



## Review Sheet

Last Reviewed  
12 Dec '22Last Amended  
12 Dec '22Next Planned Review in 12 months, or  
sooner as required.

Business impact



Changes are important, but urgent implementation is not required, incorporate into your existing workflow.

Reason for this review

Scheduled review

Were changes made?

Yes

Summary:

This policy sets out the rules governing fixed-term workers. It has been reviewed with no significant changes. However, reference to COVID-19 vaccine status has been removed from section 5.4. The references and further reading have also been reviewed and updated.

Relevant legislation:

- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- Employment Rights (Employment Particulars and Paid Annual Leave) (Amendment) Regulations 2018
- Employment Rights (Miscellaneous Amendments) Regulations 2019
- Health and Social Care Act 2008 (Regulated Activities) (Amendment) (Coronavirus) Regulations 2021
- Employment Rights Act 1996

Underpinning knowledge - What have we used to ensure that the policy is current:

- Author: Government, (2002), *The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002*. [Online] Available from: <https://www.legislation.gov.uk/ukxi/2002/2034/contents/made> [Accessed: 12/12/2022]
- Author: Government, (2021), *Fixed-term employment contracts*. [Online] Available from: <https://www.gov.uk/fixed-term-contracts> [Accessed: 12/12/2022]
- Author: ACAS, (2021), *Fixed Term Work*. [Online] Available from: <https://webarchive.nationalarchives.gov.uk/ukgwa/20210104114200/https://archive.acas.org/articleid=4587> [Accessed: 12/12/2022]
- Author: Government, (2018), *Good work plan*. [Online] Available from: <https://www.gov.uk/government/publications/good-work-plan> [Accessed: 12/12/2022]

Suggested action:

- Encourage sharing the policy through the use of the QCS App
- Ensure the policy is discussed in planned supervision sessions with relevant staff
- Ensure relevant staff are aware of the content of the whole policy

Equality Impact Assessment:

QCS have undertaken an equality analysis during the review of this policy. This statement is a written record that demonstrates that we have shown due regard to the need to eliminate unlawful discrimination, advance equality of opportunity and foster good relations with respect to the characteristics protected by equality law.



## 1. Purpose

1.1 To ensure effective management of the use of fixed-term workers.

1.2 To support Master Care Ltd in meeting the following Key Lines of Enquiry:

**Key Question****Key Lines of Enquiry**

WELL-LED

W2: Does the governance framework ensure that responsibilities are clear and that quality performance, risks and regulatory requirements are understood and managed?

1.3 To meet the legal requirements of the regulated activities that {Master Care Ltd} is registered to provide:

- | Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- | Employment Rights (Employment Particulars and Paid Annual Leave) (Amendment) Regulations 2018
- | Employment Rights (Miscellaneous Amendments) Regulations 2019
- | Health and Social Care Act 2008 (Regulated Activities) (Amendment) (Coronavirus) Regulations 2021
- | Employment Rights Act 1996



## 2. Scope

2.1 The following roles may be affected by this policy:

- | All staff

2.2 The following Service Users may be affected by this policy:

- | Service Users

2.3 The following stakeholders may be affected by this policy:

- | Commissioners
- | Local Authority
- | NHS



## 3. Objectives

3.1 To ensure that the reasons for the use of fixed-term workers are understood.



## 4. Policy

4.1 This policy applies only to employees employed for a defined period. It does not include casual workers, agency workers or other permanent employees.

4.2 This policy does not form part of any contract of employment and may be amended at any time.



## 5. Procedure

**5.1** Master Care Ltd believes that fixed-term employees can make a valuable contribution to the smooth running of the business by providing certainty and flexibility where needed.

**5.2** Fixed-term workers may be engaged:

- | To work on a specific task or project
- | To cover sickness and/or holiday absence
- | To cover maternity leave
- | To provide additional support in the event of higher than normal workloads; and/or
- | To prevent or eliminate excessive backlogs of work

**5.3** Prior to engaging a fixed-term worker, the Management Team will assess the need for such an employee and ensure that it is a genuine need and can be justified. Management will also identify the required period and potential cost.

**5.4** Fixed-term workers will be subject to the same recruitment process as a permanent worker or employee, including, if necessary, a DBS check. Please refer to the Recruitment Policy and Procedure for further details.

