Terms and Conditions of Employment

These terms and conditions are issued to you pursuant to the Employment Rights Acts 1996 in respect of your employment with the [Name of PCC] and should be read in conjunction with your offer letter.

|  |  |
| --- | --- |
| **The PCC/we/us**: | NAME (Companies House registration number ….. and registered charity number ……..) |
| of: | [ADDRESS] |
| **The employee/you**: | [NAME OF EMPLOYEE] |
| of: |  |
| **Job Title**: | [xxx ]. Your job description is enclosed.  The PCC reserves the right at any time during your employment, on giving you reasonable notice, to require you to undertake any duties which fall within your capabilities. |
| **Reporting to**: | [job title of manager] |
| **Start and end dates of this employment** | [INSERT DATE]  The [NAME OF PCC] cannot guarantee any further employment at the end of this fixed-term contract, but may, at its discretion and depending on the availability of a suitable vacancy, elect to offer you a further term of employment on either a temporary or permanent basis. It is, however, a condition of this contract that you agree that your contract of employment is subject to  termination upon the expiry of the fixed term. |
| **Date of start of Continuous Employment** | [INSERT DATE] Any employment with a previous employer does not count as part of your employment with the PCC. |
| **Place of Work**: | Your normal place of work will be [LOCATION OF OFFICE].  The PCC shall be entitled to require you to work at such locations or offices, whether on a temporary or permanent basis as the PCC from time to time direct. The PCC will notify you of such a change and reserves the right to vary/change your place of work. |
| **Normal Hours of Work**: | [xx] Hours per week. These hours will be worked [xx am to xx pm] on [days] inclusive [and see clause 2 overleaf]. |
| **Basic Rate of Pay**: | £[xxx] per annum on a full-time equivalent basis. This will be £ [xxx] per annum pro-rata for a [xx] FTE |
|  |  |

1. The headings in this contract are inserted for convenience only and shall not affect its construction.
2. A reference to a particular law is a reference to it as it is in force for the time being, taking into account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
3. Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.
4. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.
5. Any schedules to this agreement form part of (and are incorporated into) this agreement.

**Subject to the receipt of satisfactory references, evidence of appropriate qualifications, pre-employment checks, and ongoing maintenance of the right to work in the UK and any required DBS check, the PCC offers employment on the terms and conditions set out in this contract.**

# PROBATION

* 1. The first [INSERT AMOUNT] months of your employment will be on a probationary basis, during which time the PCC will assess your overall performance. In the event that the probationary period is not completed to the satisfaction of the PCC during the first [insert amount] months of employment, your employment may be terminated on one week’s notice increasing to [INSERT AMOUNT] month after [INSERT AMOUNT] months of service.
  2. The PCC reserves the right to extend your probationary period, at its discretion, for any period of up to [INSERT NUMBER] months. Further information about probationary periods can be found in the non-contractual employee handbook, as updated from time to time.
  3. On successful completion of your probationary period, the notice period stated in section 13 will apply.

# HOURS OF WORK

* 1. Your normal working hours are stated on page 1 of this contract with [INSERT LENGTH OF TIME] for lunch. Rest periods must be taken at times which are convenient to your department and as agreed by your manager.
  2. We reserve the right to vary your start and finish times and the number of hours worked on any given day, or the days that you work. We may require you to work additional hours, including on weekends and bank holidays, according to the needs of the PCC or at the direction of your Manager.

2.3 Your average working time including additional hours should not exceed 48 hours for each seven-day period in any reference period unless you have agreed, in a separate agreement, to opt out of this limit.

# REMUNERATION

* 1. Your basic salary is stated on page 1 of this contract. This amount will be reviewed annually on the [INSERT DATE] each year, but without any obligation on the PCC to increase your salary. You will be notified of any increase in salary in writing. Any increase awarded following a review will not guarantee an increase following any subsequent review, nor will it dictate the amount of any further increases.
  2. We will pay you monthly by BACS transfer to your bank account on or before the [INSERT DATE] day of each month.
  3. Monthly instalments of your basic pay shall be paid less all required taxes, mandatory withholdings and any other deductions or withholdings requested by you from time to time.
  4. We reserve the right at any time during your employment, or in any event on termination, to deduct from your salary any overpayment made and/or monies owed to the PCC by you, but not limited to, any outstanding training costs, personal loans, advances, cost of personal calls made on parish equipment and the cost of repairing any damage or losses to the parish or its property caused by you, and in particular, any uninsured losses caused by your negligence.

