

Telephone: 020 8551 1299

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[www.sonographersmedical.com](http://www.sonographersmedical.com)

e-mail: [enquiries@sonographersmedical.co.uk](mailto:enquiries@sonographersmedical.co.uk)

## TERMS AND CONDITIONS OF EMPLOYMENT

Employer's name and address:

**Sonographers Medical Ltd**, of: 10A Highview Parade, Woodford Avenue, Ilford, Essex, IG4 5EP. (the "Company")

Employee's name and address:

In terms of the Employment Rights Act 1996 (the "Act") this agreement gives details of your terms and conditions of employment with the company together with other workplace information, as at the data of this agreement.

### 1 JOB TITLE AND DUTIES

1.1 You are employed as a \_\_\_\_\_ with effect from \_\_\_\_\_ (The "Commencement Date").

1.2 You will perform all duties required of you by the company.

1.3 You are under a statutory duty under the Health and Safety at Work Act 1974 to observe all health and safety rules and to take all reasonable care to promote the health and safety of yourself and others. Whilst employed by the company you must comply with all the company's rules, regulations and policies from time in force and any rules which the company's clients/customers may require you to observe whilst working on their premises.

1.4 If you are required to perform driving duties as part of your employment, then your employment is conditional on your holding a valid driving license and not being disqualified from driving for any period whatsoever.

### 2 COMMENCEMENT OF EMPLOYMENT

Your period of continuous employment with the company commenced on the commencement date except that, where this agreement accurately reflects an arrangement between the parties which preceded the commencement date and the parties so agree, your employment in accordance with the provisions of this agreement shall be deemed to have commenced on the date when such arrangement began.

### 3 REMUNERATION

3.1 The company undertakes at all times during the currency of this agreement (and subject to the terms of this agreement) to use reasonable endeavours to allocate to you suitable work paid at the rate at least equivalent to the then current National Minimum Wage. For the avoidance of doubt there is no entitlement to any particular number of hours of work in any particular period of 12 months. The provisions of the Apportionment Act 1870 shall not apply to this agreement. Save as provided for herein the company does not guarantee that there will always be suitable work to which you can be allocated. You acknowledge that there may be periods when no work is available for you. In such circumstances the company has no obligation to pay you when you are not carrying out work. You are obliged to work when required by the company. If you do not work when required to do so by the company, without good cause, the company shall be entitled to terminate your employment with immediate effect.

3.2 Your rate of pay will at all times be no less than the National Minimum Wage currently in force per hour worked. Enhanced rates may be applicable depending on the work you are required to perform. Where overtime rates are applicable you will be notified of this prior to the commencement of the work. Payment will be made weekly in arrears directly into your nominated bank account by Friday of each week in respect of the hours worked during preceding week, subject to deduction of tax, National Insurance and an administration fee if applicable.

3.3 For the purposes of sections 13-27 of the Act, you agree that the company may deduct from your remuneration and sums due from you to the company including, without limitation, any overpayments, loans or advances made to you by the company. You also agree that the company will make an administration charge for processing of payments.

3.4 Within 3 days of receipt of your payslip you will bring any discrepancy with your pay to the company's attention.

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#### 4 EXPENSES

You will be reimbursed for any expenses properly incurred in connection with your duties in accordance with the company's expenses policy as amended from time to time.

#### 5 NORMAL HOURS OF WORK

5.1 You do not have normal hours of work. Your assigned hours of work will vary according to the requirements of the company's clients. It is a condition of your employment that you work flexibly in accordance with these requirements. The company will give you as much advance notice as is reasonable practicable of the hours you will be required to work.

5.2 In particular, you agree to work hours which exceed the maximum average weekly working time limit of 48 hours imposed by the Working Time Regulations 1998. You may withdraw your agreement on giving to the company three months' prior written notice.

#### 6 PLACE OF WORK

6.1 You do not have a normal place of work. You are a site based employee and will therefore be required to work at any of the company's premises or at the premises of its customers, clients, suppliers or associates, including worldwide, as the company may determine from time to time.

6.2 You will not be required to work overseas for periods exceeding one month.

#### 7 TERMINATION

7.1 The length of prior written notice that you must give the company in order to terminate your employment is one week.

7.2 The length of prior written notice that the company must give you in order to terminate you employment is:

- (a) one weeks notice if you have been continuously employed for less than 2 years; and then
- (b) one weeks notice for each year of continuous employment with the company up to maximum of 12 weeks notice after 12 or more years of continuous employment.

7.3 The company may, at its absolute discretion, require you not to attend at work and/or not to undertake all or any of your duties hereunder and/or not to contact any of the company's clients, during any period of notice (whether given by the company or you), provided always that the company shall continue to pay your salary and contractual benefits. For the avoidance of doubt, there is no obligation on the company to provide you with any work during any period of notice and you will not be entitled to work on your own account or on account of any other person, firm or company during that period.

#### 7 NORMAL RETIREMENT AGE

The company has no normal retirement age.

