



**For better
mental health**

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Limited by Guarantee No. 5333018
and as a Charity No. 1108168

Contract of Employment

(Including Statement of Particulars of Employment
given pursuant to the Employment Rights Act 1996 ss1-7)

1. INTRODUCTION

This document contains your terms and conditions of employment. It is the contract of employment (referred to as "this contract") between you the employee whose name and address is stated in Schedule One AND your employer, Dorset Mind

2. POLICIES

Dorset Mind has adopted policies relating to your employment, copies of which are supplied to you with this contract. You agree to read all these policies and any other documents supplied to you relating to your employment. The Disciplinary Rules and Procedure, Grievance Procedure and Performance Review Procedure are contained in the People Strategy and referred to in this contract but they do NOT form part of your contract.

3. START DATE

Your employment began on the date set out in Schedule One and will continue until it is brought to an end by you or by your employer or you reach retirement age.

4. CONTINUITY OF EMPLOYMENT

The date your continuous employment commenced is set out in Schedule One. No employment with a previous Employer counts as part of your period of continuous employment with us.

5. JOB TITLE/DUTIES

The title of your job and a summary of your main duties are set out in Schedule One. Your employer may change your job description and may require you to carry out different and/or additional duties under this contract.

6. RETIREMENT AGE

You will retire on your 65th birthday or the last working day before that birthday unless agreement has been reached at that time for you to continue to work or it is agreed that you take an earlier retirement. This contract will automatically end on the day you retire without further notice by either you or your employer.

7. PLACE OF WORK

You will normally be based at your employer's premises at 11, Shelley Road, Bournemouth, but you may be required to work from home or at any other premises at which your employer carries on its business now or in the future.

8. NOTICE

Should you or your employer want to terminate your employment written notice of termination must be given as follows:

Both you and your employer must give the other notice of 4 weeks.

Notice to you will be deemed to have been given if handed to you or sent by Recorded Delivery to your last notified address known to your employer. Notice by you must be given or sent by Recorded Delivery to The Chair of Dorset Mind at 11, Shelley Road, Bournemouth.

On termination of your employment (by you or by your employer) your employer may either: require you to work throughout your notice period, or require you to stay away from your place of work throughout your notice period (on "garden leave"), or terminate your contract without notice and make a payment in lieu of notice to compensate you.

Your employer may also dismiss you without notice or payment in lieu of notice in cases of gross misconduct. (The disciplinary procedure set out in the People Strategy gives you examples of the types of conduct which your employer will consider to be gross misconduct).

9. HOURS OF WORK

You will work the basic hours set out in Schedule Two.

You may be required to do work in addition to your basic hours. You will not be required to work in excess of an average of 48 hours a week in any period of 17 weeks and if at any time your working hours exceed that average you must notify your employer.

10. SALARY

Your salary will be paid monthly in arrears at the rate set out in Schedule Three. Your employer reserves the right to reduce your salary if your duties change as a result of your incapacity or inability to perform your duties or to suspend payment of salary if you are suspended from duty by your employer.

Your salary will be reviewed annually with no commitment to increase.

11. BONUS

Bonuses may be paid entirely at the discretion of your employer. You are not entitled to receive bonuses as a right under this contract. Bonuses paid will reflect your performance and how your employer assesses your contribution to the success of Dorset Mind during the preceding period.

12. DEDUCTIONS FROM PAY

If at any time during or on termination of your employment you owe your employer any money under this contract or otherwise you agree and authorise your employer to deduct the sum or sums owed from any payment due to you from your employer whether wages or salary or payment of any other kind. For example this will cover deductions from your wages of overpayments of wages, or expenses, repayments of loans, the cost of damage caused by you or any other money due from you to your employer.

13. PENSION SCHEME

You are eligible to join the Stakeholder Pension Scheme designated by Dorset Mind, details of which are available from the Treasurer.

14. HOLIDAYS

The holiday year runs from 1 January to 31 December. You are entitled to take paid holidays as set out in Schedule Five. Your employer must agree holidays and you must apply for holiday at least four weeks before you want to take it. You should not take more than 10 working days at one time and you must take your entitlement during the holiday year in which you are entitled to it. You may not carry forward your entitlement.

During a holiday year in which your employment is terminated you will be paid on termination for any untaken part of your entitlement to paid holiday calculated in proportion to the part of the holiday year which has elapsed at your leaving date. If you have taken more than your proportionate entitlement to paid holiday when you leave your employer will deduct the amount of pay for the holiday from your salary on termination.

Your holiday entitlement under this contract includes any entitlement to paid annual leave that you have under the Working Time Regulations 1998.

15. BANK HOLIDAYS AND PUBLIC HOLIDAYS

You will normally not be required to work on the UK Bank or Public holidays.

Bank and Public Holidays are not part of your holiday entitlement.