**5.5** All fixed-term employees, regardless of their expected period of employment, must be given the following information in writing on their appointment:

- | That their employment is temporary and why
- | How long it is expected to last
- | If their employment is covering a permanent employee's maternity absence, that this is the case, and that the temporary employment will terminate on that worker's return to work
- | Whether there is any possibility of the employment becoming permanent, although absolutely no guarantees must be given nor promises made; and
- | The terms and conditions governing the employment

**5.6** All fixed-term employees shall be entitled to:

- | The same pay and conditions as permanent staff
- | The same or equivalent benefits package
- | Information about permanent vacancies; and
- | Protection against redundancy or dismissal inasmuch as they cannot be selected solely on the basis of their fixed-term status

A fixed-term employee has the right not to be treated less favourably than a comparable permanent employee unless there is a good business reason for doing so. If an employee feels they have been treated less favourably they should ask Master Care Ltd for a written statement of reasons for the less favourable treatment. Master Care Ltd must provide this written statement of reasons within 21 days of the request. Master Care Ltd should seek specific legal advice should they receive a request of this nature. Those fixed-term workers wishing to apply for permanent jobs within Master Care Ltd will be treated as internal applicants.

**5.7** In the event that a fixed-term employee is employed continuously on a series of fixed-term employment contracts which last longer than 4 years, that employee will automatically become a permanent employee. Master Care Ltd should ensure that it does not use fixed-term contracts in this way.

**5.8** Once a fixed-term employee has been engaged on one fixed-term contract or a series of fixed-term contracts which last for two years or longer, Master Care Ltd should ensure that it has a fair reason and follows a fair process in bringing their employment to an end. It is not sufficient to rely on the fact that the fixed-term contract has expired. Advice should be taken on the termination of a fixed-term contract after two or more years of service.



## 6. Definitions

### 6.1 Fixed-Term Employee

- | An employee working under a fixed-term contract of employment, which is terminable either:
  - | On a set date or after a set period (for example, for six months or on 8 June) or
  - | On the occurrence or non-occurrence of a specific event (for example, a maternity cover contract, a contract funded from a particular source for 12 months or a contract which ends when a particular task is completed)



## Key Facts - Professionals

Professionals providing this service should be aware of the following:

- | Master Care Ltd must have a fair reason and follow a fair process in terminating the employment of a fixed-term employee in the event that the individual has two or more years' service. The expiry of the fixed term contract is not in and of itself a fair reason for dismissal
- | Master Care Ltd should not use a series of fixed-term contracts which last longer than 4 years unless they are willing to retain the employee as a permanent employee
- | Fixed-term employees must receive the same benefits as permanent employees unless the refusal of any benefits can be objectively justified
- | Fixed-term employees will be employees and will accrue all employment rights in the same way as a permanent employee



## Key Facts - People affected by the service

People affected by this service should be aware of the following:

- | Master Care Ltd appreciates that employees build relationships with individual Service Users and that fixed-term contracts could have an impact on these relationships, given the temporary nature of the employment. However, Master Care Ltd has a need to make use of fixed-term contracts in certain circumstances but will limit their use to where they are required



## Further Reading

As well as the information in the 'underpinning knowledge' section of the review sheet we recommend that you add to your understanding in this policy area by considering the following materials:

**Government Guidance - Fixed-Term Employment Contracts: Employees' Rights:**

<https://www.gov.uk/fixed-term-contracts/employees-rights>

**CIPD - Fixed Term Contracts: Understanding the Law:**

<https://www.cipd.co.uk/knowledge/fundamentals/emp-law/employees/fixed-term-contracts-guide#gref>



## Outstanding Practice

To be 'outstanding' in this policy area you could provide evidence that:

- | Master Care Ltd ensures that there is no series of fixed-term contracts used unless this is absolutely necessary
- | Master Care Ltd demonstrates that an assessment of the required role takes place prior to employment to ensure that the role needs to be a fixed-term role
- | The wide understanding of the policy is enabled by proactive use of the QCS App



## Forms

The following forms are included as part of this policy:

<b>Title of form</b>	<b>When would the form be used?</b>	<b>Created by</b>
Fixed-Term Contract Clauses - PC14	To be inserted into the standard template contract of employment.	QCS
Basic Employment Contract with Care Clauses - PC14	This contract can be used with the additional clauses for fixed-term workers included. It will need amending to meet individual variations	QCS

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**Term of Employment**

Your employment shall [commence OR be deemed to have commenced] on the [insert date] and shall continue, subject to the remaining terms of this agreement, until it terminates on [insert date] without the need for notice.