# EXPENSES

* 1. Expenses that you have reasonably incurred in the performance of your duties will be reimbursed in line with the PCC’s Expenses Policy.
  2. If we reasonably believe that expenses have not been properly incurred, but have been claimed for, you may be subject to disciplinary action, up to and including dismissal in serious cases. Any such payment of expenses not properly incurred or authorised may be deducted from your salary or any other sums due to you.

# HOLIDAYS AND HOLIDAY PAY

* 1. Your holiday entitlement is [INSERT NUMBER] days’ Annual Leave, plus 8 Public Holidays (pro rata equivalent for part-time workers).

* 1. Your holiday entitlement is inclusive of your statutory holiday entitlement which is 28 days (pro rata equivalent for part-time workers), which includes annual leave and public holidays. The statutory entitlement cannot be carried over from one holiday year to the next and no pay in lieu can be made to you unless you have a legal requirement to do so.
  2. The holiday year runs from 1st January to 31st December and your entitlement will commence pro rata for each full calendar month from your first date of employment. Further details of the conditions relating to the taking of holidays can be found in the Employee Handbook which is not contractual and may be updated from time to time.
  3. If your employment starts or finishes part way through a holiday year, your holiday will be calculated on a pro-rata basis, rounded up to the nearest half day. You will be deemed to have taken statutory holiday first.
  4. In exceptional circumstances, a maximum of [NUMBER] days accrued leave may be carried forward to the following holiday year. This holiday must be used by [INSERT DATE] in the following year. Any excess leave not taken by the [INSERT DATE] in the following year will be lost without compensation. The carrying over of leave is entirely at the discretion of the PCC and may be refused at the PCC’s sole discretion. All statutory holiday must be taken within the year it is issued.
  5. If you have taken holiday in excess of your entitlement on termination of employment the PCC will make a deduction from your final salary payment accordingly. If you have accrued holiday owing to you, the PCC may at its discretion, require you to take the outstanding holiday during any notice period or garden leave, or make a payment in lieu of the number of days outstanding. Alternatively, the PCC may, at its discretion, require you not to take any holiday during your notice period in order to ensure a smooth handover of your work.
  6. If your employment is terminated without notice, you will not be entitled to holiday pay for holiday which would have accrued during the notice period, had you continued to be employed throughout that time.
  7. If you wish to book holiday, this needs to be agreed with your manager.
  8. The PCC may also refuse to allow you to take holiday in exceptional circumstances where it would be inconvenient to the running of the parish. The PCC reserves the right to refuse holiday up to and including the day before the holiday is due to be taken.

# PENSION [OPTIONAL] AND LIFE ASSURANCE

* 1. The PCC operates a pension scheme, and subject to eligibility requirements, you will be auto enrolled into the scheme. PCC will contribute [X]% of your annual base salary to the scheme [OPTIONAL], while you are required to contribute [Y]% of their annual base salary.
  2. You have the right to opt out of the scheme at any time by providing written notice to the PCC. Upon opting out, you will cease to receive contributions from the PCC and will no longer be required to make contributions to the scheme. You will automatically be re-enrolled you every three years, but you can opt out again if you wish.
  3. You may also, if you wish, make additional voluntary personal contributions. Contributions to the scheme are subject to the maximum contribution levels permitted by HMRC.
  4. The PCC is entitled to replace the provider of the scheme and/or amend, vary, or replace the nature of type of any benefits provided thereunder so long as the overall level of benefit provided is not materially reduced.
  5. **[OPTIONAL]** The PCC shall provide life assurance coverage, subject to the terms and conditions of the relevant insurance policy. This coverage will be equal to **[INSERT NUMBER]** times the Employee's annual base salary. In the event of your death during employment, the benefit will be paid to your nominated beneficiaries. The PCC reserves the right to amend or withdraw this benefit at any time, subject to providing reasonable notice to the Employee.