Bank holidays are:

New Year's Day

Easter Monday

The first Monday in May

The last Monday in May

The last Monday in August

26 December if it is not a Sunday

27 December when 25 or 26 December is a Sunday

Note: The list of Bank holidays can be altered by Royal Proclamation or Parliament to take account of national celebrations or to allow an extra day's holiday when Christmas occurs over a weekend.

Public Holidays are :

Good Friday

Christmas Day

16. SICK PAY ARRANGEMENTS

Your employer's rules as to sickness and absence from work are contained in the People Strategy and form part of your contract. You may only be absent from work when authorised.

17. TRAINING

You must undertake any training which your employer requires you to undertake. This may take place within your normal working hours but may also be outside your normal working hours and at a location away from your normal place of work.

18. COMMITMENT TO THE EMPLOYER

You are expected to devote your whole time and attention to the best interests of your employer during your working hours.

19. PERFORMANCE ASSESSMENT

A performance review procedure normally operated by the employer is set out in the People Strategy.

Your employer's performance review procedure is not contractually binding either upon you or upon the employer who may leave out any or all of the stages of the performance review procedure.

Your employer has the right to review and monitor the performance of your duties under this contract.

20. QUALIFICATIONS

It is an essential term of this contract that you have told the truth to your employer about your previous work experience and qualifications.

Your employer regards any breach of this term as gross misconduct in respect of which your employment can be terminated without warning or notice.

21. CRIMINAL CONVICTIONS

It is an essential term of this contract that you have told the truth to your employer about your criminal record.

You must tell your employer if at any time you are arrested, charged with or summonsed for a criminal offence of any nature. You are under a duty to truthfully and fully answer any questions from your employer in relation to any such matters.

If you are convicted of a criminal offence of any nature whether committed in or out of working hours your employer may terminate your employment with or without notice or payment in lieu of notice and irrespective of the fact that no warnings have been given.

22. GARDEN LEAVE

Your employer has the right to require you to take Garden Leave at any time. During a period of Garden Leave you must remain available during your normal working hours to carry out work for your employer but you have no right to be provided with work of any kind. You must not attend your place of work, make any statement or representation on behalf of your employer or contact any customer, client, supplier, employee or agent of your employer without the written permission of your employer to do so.

23. HEALTH AND SAFETY POLICY

Your employer has a Health and Safety Policy under which you have obligations. A copy of the policy will be supplied and you must read it. The policy may be changed as necessary and any changes will be notified to you. Following such a change you are obliged to comply with the relevant revised policy. Any breach or non-observance of the Health and Safety Policy will constitute a disciplinary offence.

24. COLLECTIVE AGREEMENTS

There are no collective agreements that affect the terms and conditions of your employment.

25. EMPLOYER RECORDS

You must promptly notify your employer of any change in your personal details which will include any change to the following:

Your last notified address.

Your marital status.

Your next of kin.

Your home telephone number.

26. DRIVING LICENCE & INSURANCE

If your duties involve driving a vehicle you must at all times hold a current full UK driving licence. Your employer must hold a copy of your current driving licence. You must immediately tell your employer if you are summonsed for or convicted of a driving related offence or if you have a fine for such an offence levied against you.

A conviction for a driving related offence may have an effect on your continuing to be provided with a vehicle and may lead to your dismissal if you cannot perform your duties without driving a vehicle.

If you use your own vehicle for your employer's business you must have permission to do so and you must ensure that it is insured for that use and provide written evidence of that insurance in the form of a copy of your certificate of motor insurance and your policy document to your employer.

27. CONDUCT

You must observe your employer's rules and procedures. These are contained in this contract, and in the People Strategy and other policies or memos or directives issued by your employer from time to time. You must also follow lawful instructions and orders from your employer. Failure to do so is misconduct and can lead to disciplinary action or even to the termination of your employment.

28. ALCOHOL AND DRUGS

The consumption of alcoholic drinks during working hours is strictly forbidden as is the taking of drugs other than those prescribed or legally taken for a medical condition.

29. COMPUTERS

You are not allowed to load your own software on to your employer's computers. You must not copy software or data from computers at work, or use e-mail or internet access except for legitimate business purposes, or make any other use of computers or software for any purpose other than your employer's legitimate business interests. You must not open files downloaded from the internet or e-mail on your employer's computers without virus checking the files.

30. E-MAIL AND INTERNET

It is your employer's rule that computers, networks and the e-mail system are the property of your employer. All copies of messages created, sent, receive or stored on the company's systems shall remain the property of your employer. These messages are not the private property of employees and as such there should be no expectation of privacy in any circumstances. Your employer reserves the right to access and monitor all messages created, sent, received or stored on your employer's systems. The contents of e-mail messages may be disclosed to other employees and to third parties without further permission of the employee and at the discretion of your employer. E-mails, text messages and the internet should not be used to create, send, receive or store any material which is offensive, disruptive or infringes copyright.

31. DISCIPLINARY ARRANGEMENTS

The disciplinary procedure normally operated by your employer is set out in the People Strategy. It complies with the statutory procedure. If you are unhappy with any disciplinary action you can exercise your right of appeal under the procedure however the disciplinary procedure is not contractually binding either upon you or upon your employer, who may leave out any or all of the stages of the disciplinary procedure.

