

VERSION CONTROL

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[NOTE – PLEASE ONLY AMEND WHAT IS CONTAINED IN SQUARE BRACKETS. This template contract contains mandatory clauses which must not be deleted.]

An ‘OR’ contained within a clause indicates that the issuer should pick between options as appropriate. Please note that one part of such a clause should remain.

This is a template contract that requires tailoring to the individual role; please complete all outstanding sections appropriately, where indicated in bold and square brackets.

It is recommended that you seek further advice if you are unsure or wish to make any changes to the template contract.

Always seek further advice if you are changing existing employees’ terms and conditions of employment, including rolling this contract out to them.

These notes are for general information only: they are not legal advice. You should always seek specific legal advice on your individual circumstances.

Please delete all drafting notes (including this one) from the version of the contract to be signed.]

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made the [] day of [] 20[]

BETWEEN

1. **[Name of Sailing Club]** of **[address of Sailing Club]** (the “**Club**”); and
2. **[Name of employee]** of **[Employee address]** (“**You**”)

This Agreement (the “**Agreement**”) sets out details of your employment with the Club which is required to be given to you by **[name of Sailing Club]** under Part 1 of the Employment Rights Act 1996. This document forms the terms and conditions of your contract of employment.

1 COMMENCEMENT OF EMPLOYMENT

- 1.1 Your employment with the Club commenced on **[insert date]**. This is the date that your period of continuous employment began. Any employment with a previous employer does not count as part of your continuous employment with the Club.
- 1.2 The Club reserves the right to take up references from the referees named by you in your application for employment or to make other appropriate checks or enquiries including but not limited to a Disclosure and Barring Service (“**DBS**”) check. An unsatisfactory reference or check (including DBS) may result in withdrawal of the offer of employment or disciplinary proceedings being brought against you.
- 1.3 By signing below you acknowledge that this Agreement sets out the entire agreement between the parties and supersedes all prior agreements or discussions including any statements, representations, proposals and understandings whether made orally or in writing concerning your terms and conditions of employment and you confirm that you are not relying on any other discussions or prior agreements in accepting employment with the Club.

2 DUTIES

- 2.1 You are employed as a **[sailing instructor]** and will report to **[insert name]** who is your line manager.
- 2.2 Your duties will include **[list specific duties]**. You shall faithfully and diligently perform all acts, duties and obligations and comply with such orders as may be required by the Club.

3 HOURS OF WORK

[NOTE: USE THE BELOW CLAUSE FOR STANDARD FULL TIME AND PART TIME EMPLOYEES.]

- 3.1 [Your basic hours of work are **[insert number of hours]** hours per week, **[Monday]** to **[Friday]** including applicable breaks as communicated to you from time to time. The Club reserves the right to change your start and finish times.]

[OR - USE THE BELOW CLAUSE FOR EMPLOYEES WHO WORK SET DAILY HOURS BUT ON VARYING DAYS.]

[You shall work **[insert number]** hours per week on such days in the week as are agreed between the Club and you at least **[one week]** in advance.]

[OR - USE FOR EMPLOYEES WHO WORK A CERTAIN NUMBER OF DAYS PER WEEK BUT THESE CHANGE ON A REGULAR BASIS.]

[You shall work **[insert number]** days each week on such days as are agreed between the Club and you at least **[one week]** in advance, provided that your total hours in such week do not exceed **[insert number]** hours.]

You may be required to work additional hours, either when requested to do so by us or for the proper performance of your duties. **[Subject to prior authorisation from your line manager, you will] OR [You will not]** be entitled to be paid extra remuneration for any such additional hours worked in excess of your basic weekly hours. **[Please refer to your line manager for further details]**

- 3.2 [The Working Time Regulations 1998 impose an obligation on employers to ensure that employees do not work more than an average of 48 hours per week. By signing this Agreement, you will opt out of that provision and the 48-hour limit will not be applicable to your employment. You may terminate this opt out at any time by giving not less than three months' notice to your line manager.]

4 PLACE OF WORK

- 4.1 Your principal place of work is the Club premises at **[insert address of sailing club]**. However, you may be required to work at other premises associated with the Club as required from time to time.

- 4.2 You may be required to travel [throughout the United Kingdom] in the performance of your duties. However, you [will/will not] be required to work outside of the United Kingdom for periods of more than one month at a time.

