This Agreement is dated 1st August 2022

Parties:

1. **Imago@Loughborough Limited** incorporated and registered in England and Wales with company number 02355400 whose registered office is at Finance Office, Loughborough University, Loughborough, Leicestershire, LE11 3TU (Company / we / us)
2. **Employee’s Name**] of [ADDRESS] (Employee / you)

AGREED TERMS:

1. **Start Date and Right to Work**

Your employment with us as [insert job title] commenced on [insert date] and shall continue until terminated in accordance with the terms of this Agreement.

For the purpose of continuous employment, your period of employment commenced on [insert date].

Your appointment is subject to the terms and conditions set out in this Agreement, together with any locally agreed policies and procedures which may be approved, varied, or updated by us from time to time. Unless expressly stated, such policies and procedures shall not have contractual effect.

You warrant that you are entitled to work in the UK without any additional approvals and will notify us immediately if you cease to be so entitled at any time during your employment with us.

1. **Duties and Responsibilities**

Whilst you are employed as [insert job title] you will report to [insert job title of Manager], or such person as we may direct from time to time.

Initially your principal duties and responsibilities are as listed on the job description (attached). In addition to these duties you will be expected to carry out other duties from time to time as reasonably required by us.

1. **Probationary Period**

No probationary period applies to your employment.

1. **Salary**

You will be paid £[AMOUNT] per hour. You will only be paid for the hours that you work. You will be paid on the last working day of each month into your nominated bank account via credit transfer for the hours worked in the previous pay period. Pay periods are specified on the Workspace.

1. **Deductions from Pay**

We shall be entitled to deduct from your pay or other payments due to you any money which you may owe to us at any time. We will advise you in advance of such deductions.

1. **Hours of Work**

You shall work on a shift system basis. Your normal basic working hours shall consist of [30/10] hours per week (on average over each pay period) in accordance with the rota notified to you no later than 7 days before the start of each shift rota. If your shift exceeds 6 hours you are entitled to an unpaid break of [30 minutes] to be taken at such time as is specified by your line manager. You could be required to work shifts at any time between the hours of 00.00 and 23.59 Monday to Sunday. Requests to change shifts must be submitted to your line manager before the start of the relevant shift and require authorisation of your line manager in advance. We are under no obligation to approve any request for a shift change. You may be required to work additional shifts by us, and the times and days of such shifts may vary.

1. **Location**

Your normal place of work will be [insert location]. . You may also be required to work at such other place as we may reasonably require for the proper performance and exercise of your duties.

You will not be required to work outside of the UK.

You agree to travel on our business within the United Kingdom as may be required for the proper performance of your duties.

1. **Annual Leave**

The holiday year runs from 1st January to 31st December. If you join or leave us part way through a year, your holiday entitlement during that year shall be calculated on a pro-rata basis by reference to the proportion of the year you have worked.

Holiday entitlement is 5 weeks with pay per year. As your hours of work may exceed your basic guaranteed hours of work, we shall adjust your holiday entitlement through the year to ensure it reflects the average hours and days you work across a 52-week period. For example:

If you average 37.5 hours of work per week over 5 days per week, your holiday entitlement will be a total of 187.5 hrs.  which is the equivalent of 25 days at 7.5 hours.

However, if your average hours and days are more or less than this it works out as follows:

Work 40 hours per week = 200 hours annual holiday

Work 30 hours per week = 150 hours annual holiday

Work 20 hours per week = 100 hours annual holiday

Work 10 hours per week = 50 hours annual holiday

Holiday is paid at the rate of your normal basic pay specified in the ‘Salary’ clause above.

All employees will receive an additional day’s holiday to celebrate their birthday. We also offer additional holidays based on length of service in accordance with our Holiday Policy, which can be accessed on the workspace.

In addition, you are entitled to take an additional 1.6 weeks of paid annual leave in respect of the usual public holidays in England (or time in lieu where you are required to work on a public holiday).