# TRAINING

* 1. You will be required to undertake mandatory training to equip you to fulfil your role effectively and to comply with statutory requirements. Mandatory training will include, but may not be limited to, Health & Safety, Safeguarding and Data Protection and must be undertaken within three months of joining the parish.
  2. You will be required to undertake mandatory training that is specific to your role. This will include induction training upon commencement with your employment with the PCC, or upon taking up a new role, and any other specific training as defined by your Manager, and as may be required by a relevant professional body.
  3. Mandatory training will be provided by and paid for by the PCC and, where possible, will take place during normal working hours. If the training is provided outside your normal work hours, time off as compensation may be awarded by prior agreement with your manager.
  4. The PCC reserves the right to amend, remove, add to, or update the frequency of mandatory training.
  5. Personal development and non-mandatory training may be approved from time to time and may, at the discretion of the PCC, be paid for by the PCC. The PCC reserves the right to apply a Training Agreement to such training and to deduct from your final salary, or other payments owed to you, the cost of the training as outlined in such an Agreement. Training, other than that pre-agreed by your Manager, must be paid for by you and taken in your own time.
  6. Paid time off for training, study or examinations will be at the discretion of the PCC. The PCC reserves the right to require you to make up the time spent away from work to attend training or examinations during your normal working hours.

# SICKNESS OR INJURY

* 1. During periods of absence from work due to sickness or injury you will be entitled to receive Statutory Sick Pay (“SSP”) at the appropriate rate, subject to any statutory exceptions which may apply to you and subject to your compliance with clause 9 (below). Any payment of salary additional to SSP will be at the discretion of the PCC.
  2. Your entitlement to sick pay and statutory sick pay during sickness absence is set out below: ￼

|  |  |  |
| --- | --- | --- |
| **During Probation** | **After passing probation during the first year of service** | **After one year of service** |
| One week of sick pay at 100% of normal salary | Six weeks of sick pay at 100% of normal salary | 13 weeks of sick pay at 100% of normal salary per year |
| Followed by up to 27 weeks of SSP | Followed by six weeks of sick pay at 50% of normal salary | Followed by 13 weeks of sick pay at 50% of normal salary per year |
|  | Followed by up to 16 weeks of SSP | Followed by two weeks of SSP |

* 1. In deciding the amount of sick pay due to you, the amount of sick pay you have been paid in the 12 months immediately preceding your first day of absence will be taken into account.
  2. Sick pay (where paid) will be calculated at your basic rate of pay (which shall exclude any overtime, or any other payments, but shall include any entitlement you may have to SSP).
  3. If you are prevented by incapacity from properly performing your duties and such incapacity shall be or appear to be occasioned by actionable negligence of a third party in respect of which damages are or may be recoverable, you shall immediately notify the PCC of that fact and of any claim, compromise, settlement or judgement made or awarded in connection with it and shall give to the PCC all particulars that the PCC may reasonably require and shall, if required by the PCC, refund to the PCC that part of the incapacity as the PCC may reasonably determine provided that the amount to be refunded shall not exceed the amount of damages or compensation recovered less any costs borne to you in connection with the recovery of such damages or compensation and shall not exceed the total remuneration paid by way of salary in respect of the period of incapacity.
  4. During any period of long-term sickness absence, your access to our IT network may be temporarily suspended.
  5. We reserve the right to terminate your employment regardless of any right that you may have to SSP, discretionary PCC Sick Pay or any other benefit and without additional compensation for the consequent loss.

# STATUTORY SICK PAY

* 1. No SSP is payable for the first three qualifying days of a period of incapacity for work, unless these are linked to a previous period of incapacity as set out at below. These first three qualifying days are referred to as “waiting days.”
  2. Provided the certification set out at Clause 10 below is supplied by you and provided you follow sickness reporting policies and procedures in place by the PCC from time to time, SSP will be payable from the fourth qualifying day in a period of incapacity for work up to a maximum of 28 weeks. Qualifying days are days of the week on which you are required to be available for work within the terms of your contract.
  3. If two periods of incapacity for work are linked by 56 days or less and provided you have completed three waiting days in the first period of incapacity, these will count as waiting days for the purpose of the second period and the first day of absence in the second period will qualify for payment of SSP.
  4. The provisions in this clause are a summary of the current SSP rules and so are subject to change as the SSP rules are changed.

# NOTIFICATION OF ABSENCE

10.1 You are required to be available for work during your normal working hours. You must make every effort to attend work. Please refer to the non-contractual Employee Handbook for further details.