- 4.3 **IF TRAVEL ABROAD (AND DO NOT DELETE 4.2):** [You will be required to work in [country] for [details of duration]. During this period you will be paid in [currency]. You [will/will not] receive an additional allowance to cover the expense of moving abroad.]

5 REMUNERATION

[NOTE: USE BELOW CLAUSE FOR A FULL TIME EMPLOYEE.]

- 5.1 Your basic salary is £ **[insert figure]** per year payable by equal **[weekly/monthly]** instalments in arrears, **[normally on the last working day of each calendar month]**.

[OR - USE BELOW CLAUSE FOR A PART TIME EMPLOYEE.]

Your basic salary is £ **[insert amount]** per year (calculated on a pro rata basis by reference to a full-time equivalent of £**[insert amount]**) which shall accrue from day to day and be payable by equal **[weekly/monthly]** instalments in arrears, **[normally on the last working day of each calendar month]**.

[OR - USE BELOW CLAUSE FOR AN HOURLY PAID EMPLOYEE.]

The Club's will pay you £ **[insert amount]** an hour (gross). You will be paid **[weekly/monthly]** in arrears **[on or about the [insert date] of each month]** for the hours worked in the previous month.

- 5.2 You authorise the Club to deduct from your remuneration any sums due from you to the Club during your employment or in any event on its termination including but not limited to any overpayment of salary, holiday taken in excess of that accrued during the holiday year, training costs, pension contributions which may be required to be deducted under the auto enrolment regime, the cost of repairing any damage or loss to the Club's property caused by you (and of recovering the same) and any other sums owed by you to the Club.

6 PENSIONS

The Club complies with its statutory duties in respect of pension auto-enrolment. For further information about your pension choices including the applicable rate of employer and employee contributions please contact **[insert name]**.

7 PROBATIONARY PERIOD

- 7.1 The first **[3]** months of your employment are probationary and your employment may be terminated during this probationary period at any time on **[one week's]** notice by either side **[or, in the case of the Club, payment in lieu of [one week's] notice.]**
- 7.2 We may, at our discretion, extend this probationary period for up to a further **[NUMBER]** months. During this probationary period, your performance and suitability for continued employment will be monitored.
- 7.3 [If you are absent from work due to incapacity during your probationary period for a period which exceeds [one week], your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.]
- 7.4 At the end of your probationary period, you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

8 HOLIDAYS

- 8.1 The Club's holiday year runs from **[1 January]** to **[31 December]**. You will be entitled to **[28]** days' paid holiday in each complete holiday year or the pro-rated equivalent if you work part time. **[From this entitlement you will be required to take a day's holiday for each bank/public holiday normally observed in England.] OR [Bank/public holidays are normal working days at the Club. If you wish to take holiday on such days you must apply in the normal way in accordance with the Club's holiday policy.]**
- 8.2 If your employment commences part way through the holiday year, your holiday entitlement during your first year of employment shall be calculated on a pro-rata basis rounded up to the nearest whole day.
- 8.3 If, on the termination of your employment (arising at any point), you have exceeded your accrued holiday entitlement, the excess will be deducted from any sums due to you. If you have any unused holiday entitlement, we may require you to take such unused holiday during any notice period.
- 8.4 Before you make any holiday arrangements, you should discuss your holiday leave with your line manager and exact holiday dates must be authorised by the Club in accordance with any holiday request procedure in place from time to time. Whilst every effort will be made to accommodate your wishes, the staffing needs of the Club must take precedence, it may not therefore always be possible to authorise holidays on the dates requested.
- 8.5 You will not be entitled to receive payment in lieu of holiday which is not taken except where your employment ends.
- 8.6 All holidays accrued must be taken in the current holiday year. You may not carry any unused holiday entitlement forward to a subsequent holiday year and therefore, on the termination of your employment you shall only be entitled to pay in lieu of holiday in respect of your final holiday year.

