a further three months. During the probationary period your performance, completion of an induction and training to National Training Organisation standards and your suitability for continued employment will be monitored. At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period.

2. JOB TITLE AND RESPONSIBILITIES

- 2.1 You are employed as a Senior Support Worker and report to the Registered Manager. You will be providing care and support to vulnerable adults and your duties are set out in the attached job description.
- 2.2 You may be required to undertake other duties from time to time as we may reasonably require.
- 2.3 You acknowledge that the safeguarding of residents and standards of care are everyone's responsibility. The Employer is committed to zero tolerance of all forms of abuse. You shall comply with any policy, procedure, structure process or code of practice issued by the Employer (as amended from time to time) and any internal and external quality assurance or regulatory or legislative requirements including the Department of Health Code of Conduct for Healthcare Support Workers and Adult Social Care Workers in England (as may be amended from time to time).
- 2.4 You are required at all times to comply with our rules and procedures in force from time to time including those contained in the Employee Handbook. 'Employee Handbook' collectively means the employee handbook of the Company and the HSN Care Manual as amended from time to time. The Employee Handbook does not form part of this agreement and the Company may amend it at any time. To the extent that there is any conflict between the terms of this agreement and the Employee Handbook, this agreement shall prevail.
- 2.5 You warrant that you are entitled to work in the UK without any additional approvals and will notify the Employer immediately if you cease to be so entitled at any time during your employment with the Employer.
- 2.6 You will notify the Employer immediately in writing if you are convicted or cautioned for any offence during your employment with the Employer and confirm the offence and the penalty. This includes motoring offences which result in court action and licence penalty points, but not parking offences/fines where no penalty points are incurred. The effect of your conviction or caution will be considered with regard to the particular post you occupy and the nature and severity of the offence and penalty. Any action taken by the Employer will be in full accordance with the disciplinary procedure, contained in the Employee Handbook.
- 2.7 Full time employees shall not work for anyone else while employed by the Employer. Part time employees are required to report any other employment to the Employer, including the number of hours worked each week.

3. PLACE OF WORK

- 3.1 Your normal place of work is within 2, 3 and 4 The Kestrels, Bucknalls Drive, Bricket Wood, Hertfordshire AL2 3YB or such other place within 10 miles of your normal place of work, as we may reasonably determine.
- 3.2 You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

4. SALARY

- 4.1 You will be paid at an hourly rate which will vary according to the particular shift pattern that you work. Your shift pattern and the hourly rates of pay are set out in the attached Schedule.
- 4.2 Your salary shall accrue from day to day and be payable monthly in arrears directly into your bank or building society.
- 4.3 We shall be entitled to deduct from your salary or other payments any money which you may owe to the Employer at any time.

5. HOURS OF WORK AND RULES

- 5.1 You are employed to work on a shift system basis. Your shift pattern is set out in the attached Schedule and may be varied by agreement with you from time to time.
- 5.2 If you regularly undertake night shifts (as described in the attached Schedule), the Company will require you to undergo medical assessments by a doctor at regular intervals.
- 5.3 Requests to change shifts must be submitted to the Registered Manager at least Seven days before the start of the relevant shift and must be authorised in advance. The Company is under no obligation to approve any request for a shift change.

6. HOLIDAYS

- 6.1 The Employer's holiday year runs between 1 January and 31 December. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.
- 6.2 You are entitled to 28 days' paid holiday during each holiday year or the pro rata equivalent if you work part time. This includes the usual public holidays in England and Wales or a day in lieu where we require you to work on a public holiday.
- 6.3 During your holidays you will be paid based on your average remuneration in the 12-week period preceding the start of your holiday, as calculated in accordance with the Employment Rights Act 1996.
- 6.4 You shall give at least four weeks' notice of any proposed holiday dates and these must be agreed by the Registered Manager in writing in advance. No more than ten working days' holiday may normally be taken at any one time, unless consent is obtained. We may require you to take (or not to take) holiday on particular dates, including during your notice period.
- 6.5 You cannot carry forward more than five days of untaken holiday from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave, paternity, adoption, parental or shared parental leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.
- 6.6 We shall not pay you in lieu of untaken holiday except on termination of employment.
- 6.7 If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct the excess holiday pay from any payments due to you.

7. INCAPACITY

- 7.1 If you are absent from work due to incapacity, you must notify the Registered Manager or Deputy Manager of the reason for your absence as soon as possible but no later than one hour prior to the commencement of your shift, on the first day of absence: - where possible, absences should be reported by 7.00am on the relevant day.