OR

Your employment shall [commence OR be deemed to have commenced] on the [insert date] and shall continue, subject to the remaining terms of this agreement, until it terminates on [insert date] without the need for notice unless previously terminated by either party giving the other not less than [insert number] months' notice in writing.

OR

Your employment shall [commence OR be deemed to have commenced] on the [insert date] and, subject to the remaining terms of this agreement, shall be for an initial fixed term of [insert number] months expiring on [insert date] (Expiry Date) and shall continue thereafter unless or until terminated by either party giving the other not less than [insert number] months' notice in writing, expiring on or after the Expiry Date.

Master Care Ltd

**Dated**

**2022**

**between**

**[Name of Service]**

**-and-**

***[Insert Employee's Name]***

**FIXED TERM EMPLOYMENT CONTRACT**

Master Care Ltd

THIS AGREEMENT is dated 2022

## PARTIES

1. **[Name of Service]** of **[Registered address]**. ("Employer").
2. **[Insert Employee's Name]** of **[Inset address of employee]** ("Employee").

### 1. COMMENCEMENT OF EMPLOYMENT

1. Your employment with the Employer shall **[commence OR be deemed to have commenced]** on the **[insert date]** and shall continue, subject to the remaining terms of this agreement, until it terminates on **[insert date]** without the need for notice.

OR

2. Your employment with the Employer shall **[commence OR be deemed to have commenced]** on the **[insert date]** and shall continue, subject to the remaining terms of this agreement, until it terminates on **[insert date]** without the need for notice unless previously terminated by either party giving the other not less than **[insert number]** months' notice in writing.

OR

3. Your employment with the Employer shall **[commence OR be deemed to have commenced]** on the **[insert date]** and, subject to the remaining terms of this agreement, shall be for an initial fixed term of **[insert number]** months expiring on **[insert date]** (**Expiry Date**) and shall continue thereafter unless or until terminated by either party giving the other not less than **[insert number]** months' notice in writing, expiring on or after the Expiry Date.

OR

4. Your employment with the Employer shall **[commence OR be deemed to have commenced]** on the **[insert date]** and, subject to the remaining terms of this agreement, shall continue until **[insert date]** (**Expiry Date**). Thereafter, it may be terminated by either party giving the other not less than **[insert number]** months' notice in writing.

### 2. JOB TITLE

1. You are employed as **[job title]** and report to **[name]**.
2. **[Your duties are set out in the attached job description OR You will be required to undertake such duties as may be reasonably associated with your job title.]**
3. You may be required to undertake other duties from time to time as the Employer may reasonably require.
4. 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.
5. You must devote the whole of your time, attention and abilities during hours of work for the Employer to your duties for the Employer. You may not, under any circumstances, whether directly or indirectly, undertake any other duties, of whatever kind, during your hours of work for the Employer.
6. You shall not work for anyone else while you are employed by the Employer.

### 3. PLACE OF WORK

1. Your normal place of work is **[location/address]** or such other place within **[reasonable area]** as the Employer may reasonably determine.
2. **[Your position as [insert role] is such that you are required to work at any location in the UK, which, for the avoidance of doubt, will include customer sites, to meet the needs of the Employer and our customers.]**
3. You **[will / will not]** be required to work outside the UK for more than one month during the term of your employment.

### 4. HOURS OF WORK AND RULES

1. Your normal hours of work are between **[time]** and **[time]** **[Mondays]** to **[Fridays]** inclusive with **[a paid OR an unpaid]** lunch break of **[one hour]**. You may be required to work such additional hours as may be necessary for the proper performance of your duties **[without extra remuneration OR and you are entitled to payment for overtime [at normal pay rate].**



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OR

2. Your hours of work will vary according to the needs of the business and you are required to be flexible to the Employer's requirements. You will work an average of [ ] hours per week and your hours of work will be notified to you in advance by your line manager. You are entitled to **[a paid OR an unpaid]** break of **[DURATION]** on shifts that are expected to last longer than 6 hours.
3. You are required at all times to comply with the Employer's rules, policies and procedures in force from time to time including those contained in the Staff Handbook, a copy of which **[has been given to you OR which is available from [position] OR which is available on our intranet].**

## 5. SALARY

1. Your **[basic]** salary is **£[amount]** per year which shall accrue from day to day and be payable **[monthly]** in arrears **[on or about the [date] of each month]** directly into your bank or building society account.