9 SICKNESS AND PAY

- 9.1 On your first day of sickness or injury absence you are required to telephone your line manager at least **[60 minutes]** before you are due to start work or as soon as practicable. You must inform them of your reason for absence and your expected length of absence. You are required to telephone your line manager on each subsequent day of sickness absence in order to update them as to your expected return to work date.
- 9.2 On your return to work you will be required to complete and sign a self-certification sickness form with your line manager. If you remain absent from work for a period exceeding seven consecutive days (including weekends) you will be required to supply the Club with a medical certificate. [Further details on the provision of doctors' certificates are set out in [insert details]]

- 9.3 The Club reserves the right to require you at any stage of absence to undergo a medical examination by a doctor or consultant nominated by it, in which event the Club will bear the cost, in order to assess your working capability and/or to enable the Club to perform its legal obligations. You agree to co-operate fully with any such request.
- 9.4 If you are absent from work due to sickness or injury you will be entitled to receive Statutory Sick Pay (“**SSP**”) when you qualify for it under the prevailing legislation.
- 9.5 Your entitlement to SSP is subject to the Club’s right to terminate your employment in accordance with clause 19 below and the Club shall not be liable to provide, or compensate you for the loss of, such benefits.
- 9.6 You may lose your right to SSP if, for no good reason, you do not notify the Club of your absence through sickness or injury or fail to produce a doctor’s certificate if so requested. Failure to comply with this requirement may result in disciplinary action being taken against you.
- 9.7 If your absence has been caused by actionable negligence of a third party in respect of which damages are (or may be) recoverable, you must immediately notify your line manager of that fact and use your best endeavours to recover damages from the third party. You must promptly notify your line manager of any claim, compromise settlement or judgement made or awarded and give to him all of the details that he requires. You may be required to refund to the Club that part of any damages recovered relating to loss of earnings for the period of absence as the Club may reasonably determine.

10 BENEFITS

10.1 [You are not entitled to any benefits during your employment]

OR

10.2 [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].]

11 HEALTH AND SAFETY

11.1 It is your duty, while at work, to take reasonable care of your own health and safety and that of other persons who may be affected by your acts or omissions.

- 11.2 You will co-operate with the Club in respect of any legal duty or requirement imposed on the Club by any relevant statutory health and safety provision. Breach of these requirements may lead to disciplinary action being taken against you.
- 11.3 You will be required to dress appropriately for your duties and working conditions. Your line manager is responsible, at their absolute discretion, for determining what attire is reasonably appropriate. If you attend work inappropriately dressed you may be sent home to change.

12 CLUB PROPERTY

- 12.1 By virtue of your position you acknowledge that you may be required to use various sailing equipment or otherwise owned and insured by the Club. You are hereby made expressly aware and agree you have an obligation to adhere to the following contractual obligations:

12.1.1 to only use equipment you have been given express permission to use by your line manager (and not by a fellow casual worker or employee of the Club) either:

- a) routinely in the fulfilment of your duties, or
- b) on a case by case basis, (where permission will be required on each occasion).

12.1.2 to only use equipment you are qualified to use either by law, or where no law exists by experience in agreement with your line manager

12.1.3 to only use equipment in accordance with the insurance parameters attached to that equipment

12.1.4 to provide to your line manager any valid certificate of competency you hold for any such equipment where required. For the avoidance of doubt it is your responsibility to renew any such certificate of competency if it is due to expire and provide your line manager with a copy of the renewed certificate

12.1.5 not to do anything that would invalidate or make voidable the Club's insurance

- 12.2 You must not remove any material or equipment of any kind from the Club's premises without the prior permission of your line manager. You must not use the Club's time, material or equipment for any unauthorised work.

13 CLUB DOCUMENTS

- 13.1 [All documents (in any media), provided for your use by the Club, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones), remain the Club's property at all times.

13.2 Any of the Club's property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to the Club at any time on request and in any event prior to the termination of your employment.]

14 GRIEVANCE PROCEDURE¹

14.1 The Club operates a grievance procedure, a copy of which will be provided to you with this Agreement. You may use the Club's grievance procedure to lodge complaints regarding any employment related matter but this is not intended to be contractually binding and the Club reserves the right not to follow any part of it where it considers it appropriate not to do so.

14.2 In the event of a grievance, you should contact [insert name and position].

15 DISCIPLINARY PROCEDURE

15.1 The Club operates a disciplinary procedure, a copy of which will be provided to you with this Agreement. The disciplinary procedure does not form part of your contract of employment and is not intended to be contractually binding. The Club reserves the right not to follow any part of the disciplinary procedure where it considers it appropriate (for example, if you have less than 2 years' service).