10.2 Payment of SSP (or any other payment during sickness) is conditional upon your notifying your Manager of your incapacity for work and upon certifying your absence as follows: -

10.3 Arrange for your Manager to be informed as soon as possible by telephone by 9.30 a.m. on the first day of absence and thereafter keep your Manager informed of your condition every 2 days unless you have supplied a Doctor’s Certificate;

10.4 Produce your own signed certification form for any absence from work due to sickness or injury up to 7 successive calendar days, unless you have been previously notified that because of your absence record, or for some other good reason, a doctor’s ‘fit note' certificate is required, in which case the PCC will reimburse the fee charges.

10.5 Absences of more than 7 days must be covered by a ‘Fit note’ from your doctor. Subsequent certificates must be supplied, and you must keep your Manager regularly informed about your expected date of return to work.

10.6 The certificates must be sent to your Manager in order to ensure that payment of salaries and wages during periods of sickness is not delayed or stopped.

# MEDICAL EXAMINATIONS

* 1. In the event of your absence, or if we are concerned that there may be matters which impair your ability to fully perform your duties, or to allow us to fulfil our statutory obligations, the PCC reserves the right to require you to be examined by a medical or occupational health adviser nominated by the PCC and you agree to provide such formal consents as may be necessary for the results of such examinations to be disclosed to the PCC. Any subsequent report shall be processed in accordance with the relevant obligations (and your rights) under the Data Protection Regulations in place at the time.
  2. If you have been absent from work on sick leave, you may not, at the direction of the PCC, be permitted to return to work until your doctor has certified that you are fit to return. When you inform the PCC that you are fit to return, the PCC reserves the right to require you to attend a meeting with the Occupational Health provider/other medical professional acceptable to the PCC prior to you being permitted to return to work. Any subsequent report will be processed in accordance with the relevant obligations (and your rights) under the Date Protection Regulations in place at the time.

# OTHER PAID LEAVE

* 1. Your entitlements to Maternity Leave, Adoption Leave, Shared Parental Leave, Carer's Leave, Time Off for Dependents, Parental Leave, Parental Bereavement Leave, Paternity Leave and any other leave are set out in the Employee Handbook together with details of whether pay is applicable.

# TERMINATION OF EMPLOYMENT

* 1. During the first [INSERT NUMBER] months of probation, your employment may be terminated upon one weeks’ notice. Upon completion of the first [INSERT NUMBER] months your, the period of notice will be [INSERT NUMBER] months on either side.
  2. Upon successful completion of your probation period, this period of notice will increase to [INSERT NUMBER] months on either side. The PCC may, at its discretion, reduce the notice period you are required to give if this would unreasonably restrict your freedom to obtain alternative employment.
  3. During your notice period, you shall continue to perform your duties and responsibilities diligently and to the best of your abilities. You shall also assist in the orderly transfer of duties to a designated successor or as directed by the PCC.
  4. The PCC may, in its absolute discretion, pay you in lieu of notice or for any part of it. The payment will be based on your basic rate of pay and employer pension contributions that you would have received during your notice period or remainder thereof. The payment will be subject to the usual statutory deductions. The payment in lieu of notice will not include any payment in respect of any other discretionary payments or benefits that you would have received or any holiday that would have accrued. You will have no right to payment in lieu of notice unless the PCC exercises its discretion to make such a payment.
  5. Your employment may be terminated by the PCC without notice or payment in lieu of notice if you are found guilty of any gross misconduct.
  6. When the PCC terminates your employment in accordance with clause 13.4, there is no obligation on the PCC to give notice as set out in clauses 13.1 and 13.2, or any other period of notice or to make any payment in lieu of notice. The rights of the PCC are without prejudice to any other rights the PCC may have to terminate your employment.
  7. Upon the termination by whatever means of your employment you shall deliver to the PCC all documents, portable computer equipment, confidential data and all other property belonging to or relating to the PCC which is in your possession or under your power or control.
  8. During any notice period the PCC may require you to take a period of ‘Garden Leave’ during which you will remain at home and will not without the specific authority of the PCC:
* Contact staff, clergy, volunteer, customers, suppliers, or other parties connected with the PCC.
* Enter any premises of the PCC.
* Access any electronic systems, devices or data owned or operated by the PCC.
* Remain or become involved in any aspect of the business of the PCC or any associated PCC, except as specifically required by the PCC.

During any period of Garden Leave, you must remain available for work and must request periods of leave where you are not available for work, as for any other period of annual leave.