OR

2. **[You will be paid an hourly rate of £[rate] and this will be payable [weekly/monthly] in arrears [on or about the [date] of each week/month] directly into your bank or building society account.]**
3. **[Your salary will be reviewed annually and may be increased from time to time at the Employer's discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of the salary after notice has been given by either party to terminate your employment.]**
4. The Employer shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Employer at any time. Examples of this include, but are not limited to:-
  - a. Salary overpayments
  - b. Lost, damaged or unreturned uniform and equipment
  - c. The outstanding balance of any loan or advance payments by the Employer to the Employee
  - d. Any cost of repairing any damage to or loss of property
  - e. Any fines or charges imposed upon the Employer; and/or
  - f. Any other loss sustained by the Employer, caused by the Employee's breach of contract or breach of the Employer's rules or as a result of the Employee's negligence or dishonesty

## 6. BENEFITS

1. **[You may be provided with the following benefits during your employment, subject to any rules applicable to the relevant benefit]:**
  - a. **[BENEFIT]**
  - b. **[BENEFIT]**
  - c. **[BENEFIT]**

OR

2. **[We operate a flexible benefits system in accordance with rules in place from time to time where you can choose a number of benefits up to a particular value [which is currently £[AMOUNT].] We set out the various benefits from which you can choose [below: [LIST BENEFITS] OR at Schedule 1 attached to this letter].**

OR

3. **[You are not entitled to any benefits during your employment].**
4. **[Further details of these benefits are available from [POSITION OR the intranet OR the Staff Handbook].]**
5. **[We may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.]**

## 7. TRAINING

1. [During your employment:

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- a. You must complete **[SPECIFY TRAINING]** which will be paid for by the Company. **[Further details of this training are set out in Schedule 2 attached to this letter.]**
- b. You must complete **[SPECIFY TRAINING]** at your own expense [and outside your working hours.] **[Further details of this training are set out in Schedule 2 attached to this letter.]**
- c. You are entitled to take part in various training courses which we may provide from time to time in-house. Specific details of what courses might be available **[are set out in Schedule 2 attached to this letter OR can be found on the [intranet] OR will be provided to you within two months of the start date of your employment].** You should speak to your manager in the first instance if you would like to take a course].

OR

2. [No training will be provided to you during your employment].

## 8. HOLIDAYS

1. You are entitled to **[number]** days' holiday during each holiday year. **[This includes OR In addition you are entitled to take] [the usual] public holidays [in England and Wales] [or a day in lieu where the Employer requires you to work on a public holiday].** You will be paid your normal remuneration during such holidays **[calculated as an average of your remuneration over the previous 12 week period – for employees whose remuneration varies].**
2. The Employer's holiday year runs between **[date]** and **[date]**. 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 [whole OR half] day].**
3. You shall give at least **[number]** weeks' notice of any proposed holiday dates and these must be agreed by **[position]** in writing in advance. **[No more than [number] days' holiday may be taken at any one time unless prior consent is obtained from [position].]** The Employer may require you to take holiday on specific days as notified to you **[insert any mandatory holiday dates to be taken.]**
4. You cannot carry **[more than [number] days of]** untaken holiday entitlement forward from one holiday year to the following holiday year **[unless a period of sickness absence or statutory maternity, paternity, parental, shared parental or adoption leave has prevented you from taking it in the relevant year. 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].**
5. The Employer shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be **[1/260th of your [full-time equivalent] salary OR calculated as an average of your remuneration over the 12 month period preceding termination]** for each untaken day of your **[entitlement under clause 6.1] OR [statutory entitlement only]** for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. **[However, if the Employer has dismissed you or would be entitled to dismiss you under clause 8.2 or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement].**
6. If you have taken more holiday than your accrued entitlement at the date your employment terminates, the Employer shall be entitled to deduct from any payments due to you one day's pay **[calculated at 1/260th of your [full-time equivalent] salary OR calculated as an average of your remuneration over the 12 month period preceding termination]** for each excess day.
7. **[During any continuous period of absence due to incapacity [of one month or more]** you shall not accrue holiday under this contract. Your entitlement under clause 6.1 for the holiday year in which such absence takes place shall be reduced pro rata but shall not fall below your entitlement under the Working Time Regulations 1998.