Holiday dates must be agreed in writing in advance by your Line Manager.

Should you be absent for more than 6 continuous weeks for any reason then we reserve the right to suspend accrual of any holiday in excess of the minimum entitlement conferred by the Working Time Regulations 1998. This will not apply to the Ordinary Maternity Leave period.

You are required to use 3 days (or the equivalent hours) of holiday between Christmas and New Year. This is due to the low business demand at this time of year. The only exception to this is if there is a requirement by the Company for you to work.

We reserve the right to require you take holiday on specified dates including periods of shut down and to avoid staff accruing large amounts of untaken holiday. In such circumstances, you will receive notice that is at least twice the number of working days that you are required to take. You may be required to take outstanding holiday during your notice period.

On the termination of your employment, you will receive a payment in lieu of accrued and untaken leave for that holiday year. The amount of such payment shall be one hour’s pay for each accrued but untaken hour of your holiday entitlement. If you take more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payment due to you the excess holiday pay calculated on the basis of one hour’s pay for each hour of holiday taken in excess of your accrued entitlement.

1. **Benefits**

If you are a member of the pension scheme and do not opt out at any time, you will automatically be included in the group life assurance scheme up to age 70 and at no cost to you. This scheme allows for the payment of 2 times your annual pay to your nominated beneficiary in the unfortunate event of your death in service. To enable this please complete the expression of wish form which is available from HR. Participation in the life assurance scheme is subject to:

* the terms of our life assurance scheme, as amended from time to time;
* the rules or the insurance policy of the relevant insurance provider, as amended from time to time; and
* you satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which we consider reasonable.

Full details of the scheme are available on Imago’s Workspace. If the insurance provider refuses for any reason to provide life assurance benefit to you, we shall not be liable to provide you with any replacement benefit of the same or similar kind or to pay you any compensation in lieu of such benefit. In our sole and absolute discretion we reserve the right to discontinue, vary or amend our life assurance scheme (including the level of your cover) at any time on reasonable notice to you.

We also offer access to the following benefits:

* Long service awards
* Free meal during working day
* Access to Employee Assistance Programme (24/7) provided by Health Assured (call 0800 028 0199)
* Access to Loughborough University campus Staff Counselling Service and Occupational Health
* Free use of onsite leisure facilities at Burleigh Springs
* Free uniform where applicable
* Discounted rate on Imago venues accommodation (including for family and friends)
* Free eye test for computer users
* Annual employee party
* Salary sacrifice scheme for Loughborough University Nursery
* Discount on sports facilities on campus - “Loughborough Sport”
* Gift vouchers as rewards for outstanding contributions

Further details of these benefits are available on Imago’s Workspace. We may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.

1. **Training**

You must complete a number of mandatory training courses that will be paid for by us and if you are hourly paid staff, you will be paid for the reasonable time you spend completing this training.

It is a condition of your employment that such training courses achieve a satisfactory outcome.

You are not required to undertake any mandatory training at your own expense.

We encourage all employees to improve their professional, technical and educational standards and we will therefore offer access to a range of non-mandatory training courses. By doing so we hope to support the development of your individual abilities and increase our ability to achieve our business objectives.

1. **Sickness Absence**

If you are absent from work due to incapacity you must notify your line manager of the reason for your absence as soon as possible but no later than the start of your working day on the first day of absence.

In all cases of absence, a self-certification form, which is available on Imago’s Workspace, must be completed on your return to work and supplied to your line manager. For any period of incapacity that lasts for seven consecutive days or more a doctor’s certificate statement giving the reason for the absence must be obtained and supplied to your line manager. Further certificates must be obtained if your absence continues for longer than the period of the original certificate.

If you are absent from work for four or more days by reason of incapacity and you satisfy the relevant requirements, you will be entitled to Statutory Sick Pay (SSP). Your qualifying days for SSP purposes are your normal days of work.