15.2 The Club reserves the right in its absolute discretion to suspend you from work in order to investigate any disciplinary matter by giving you notice of suspension in writing. Such notice will specify the dates of your suspension and the conditions applicable to your suspension.

15.3 In the event you want to appeal a disciplinary decision, you should contact [insert name and position].

16 OTHER PAID LEAVE

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

16.1.1 statutory maternity leave;

16.1.2 statutory paternity leave;

16.1.3 statutory adoption leave;

16.1.4 shared parental leave;

16.1.5 parental bereavement leave;

16.1.6 emergency time off for dependants leave [; and]

¹ It is a requirement under the Employment Rights Act 1996 to specify the disciplinary rules applicable to the employee. The RYA website provides a template for a disciplinary and grievance policy which can be used by the Club.

16.1.7 [compassionate leave.] or [OTHER TYPE OF PAID LEAVE].

16.2 Further details of such leave [and your pay during such leave] are available [from POSITION].

16.3 The Club may replace, amend or withdraw the Club's policy on any of the above types of leave at any time.²

17 TRAINING³

17.1 During your employment:

17.1.1 you must complete health and safety training and IT training.

17.1.2 [you are entitled to take part in various training courses which the Club may provide from time to time. This may include safe operating procedures training. Specific details of what courses might be available [can be found [on the intranet] [in the Staff Handbook] 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

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

18 PREVENTION OF ILLEGAL WORKING⁴

18.1 You must provide proof of your eligibility to work in the UK prior to the commencement of your employment.

18.2 It is your responsibility to ensure that you have valid and up to date documentation that confirms your eligibility to work in the UK throughout the course of your employment. You must notify your line manager if, for any reason, your immigration status changes. You must provide your line manager with all renewals of any document relating to your eligibility to work in the UK as soon as it is received and you must declare any changes to the conditions attached to such documents immediately. Any failure by you to comply with the obligations in this clause may lead to disciplinary action being taken. Where appropriate, such action may result in your dismissal with or without notice.

19 TERMINATION OF EMPLOYMENT

² Clubs may only amend or withdraw club policy on what is over and above the statutory entitlement to other paid leave.

³ This clause must be included. Please only delete what is contained in the square brackets where appropriate.

⁴ We strongly advise that all employers undertake the relevant document checks. Failure to do so will mean that an employer is unable to establish the statutory excuse in defence of any civil and/or criminal sanctions which may be brought against them should they be found to have unknowingly employed someone who is not eligible to work in the UK. You may find the following guidance helpful: [An employer's guide](#) to acceptable right to work documents; and frequently asked questions about the illegal working civil penalty scheme.

- 19.1 Your contract of employment is terminable by the Club and you by giving to the other in writing, the following notice:
- | | |
|--------------------------------|---|
| Less than 2 years' service - | 1 week's notice |
| Two to twelve years' service - | 1 week's notice for each complete year of service |
| 12 years' service and above - | 12 weeks' notice |
- 19.2 The Club may, at any time and at its absolute discretion, terminate your employment with immediate effect by notifying you in writing that it is doing so and confirming (whether in writing or not) that it has or will (as the case may be) make a payment in lieu of your notice (or any remaining notice) to you. For the avoidance of doubt, your employment will terminate immediately upon the Club giving you any such written notification. Any payment in lieu will be based on your basic salary only.
- 19.3 The Club reserves the right to require you not to attend work and/or not to undertake all or any of your duties of employment during any period of notice (whether given by you or the Club), provided that the Club shall continue to pay you your salary and contractual benefits. You will remain employed by the Club during this time and must continue to observe all your terms and conditions of employment (whether express or implied).
- 19.4 Nothing in this Agreement prevents the Club from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act of gross misconduct by you.

20 CONFIDENTIAL INFORMATION

- 20.1 You must not use or disclose to any person who is not a fellow employee any confidential or other potentially sensitive business information relating to our business or our clients which may come to your knowledge during the course of your employment. This applies both during and after your employment with us. "Confidential information" for these purposes includes, without limitation, information which is not in the public domain relating to the Club or the business, finances of the Club including without limitation details of suppliers and their terms of business, details of members, the prices charged to and terms of membership with members, financial information (save to the extent that these are included in published audited accounts), any proposals relating to the expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, which comes into the Instructor's possession and which the Club regards, or could reasonably be expected to regard, as confidential, whether or not such information is reduced to a tangible form or marked in writing as "confidential", and any and all information which has been or may be derived or obtained from any such information.