## 9. SICKNESS ABSENCE

1. If you are absent from work for any reason, you must notify **[position]** of the reason for your absence as soon as possible but no later than **[time]** on the first day of absence. If you are absent for more than one day, you must keep the Employer regularly informed of the expected duration of your absence.
2. In all cases of absence, a self-certification form which is available **[on the Employer's intranet OR from [position]],** must be completed on your return to work and supplied to **[position]**. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor's certificate stating the reason for absence must be obtained at your own cost and supplied to **[position]**. Further certificates must be obtained if the absence continues for

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longer than the period of the original certificate.

3. 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.
4. If you are absent from work the Employer shall pay you:
  - a. Statutory Sick Pay (SSP) provided that you satisfy the relevant requirements [; and
  - b. **Employer sick pay in accordance with the provisions of clause 7.6, provided that you comply with our procedures regarding sick leave [and the Employer's sick pay policy].]**
5. Your qualifying days for SSP purposes are **[Monday] to [Friday] OR [your normal working days]**.
6. **[Once you have completed [NUMBER] month[s]' continuous service with the Employer you will be entitled to receive payment for periods of absence during any consecutive 12-month period from the first day of absence on the following basis:**
7. **Our full salary (inclusive of any SSP due) for the first [NUMBER] [days OR weeks OR months] in any such absence;**
8. **Half your salary (inclusive of any SSP due) for the next [NUMBER] [days OR weeks OR months] in any such absence;**
9. **Up to a maximum of [NUMBER] [days OR weeks OR months] in any 12-month period.]**
10. **[The Employer reserves the right to withhold payment of enhanced sick pay if you fail to comply with the provisions of clauses 7.1 and clause 7.2.]**
11. **[If the sickness absence is, or appears to be, occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Employer of that fact, and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the Employer may reasonably require. You shall, if required by the Employer, refund to the Employer that part of any damages or compensation recovered by you relating to the loss of earnings for the period of the absence as the Employer may reasonably determine, less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Employer in respect of the period of sickness absence.]**

## 10. OTHER PAID LEAVE

1. You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:
  - a. **[Statutory maternity leave [and you may be eligible to receive Company maternity pay subject to the rules set out in the Company's Maternity Leave Policy and Procedure from time to time];**
  - b. **Statutory paternity leave [and you may be eligible to receive Company paternity pay subject to the rules set out in the Company's Paternity Leave Policy and Procedure from time to time];**
  - c. **Statutory adoption leave [and you may be eligible to receive Company adoption pay subject to the rules set out in the Company's Adoption Policy and Procedure from time to time];**
  - d. **Shared parental leave [and you may be eligible to receive Company shared parental pay subject to the rules set out in the Company's Shared Parental Leave Policy and Procedure from time to time]; [and]**
  - e. **Parental leave; [and]**
  - f. **Parental bereavement leave [and you may be eligible to receive Company parental bereavement pay subject to the rules set out in the Company's Statutory Time off Policy and Procedure from time to time].];[and]**
  - g. **[OTHER TYPE OF LEAVE].**
2. Further details of such leave **[and your pay during such leave]** are available **[from [POSITION] OR the intranet OR the Staff Handbook]**.
3. We may replace, amend or withdraw the Company's policy on any of the above types of leave at any time.

## 11. TERMINATION AND NOTICE PERIOD

1. The prior written notice required from you or the Employer to terminate your employment shall be one week.

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2. The Employer shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom.