If you are off work due to sickness for during the first three months of your employment, you will receive SSP only. Thereafter, subject to your compliance with this Agreement, you shall be entitled to receive company sick pay on the basis set out below. This does not affect any entitlement you may have to receive SSP for the same periods of sickness absence, although any sick pay you receive from us shall be inclusive of any SSP due to you. Your qualifying days for SSP purposes are your normal days of work.

|  |  |
| --- | --- |
| More than 3 months continuous service but less than 1 year's continuous service: | 4 weeks' full pay and 4 weeks' half pay in any 52-week period. |
| 1 to 2 years' service: | 8 weeks' full pay and 8 weeks' half pay in any 52-week period. |
| 2 to 4 years’ service: | 12 weeks' full pay and 12 weeks' half pay in any 52-week period. |
| 4 years' continuous service or more: | 24 weeks' full pay and 24 weeks half pay in any 52-week period. |

Any further payment of salary during sickness absence will be determined on a case by case basis and may be extended at the sole discretion of Imago’s Chief Executive.

1. **Other Paid Leave**

You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and our rules applicable to each type of leave in force from time to time:

* statutory maternity leave and you may be eligible to receive enhanced maternity pay subject to the rules set out in our family leave policy from time to time;
* statutory paternity leave;
* statutory adoption leave and you may be eligible to receive enhanced adoption pay subject to the rules set out in our family leave policy from time to time;
* statutory shared parental leave and you may be eligible to receive enhanced shared parental pay subject to the rules set out in our family leave policy from time to time;
* parental bereavement leave; and
* bereavement leave.

Further details of such leave and your pay during such leave are available from your line manager or HR. Details of your statutory entitlements can be found on relevant government websites.

We may replace, amend or withdraw our policy on any of the above types of leave at any time.

1. **Termination and Notice Period**

For the first 3 months of your employment, you will be required to give and entitled to receive 1 weeks’ notice to terminate your employment. Thereafter, you will be required to give us 1 months’ notice in writing to terminate your employment and we are required to give you 1 months’ notice where you have continuous service between 3 months and 5 years, then an additional 1 week of notice for each complete year of service, up to a maximum notice period of 12 weeks after 12 years’ continuous employment.

We may at our discretion terminate your employment without you needing to work your notice and make a payment of basic pay in lieu of notice to you.

We shall be entitled to terminate your employment at any time without notice or payment in lieu of notice in the event of gross misconduct or if you commit a serious breach of your obligations as an employee or if you cease to be entitled to work in the UK.

1. **Garden Leave**

During your notice period, we may place you on garden leave. During garden leave:

* you shall remain our employee and bound by the terms of this Agreement;
* you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
* we shall be under no obligation to provide any work to you;
* we may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as we may decide;
* you shall ensure that your line manger knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
* we may exclude you from our premises;
* we may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of ours; and
* you should not be engaged in any other capacity with any other business unless we have specifically given you written permission to do so.
1. **Pension**

There is a Group Personal Pension Plan which you will be contractually enrolled into on your first day of employment. If you wish to opt-out, please obtain an opt-out notification form from the AEGON website at [www.aegon.co.uk/content/dam/ukpaw/documents/opt-out-notification-form.pdf](http://www.aegon.co.uk/content/dam/ukpaw/documents/opt-out-notification-form.pdf). Once you have completed it, please send the form back to HR or email an electronic version to imagopensions@lboro.ac.uk.

1. **Disciplinary and Grievance Procedures**

Your attention is drawn to the disciplinary rules and procedure, and grievance procedure, applicable to your employment, copies of which are available on Imago’s Workspace. These rules and procedures do not form part of your contract of employment.

If you wish to appeal against a disciplinary decision you may apply in writing to Chief Executive in accordance with our disciplinary procedure.

If you wish to raise a grievance you may apply in writing to Chief Executive in accordance with our grievance procedure.