32. SUSPENSION FROM WORK

Your employer has the contractual right under this contract to suspend you from work temporarily, paid or unpaid, in circumstances which your employer considers to be particularly serious or where further investigation or consideration appears to your employer to be desirable or any other circumstances where your employer considers your suspension to be necessary. During the period of suspension you will not be entitled to access any of your employer's premises except at the prior request or with the prior consent of your employer and subject to such conditions as your employer may impose.

33. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment you should follow the grievance procedure which is set out in the People Strategy. It complies with the statutory procedure. However the provisions of the grievance procedure are not contractually binding either upon you or upon your employer. The person you should raise a grievance with is The Chair of Dorset Mind.

34. RETURN OF PROPERTY

You shall return to your employer or as otherwise directed by your employer all vehicles, tools, phones, documents, correspondence, equipment, computer discs and software, specifications, reports, records, credit cards, keys, identity cards, passes, lists of clients and customers, address lists, address books, files, books and any other property of whatever kind and whether similar to any of the above or not, belonging to or relating to the business of your employer or relating to the business of or belonging to an associated employer or their clients or service users together with all copies thereof which may be in your possession, custody or control whenever requested by your employer to do so and in any event immediately on the termination of your employment.

35. DATA PROTECTION ACT 1998

Your employer is regulated by the Data Protection Act 1998 ("the Act") to the extent that your employer obtains, records or uses any information (which is "data" for the purposes of the Act) about you. The Act defines 'data processing' in such a way that by obtaining, recording and using information about you, your employer will be 'data processing' in relation to such information. The information will include the contents of any job application form, CV, and references together with Human Resources records, appraisals and other records made about you during the performance of your employment under this contract. It is a term of this contract to which you signify your agreement when you sign this contract, that you consent to your employer processing any data that your employer obtains about you as a result of your being an employee of your employer. You also consent to your employer processing "sensitive personal data" (as defined in the Act) about you. You consent to data being transferred outside the European Economic Area where in the sole opinion of your employer such a transfer is necessary. Your employer is obliged to provide you with certain information pursuant to Part II of Schedule 1 of the Act and you agree that your employer has discharged that duty by providing you with the information contained in Schedule Five of this contract.

36. CONFIDENTIALITY

You must not either during your employment or after it has ended for any reason disclose to any person or use for any purpose whatsoever or copy any confidential information relating to the affairs of Dorset Mind. This includes information about your employer's service users or clients, other employees or any other matter or information on the employer's database or about your employer's affairs or the affairs of your employer's clients or service users which is not freely available to the public.

37. NON-SOLICITATION

You will not during your employment or for a period of six months after the termination of your employment for any reason attempt to solicit or accept work for private gain on your own behalf from any private individual who is or has been within the previous year a client or service user of Dorset Mind with whom you have had personal dealings in the course of your duties.

You agree that the restrictions set out above are fair and reasonable and necessary to protect the legitimate interests of Dorset Mind. In the event that any part of this clause shall be found by a court to be unreasonable or unenforceable or void that part shall be severed and the remainder of this clause shall be enforceable with such deletion or modification as may be necessary to make it effective and for such period as is found to be reasonable and valid in substitution for the period or periods contained in this clause.

38. NON-WAIVER CLAUSE

Any delay or failure to enforce or apply all or any of the rights that your employer has under this contract will not mean that your employer will therefore give up or lose those rights. The fact that you (or any other employee) has behaved in a particular way or broken the terms of this contract will not mean that your employer approves of or has agreed to that conduct or breach of contract or that your employer gives up or loses the right to fully enforce the terms of this contract at any time now or in the future.

39. YOUR EMPLOYER

The use of the expressions "your employer" and/or "employer" in this contract and in the staff handbook (including those parts of the staff handbook which are not specifically incorporated in this contract) shall mean Dorset Mind and/or any associated company, holding company or subsidiary (as defined in The Companies Act 1985 or any amending Act) and any person, corporate body or partnership to which this contract may be transferred at any time whether by agreement or operation of law or otherwise.

40. JURISDICTION

This contract is made within the jurisdiction of the Courts and Employment Tribunals of England and Wales and shall be governed by the law of England and Wales.

41. WHOLE AGREEMENT CLAUSE

This contract contains the whole agreement between you and your employer and supersedes all previous contracts, agreements, arrangements or understandings whether oral or written. No amendment to this contract will be legally binding unless made in writing and signed on behalf of your employer by a duly authorised person.

42. WRITTEN PARTICULARS REQUIRED BY PART 1 OF THE EMPLOYMENT RIGHTS ACT 1996

This contract contains all the written particulars that your employer is obliged to issue to employees by Part 1 of The Employment Rights Act 1996 and no other statement will be issued unless your terms and conditions are changed.

43. HEADINGS

The headings to clauses used in this contract are for convenience only and shall not affect the interpretation of this contract.