## 12. OBLIGATIONS ON TERMINATION

1. You shall, on termination of your employment:

- Deliver to the Employer, in good condition, all materials, records and other information (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) made, compiled or acquired by you during your employment and relating to the Employer or its business contacts, any keys, credit cards and any other property of the Employer **[including any car provided by the Employer]** which is in your possession, custody, care or control
- Irretrievably delete any information relating to the business of the Employer stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession, custody, care or control outside the premises of the Employer
- **[Resign immediately without compensation from any office [or trusteeship] that you hold in or on behalf of the Employer];** and
- Confirm in writing your compliance with your obligations under this clause 9.1 if requested to do so by the Employer and provide such reasonable evidence of compliance as the Employer may request

## 13. DISCIPLINARY AND GRIEVANCE PROCEDURES

1. Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are **[contained in the Staff Handbook OR available from [position]]**. These procedures do not form part of your contract of employment.
2. If you wish to appeal against a disciplinary decision you may apply in writing to **[position]** in accordance with our disciplinary procedure.
3. The Employer reserves the right to suspend you with pay for a period of no longer than necessary for the purposes of investigating any allegation of misconduct or neglect against you.
4. If you wish to raise a grievance you may apply in writing to **[position]** in accordance with the Employer's grievance procedure.

## 14. PENSIONS

2. **[The Employer will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.]**

OR

3. **[You are entitled to become a member of the [NAME] Pension Scheme, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time. Full details of the scheme are available from [POSITION]].**

## 15. COLLECTIVE AGREEMENT

1. **[There is no collective agreement which directly affects your employment.]**

OR

2. **[The collective agreement between [NAME] and [NAME] dated [DATE], a copy of which [you have been given OR is available from [POSITION]], directly affects your employment.]**

## 16. CHANGES TO YOUR TERMS OF EMPLOYMENT

1. The Employer reserves 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.

## 17. CONFIDENTIAL INFORMATION

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 business contacts]**, or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this clause 14, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Employer **[or any of its business contacts]**.

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2. The restriction in clause 14.1 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.

**18. DATA PROTECTION**

1. The Employer will collect and process information relating to the Employee **[OR Worker]** in accordance with the privacy notice which **[is on the intranet OR annexed to this Agreement OR has been provided to you under separate cover]**. You are required to sign and date the privacy notice and return to **[HR OR name of manager]**. The Employer may update the privacy notice at any time and will notify you in writing of any changes. Following any update to the privacy notice you are required to review, sign and return any new version issued.
2. You have read and understood and shall comply with the Employer's Data Protection and Confidentiality Policy and Procedure when handling personal data in the course of employment including personal data relating to any employee, worker, customer, client, supplier or agent of the Employer. You will also comply with the Employer's **[IT and communications systems policy,] [Social media policy,] [Bring your own device to work (BYOD) policy,] [DETAIL ANY OTHER POLICY e.g. clear desk policies, data retention schedules]** along with any other related policy in place from time-to-time. Copies of these policies are available **[in the staff handbook]** or from **[position]**. The Employer may change policies at any time and will notify you in writing of any changes. Such policies do not form part of the contract of employment.
3. Failure to comply with the Data Protection and Confidentiality Policy and Procedure or any of the policies listed above in clause 15.2 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
4. The Employer shall generally rely on a lawful ground for processing; should consent be required the Employer shall adhere to its legal obligations in this regard. Further details can be found in the relevant privacy notice.

**19. EMPLOYER PROPERTY**

1. All documents, manuals, hardware and software provided for your use by the Employer, and any data or documents (including copies) produced, maintained or stored on the Employer's computer systems or other electronic equipment (including mobile phones), remain the property of the Employer.
2. Any Employer property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to **[position]** at any time on request and in any event prior to the termination of your employment with the Employer.
3. You agree that any databases, lists and connections between you and any suppliers, clients, customers or employees within social media or otherwise including, but not limited to, LinkedIn remain property of the Employer. Any contact lists which you bring to the Employer to use for the fulfilment of your role will become property of the Employer unless agreed otherwise. You agree to delete any such lists or databases and to hand over any passwords to any database upon termination of your employment.

**20. THIRD PARTY RIGHTS**

4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. No person other than you and the Employer shall have any rights under this agreement and this agreement shall not be enforceable by any person other than you and the Employer.

Signed:

\_\_\_\_\_

**On behalf of the Employer**

Date:

\_\_\_\_\_

Signed:

\_\_\_\_\_

**Employee**

Master Care Ltd

Date: \_\_\_\_\_