- 20.2 We consider confidentiality is an extremely important issue and will take appropriate disciplinary action in the case of unauthorised disclosure of confidential information. This clause is not intended to prevent you disclosing information required by or allowed by law.
- 20.3 [Nothing in this clause shall be construed or interpreted as preventing you from making a “protected disclosure” within the meaning of the Public Interest Disclosure Act 1998. In circumstances where you consider it is necessary to make such a disclosure, you should follow the Club’s whistleblowing policy.]

21 [EXCLUSIVITY OF SERVICE

- 21.1 During your employment with the Club you shall not directly or indirectly:-
- 21.1.1 be employed, engaged, concerned or interested in any other business or undertaking; without the prior consent of the Club; or
- 21.1.2 be involved in any activity which the Club reasonably considers may be, or becomes, harmful to the interests of the Club or which might reasonably be considered to interfere with the performance of the duties of your employment.]

22 DATA PROTECTION

- 22.1 The Club is committed to complying with the principles and requirements of the Data Protection Act 2018 in relation to the holding and processing of your personal data, including special categories of data.
- 22.2 The Club will hold and process, both electronically and manually, personal data relating to you which is necessary for the performance of this Agreement and for other lawful processing reasons such as where it is in the Club’s legitimate interests and where it is necessary for compliance with a legal obligation.
- 22.3 Such personal data includes, without limitation, your employment application, references, bank details, performance appraisals, holiday and sickness and other absence records, expenses information, salary reviews, remuneration details, data regarding employment benefits and other records which may include sensitive personal data (also known as special categories of data) relating to your health. Special categories of data is defined as personal data relating to racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition, sexual life, biometric data or genetic data.
- 22.4 Full details of the Club’s personal data processing activities are set out in the Club’s Data Privacy Policy, a copy of which is [enclosed or available at the following link on the intranet [include link].
- 22.5 The Club may make your personal data available to any third parties that provide products or services to the Club (such as HR and Payroll system administrators, pension administrators and benefits providers), regulatory authorities, potential

purchasers of the Club or the business in which you work, or as may be required by law. Further details will be set out in the club's Data Privacy Policy.

- 22.6 You have an obligation to comply with the Club's Data Protection Policy and the Club processes for the proper management of employee and customer data as amended from time to time. You hereby acknowledge that, by signing this Agreement, you have read and understood the Club's Data Protection Policy.

23 COLLECTIVE AGREEMENTS

There are no collective agreements affecting your employment.

24 CONTACT DETAILS

- 24.1 You must let us know as soon as possible about any change to your personal details and in particular any change of address (whether permanent or temporary), or during any period of absence of more than 2 weeks, an appropriate way of contacting you for any reason, including to terminate your employment in accordance with clause 19. Failure to inform us of a new address or other contact details may result in disciplinary action being taken against you.
- 24.2 If the Club wishes to contact you during any period of absence (other than authorised annual leave) it may, at its absolute discretion, do so by sending written notice by first class post to the address held on file for you by the Club. In the event of any dispute as to whether or not such notice has been served, you agree that it will be deemed served on the second business day after it was posted to that address.

25 CHANGES TO YOUR TERMS AND CONDITIONS OF EMPLOYMENT

The Club reserves the right, in its absolute discretion, to make any changes to any of your terms and conditions of employment. The Club will give reasonable notice to you and consult with you before imposing any such change

26 JURISDICTION

This Agreement shall be governed by and interpreted in accordance with English Law. The parties hereby submit to the exclusive jurisdiction of the English courts.

.....

.....

For and on behalf of **[Name of Sailing Club]**

Date

I accept the terms and conditions of my employment as set out in this Agreement.

.....

.....

[Name of employee]

Date

RYA Responsibility Statement:

The RYA Legal Team provides generic legal advice for RYA members, affiliated clubs, class associations and Recognised Training Centres. The information contained in this Guidance represents the RYA’s interpretation of the law as at the date of this edition. The RYA takes all reasonable care to ensure that the information contained in this Guidance is accurate and that any opinions, interpretations and guidance expressed have been carefully considered in the context in which they are expressed. However, before taking any action based on the contents of this Guidance, readers are advised to confirm the up to date position and to take appropriate professional advice specific to their individual circumstances.