* 1. You will remain an employee of the PCC during any period of Garden Leave. You must not, therefore, accept employment from any other person or be engaged in business on your own account during that period. You will continue to receive your salary and all contractual benefits during any period of Garden Leave. Any unused holiday that you have accrued at the start of any period of Garden Leave and any holiday that you accrue during such period will be deemed to be taken by you whilst on Garden Leave.

# SUSPENSION

* 1. The PCC may suspend you from your duties on full pay to allow an investigation into any complaint made against you in relation to your employment with the PCC.
  2. During any period of notice of termination (whether given by the PCC or you), the PCC shall be under no obligation to assign any duties to you or to provide any work and shall be entitled to exclude you from its premises, save for your living accommodation which is on PCC property, if applicable (which shall be dealt with in accordance to the relevant documents setting out the basis on which you occupy such property), provided that this shall not affect your entitlement to receive your normal salary and other contractual benefits (save that you will cease to accrue holiday during any such period subject to any entitlement under the Working Time Regulations 1998).

# DISCIPLINARY AND GRIEVANCE PROCEDURES

* 1. The Disciplinary Policy, including appeal process, and the Grievance Procedure applicable to your employment, are set out in the non-contractual Employee Handbook and are available from your Manager. Please note that these procedures do not form part of your terms and conditions of employment and may be applied at the PCC’s sole discretion.
  2. The PCC reserves the right to impose the disciplinary sanction of suspension without pay to the maximum of one working week as appropriate to the circumstances.

# OTHER WORK

* 1. If you wish to be directly or indirectly involved in any other work during the continuance of your employment with the PCC, or to undertake the role of Trustee or non-Executive Director for another organisation, you must first obtain the permission of your Manager.
  2. Such permission may be granted provided that the number of hours or days per week are agreed in advance with your Manager, that the values and ethos of the organisation you work for or represent do not negatively impact the operation and/or reputation of the PCC and that your work or involvement with that organisation does not constitute any conflict of interest.
  3. Any hours or days granted to undertake the role of Trustee or non-Executive Director will be on an unpaid leave basis.
  4. If the PCC considers that any such additional work is having an adverse effect on the performance of your normal duties, consent is likely to be withheld or withdrawn. This applies to both full and part time employees.

# CONFIDENTIALITY

* 1. You shall not during your employment or at any time after its termination disclose to any person any confidential information concerning the organisation, business or affairs of the PCC, the parish or other parties connected to the PCC which comes to your knowledge during your employment and you shall use your best endeavours to prevent the use, publication or disclosure of such confidential information.
  2. This clause shall not apply to information which is:

used or disclosed in the proper performance of your duties or with the consent of the PCC;

ordered to be disclosed by a court of competent jurisdiction or otherwise required to be disclosed by law; or

comes into the public domain, otherwise than due to a default by you.

# INTELLECTUAL PROPERTY

* 1. All copyright, trademarks, designs, database rights, patents and inventions and all other intellectual property (IP) or protected works made or acquired by you during the course of your employment shall, together with all the worldwide copyright and design rights of all such works, remain the absolute property of the PCC.
  2. You hereby agree to irrevocably and unconditionally waive all rights granted by Chapter IV of Part 1 of the Copyright, Design and Patents Act 1988 that vest in you (whether before, on or after the date hereof) in connection with your authorship of any copyright works in the course of your employment with PCC, wherever in the world enforceable, including without limitation the right to be identified as the author of any such works and the right not to have any such works subjected to derogatory treatment.
  3. All rights and obligations in this clause 18 shall remain in force after termination of this contract.

# MONITORING AND DATA PROTECTION

* 1. We may monitor and record any use that you make of our electronic communication systems for the purposes of ensuring that our rules are complied with and for legitimate business purposes. You must comply with any electronic communication systems policies that we may issue from time to time.

* 1. You confirm you have read and understood our Data Protection Policy, a copy of which can be found in the Employee Handbook. We may change our Data Protection Policy at any time and will notify you in writing of any changes.

* 1. You will comply with the Data Protection Policy when handling personal data in the course of your employment including personal data relating to any employee, officer, clergy, parishioner, customer, supplier, or agent of ours.