- 7.2 In all cases of absence, a self-certification form, which is available from the Registered Manager, must be completed on your return to work. For any period of incapacity which lasts for seven consecutive days or more a doctor's certificate stating the reason for absence must be obtained and supplied to the Registered Manager. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.
- 7.3 Subject to your compliance with this agreement and the absence and sickness policies in the Employee Handbook you shall receive your full salary and contractual benefits during periods of sickness absence of up to a maximum of three consecutive days, and no more than a total of 5 days in any one calendar year. Those payments shall be inclusive of any SSP due. If you are absent from work for more than three days by reason of incapacity and you satisfy the relevant requirements, you will be entitled to statutory sick pay.
- 7.4 You agree to consent to a medical examination (at our expense) by a doctor nominated by the Employer should the Employer so require. You agree that any report produced in connection with any such examination may be disclosed to the Employer and the Employer may discuss the contents of the report with the relevant doctor.

8. TERMINATION AND NOTICE PERIOD

- 8.1 After successful completion of the probationary period referred to in clause 1.2 (*during which period your employment may be terminated during this period at any time on one week's prior notice. HSN Care Limited may, at its discretion, extend the probationary period for up to a further three months*) the prior written notice required from you or the Employer to terminate your employment shall be as follows:
- (a) in the first four years of continuous employment: four weeks' notice; and
 - (b) after four complete years: one week for each complete year of continuous employment up to a maximum of 12 weeks' notice.
- 8.2 We may at our discretion terminate your employment without notice and make a payment of basic salary in lieu of notice.
- 8.3 We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you are found to have committed a serious breach of your obligations as an employee, including but not limited to:
- (a) any act of gross misconduct;
 - (b) any serious or repeated breach or non-observance of any of the provisions of this agreement or refusal or neglect to comply with any reasonable and lawful directions of the Employer;
 - (c) any breach of the Employer's rules issued by the Employer from time to time including any care standards policy or related procedures;
 - (d) any breach of regulatory or legislative requirements including the Department of Health Code of Conduct for Healthcare Support Workers and Adult Social Care Workers in England (as may be amended from time to time);
 - (e) a failure to disclose any relevant criminal offences which occur during your employment;
 - (f) if you are unable by reason of incapacity to perform your duties under this agreement for an aggregate period of 26 weeks in any 52-week period; or
 - (g) if you cease to be entitled to work in the United Kingdom.

9. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 9.1 Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are contained in the Employee Handbook. These procedures do not form part of your contract of employment.
- 9.2 If you wish to appeal against a disciplinary decision you may apply in writing in accordance with our disciplinary procedure.

9.3 We reserve the right to suspend you with pay for a reasonable period for the purposes of investigating any allegation of misconduct or neglect against you.

9.4 If you wish to raise a grievance you may apply in writing to the Registered Manager in accordance with our grievance procedure.

10. PENSIONS

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

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

11. COLLECTIVE AGREEMENT

11.1 There is no collective agreement which directly affects your employment.

12. CHANGES TO YOUR EMPLOYMENT

12.1 We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

13. CONFIDENTIAL INFORMATION

- 13.1 You shall not use or disclose to any person either during or at any time after your employment with the Employer any confidential information about the business or affairs of the Employer or any of its residents, clients, employees or suppliers, or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this agreement, **Confidential Information** means any information or matter which is not in the public domain (except as a result of your breach of this agreement) and which relates to the affairs of the Employer or any of its residents or business contacts.
- 13.2 The restriction in clause 13.1 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 Employer, is required by law or by your employment.

14. COMPANY PROPERTY

- 14.1 All uniform, equipment, documents, manuals, hardware and software provided for your use by the Employer, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones), remain the property of the Employer.
- 14.2 You are required to take good care of any property of the Employer in your possession and any original or copy documents obtained by you in the course of your employment. All property of the Employer shall be returned to the Registered Manager in good condition at any time on request and in any event prior to the termination of your employment with the Employer.

15. ENTIRE AGREEMENT

- 15.1 This agreement and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Nothing in this clause shall limit or exclude any liability for fraud.

16. VARIATION

- 16.1 No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties.

17. THIRD PARTY RIGHTS

- 17.1 No person other than a party to this agreement may enforce any of its terms.

18. GOVERNING LAW

- 18.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19. JURISDICTION

- 19.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

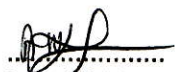
Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter within seven dates of the date of this letter.

Yours sincerely



.....
Faye Jackson
Registered Manager
For and on behalf of HSN Care (Bricket Wood) Limited
Enc. Schedule.
Enc. Copy of this letter for signature by employee

I agree to the above terms



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Isatou Ndow

27/06/2016
Date