1. **Confidentiality**

During the course of your employment you may see, hear and/or have access to confidential information. For these purposes ‘confidential information’ means any information or matter about our business or affairs (or those of our business contacts or clients) or about any other matters that come into your knowledge in the course of your employment with us and which is not in the public domain (or which is in the public domain only as a result of your breach of this agreement).

The restriction on the use and disclosure of confidential information does not apply to:

* any use or disclosure of confidential information that has been authorised by us, is required by law or is carried out in the proper course of your duties; or
* any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
1. **Company Property**

All documents, manuals, hardware and software provided for your use by us, and any data or documents (including copies) produced, maintained or stored on our systems or other electronic equipment (including mobile phones), remain our property.

Any company property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to your line manager at any time on request and in any event prior to the termination of your employment with us.

1. **Change in Personal Circumstances**

Please enter any changes to your personal circumstances into myHR as soon as they occur. This includes but is not limited toa change of name or address. Please also ensure that your emergency contact details are kept up to date in myHR.

In the case of arrest and/or conviction on a criminal charge (including a disqualification from driving) you must inform your line manager and HR immediately.

1. **Other Employment**

You shall not work for anyone else while you are employed by us without our prior written approval. If you want to work elsewhere alongside your employment with us, please write to you Manager with the details. They will discuss your request with the HR team and let you know whether or not they believe that it might affect your ability to carry out your role with us effectively or be a conflict of interest and will confirm whether we approve your request.

1. **Post- Termination Restrictions**

You are not subject to any post-termination restrictions other than those imposed in this contract of employment or by law.

1. **Health, Safety and Wellbeing**

You have a statutory duty to observe all health and safety rules, policies and procedures and to attend all appropriate training courses as requested by us. You are also expected to take reasonable care and personal responsibility to promote the health and safety at work of yourself, your fellow employees and our guests.

Details of all statutory and Imago health and safety policies can be found on Imago’s Workspace.

1. **Data Protection**

We will collect and process information relating to you in accordance with the privacy notice which is available at <https://www.imagovenues.co.uk/assets/docs/imago-staff-privacy-notice.pdf>.

You shall comply with our Data Protection Policy when handling personal data in the course of your employment. Failure to comply with our Data Protection Policy and all other related data protection and procedural information provided to you may lead to disciplinary action being taken against you, which may include your dismissal.

1. **Media Statements**

You are not permitted to make any comment to the media regarding us or our business. If you receive any request to comment from the media, you should decline to comment and report the request to your line manager

1. **Changes to Terms**

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.

1. **Collective Agreements**

There are no collective agreements in place which affect the terms and conditions of your employment.

1. **Entire Agreement**

This Agreement and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings (whether written, oral or implied) relating to your employment.

1. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

1. **Third Party Rights**

No one other than a party to this agreement shall have any right to enforce any of its terms.

1. **Schedules**

The schedules to this agreement form part of (and are incorporated into) this agreement.

|  |  |  |
| --- | --- | --- |
| Signed by Spencer Graydon for and on behalf of Imago@Loughborough Limited |  | Text, letter  Description automatically generatedEmployer |
|  |
|  |
| Signed by EMPLOYEE NAME |  | ......................................................Employee |

**SCHEDULE 1**

**Mandatory Training**

All Imago Venues employees must complete the following mandatory training. The time taken to complete any mandatory training will be paid.

Specific mandatory training for your job role can be found in your job description.

* Fire Safety
* Introduction to Health & Safety
* Information Security
* Respecting Diversity
* Manual Handling
* PCI Compliance (for employees handling credit cards only)
* Introduction to food safety/Food Safety L2 (for employees handling food only)
* Allergens (for employees handling food only)
* COSHH (for employees handling chemicals only)
* Healthy Working (for employees extensively using display screen equipment)
* First Aid Qualification (for Duty Managers)
* Life Saving Qualification (Burleigh Springs team members)