* 1. We may process personal data about you (including special categories of personal data) on established legal bases (and on exceptions, allowing the processing of special categories of data where applicable). This may involve disclosure of personal data to any Associated Board Company and to third parties where necessary and to the extent permitted by law.
  2. The PCC processes personal data in accordance with the Data Protection Regulations. You will be provided with access to information that sets out the data you are required to give under the Data Protection Regulations, with regard to the processing of personal data relating to you, that is carried out by the PCC and with regard to your associated rights and obligations under the Data Protection Regulations.
  3. You acknowledge that in the course of your employment you will have access to and process or authorise the processing of personal data (including in some circumstances special categories of personal data) relating to employees, customers, and other individuals with whom the PCC or Associated Companies deal. You acknowledge and agree that this will be subject to confidentiality obligations in Clause 20 and that you will comply with the PCCs lawful instructions (including any relevant policies) in effect from time to time with regard to the relevant processing and with the Data Protection Regulations.

# PCC AND PERSONAL PROPERTY

* 1. In the event you are issued with property belonging to the PCC in connection to your work, it is your responsibility to ensure that the property is kept in good condition and properly maintained. You will be obliged to reimburse the PCC for all losses suffered as a result of the property being lost or damaged, other than by fair wear and tear.
  2. On the termination of your employment, howsoever arising, you must return to the PCC all credit cards, documents, books, manual/computerised records and data, tapes, photographs, computer software, correspondence and other papers and keys and other property belonging to the PCC or any other Companies associated with the PCC which may be in your possession. You will, if so requested, send to a nominated PCC representative a signed statement confirming that you have complied with your obligations under this clause.
  3. No liability can be accepted for loss or damage to personal property on or off PCC premises by fire, burglary, theft, or any other unforeseen circumstances. You are therefore advised to check and obtain your own insurance for personal items.
  4. You must comply with all our rules regarding mobile telephones, including any relevant IT Policies in place from time to time. The PCC reserves the right to deduct from your salary the cost of any private calls made using any mobile phone/s provided by the PCC.

# SECURITY

* 1. You must ensure that all documents, papers, correspondence, and data relating to the PCC are kept secure at all times and carefully locked away at night. You must not, other than in the course of your employment, take any papers or documents belonging to the PCC away from the PCC premises.

# COMPLIANCE WITH POLICIES AND GUIDANCE

* 1. The PCC operates various non-contractual policies and procedures. Although such documents are not contractual, and may be changed from time to time, you are required to read them and take all necessary steps to ensure they are properly observed.
  2. You must, at all times, observe and comply with all best practice guidance, including Safeguarding, Health and Safety and Data Protection. Should you become aware of a breach of such guidance by yourself or others, or you become suspicious that a breach may occur or may have occurred or is occurring, you must immediately report all relevant information following the relevant guidance or procedures provided by the PCC.
  3. You must inform your Manager immediately of any change in personal or professional circumstances which may influence your ability to carry out your role.

# DRIVING

* 1. If your duties involve driving a vehicle, you must at all times hold a current, full, and valid driving licence. You must immediately inform the PCC 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.
  2. A conviction for a driving related offence, or loss of licence, may lead to your dismissal if you cannot perform your duties without driving a vehicle.
  3. If you use your own vehicle for PCC activities, you must ensure you have permission and insurance to do so. The PCC reserves the right to carry out ‘driving entitlement checks,’ or to inspect other documentation, in order to assess your ability to drive on PCC business.

# COLLECTIVE AGREEMENTS/WORKFORCE AGREEMENTS

* 1. There are no collective bargaining agreements or workforce agreements applicable to you or which affect your terms of employment.

# GENERAL

* 1. You shall use your best endeavours to promote and protect the interests of the PCC and shall not do anything which is harmful to those interests.
  2. This contract replaces any previous terms of employment between you and the PCC, whether verbal or written.

* 1. We reserve the right to vary your terms and conditions of employment. Any change will be notified to you in writing at least one month in advance of the variation coming into effect.
  2. It is a pre-condition of your employment that you disclose any criminal convictions (including any relevant spent convictions) and that you will not be in breach of any court order agreement or undertaking or regulatory prohibition by entering into this contract. You understand that a false declaration to this effect is a fundamental breach of contract and may result in your summary dismissal.
  3. Your terms and conditions of employment will be governed by and construed in accordance with English law.

**Signed on behalf of the PCC:**

**……………………………………………………… …………………………………**

**[NAME] Date**

I understand and accept these terms and conditions of employment.

**Signed by employee:**

**……………………………………………………… …………………………………**

**NAME Date**