#### 8 HOLIDAYS AND HOLIDAY PAY

9.1 Your annual leave is calculated at a pro-rata rate, based on the number of hours worked. The pro-rata rate shall be either 10.17% or whatever higher limit is required to comply with European and UK law.

9.2 The company's holiday year runs from 6<sup>th</sup> April to 5<sup>th</sup> April.

9.3 There is no minimum period of employment before annual leave begins to accumulate.

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9.4 If on the termination of your employment, you have taken holidays in excess of statutory holiday entitlement which has accrued to you at that time you will be required to repay to the company holiday pay in respect of those holidays.

9.5 The company reserves the right to require you to take any unused holiday during your notice period, or during periods when the company is not able to provide you with any work.

9.6 Holidays must be taken at times agree by the company. All holidays must be taken in the holiday year in which they accrue and cannot be carried over to the next holiday year. Any holiday not taken by the 5<sup>th</sup> April will be lost.

## 10 SICKNESS OR OTHER ABSENCE

10.1 If you are absent from work for any reason and your absence has not previously been authorised by the company you must inform the company before you are due to start work on your first day of absence.

10.2 In respect of absence due to sickness, injury or accident that continues for more that seven consecutive days (including weekends) you must provide the company with a medical certificate stating the reason for the absence. Thereafter medical certificates must be provided to the company to cover the remainder of the period of continuing absence. Failure to follow these requirements may results in disciplinary action and loss of statutory sick pay.

10.3 If you are absent from work due to sickness, injury or accident and comply with the requirements in this clause you will be paid statutory sick pay in accordance with the provision of the applicable legislation. For the purposes of statutory sick pay, the "qualifying days" are Monday to Friday inclusive.

## 11 CONFIDENTIAL AND OTHER RESTRICTIONS

11.1 For the purposes of this clause, "confidential Information" means all information which is identified or treated by the company or any of the company's clients or customers as confidential or which by reason of its character or its circumstances or manner of its disclosure is evidently confidential including (without prejudice to the foregoing generality) any information about business plans, proposals relating to the acquisition or disposal of a company or business or proposed expansion or contraction of activities, maturing new business opportunities, research and development projects, designs, secret processes, trade secrets, product or services development and formulae, know-how, inventions, sales statistics and forecasts, marketing strategies and plans, costs, profit and loss and other financial information (save to the extent published in audited accounts), prices and discount structures and the names, address and contact and other details of: (a) employees and their terms of employment; (b) customers and potential customers, their requirements and their terms of business with the company; (c) suppliers and potential suppliers and their terms of business (all whether or not recorded in writing or in electrical or other format.

11.2 During your employment by the company, you may learn trade secrets or confidential information which relates to the company. Unless you are required to do so in the proper performance of your duties, you must not:

(a) Divulge or communicate to any person.

(b) Use for your own purposes or for any purposes other than those of the company or, as appropriate, any of its clients; or

(c) Cause any unauthorised disclosure, through any failure to exercise due care and attention, of;

and trade secrets or confidential information relating to the company or any of its clients. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information.

11.3 These restrictions apply both while you are employed by the company, and after your employment with the company terminates. The restrictions will cease to apply to any information which becomes generally available to the public, otherwise than through a failure by you to observe these restrictions.

11.4 You undertake that, for a period of 6 months from the terminations date, you will not:

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- 11.4.1 Encourage to leave, or entice away from, the company any other employees of the company;
- 11.4.2 Work in the same or similar capacity at any site or location where you have worked for the company during the 12 months prior to the termination date;
- 11.4.3 Work or provide services on either an employed or self employed basis for and individual, company, agency, partnership which was a customer, client, supplier or associate of the company (or to which the company supplied labour or provided services, rather directly or indirectly via a third party or third parties) during the 12 months prior to the termination date.
- 11.5 You agree to bring the terms of this clause 11 to the attention of any individual, company, and agency, partnership prior to entering into any contract of employment, agency or self employment during 6 months following the termination date.
- 11.6 You agree that the restrictions in this clause 11, upon which you have had the opportunity to take independent legal advice, are reasonable and that damages may not necessarily be an adequate remedy for the company in the event that you breach a term or terms of this clause.

## 12 PENSION

You may be entitled to join the company's stakeholder pension scheme, subject to the rules of the scheme from time to time. A contracting-out certificate under the pension schemes Act 1993 is not in force in respect of your employment.

## 13 DATA PROTECTION

By signing this agreement, you acknowledge and agree that the company is permitted to hold personal information about you as part of its personnel and other business records and may use such information in the course of the company's business. You agree that the company may disclose such information to third parties in the event that such disclosure is in the company's view required for the proper conduct of the company's business or that of any associated company. This clause applies to information held, used or disclosed in any medium. In particular, you agree to data being made available to officers and Departments of the NHS, for the process of monitoring contract performance and compliance.

## 14 COMPANY AND CLIENT PROPERTY

All equipment (including computer equipment), notes, memoranda, records, lists of customers, suppliers and employees, correspondence, computer and other discs or tapes, data listings, codes, keys and passwords, designs, drawings and other documents or material whatsoever (whether made or created by you or otherwise and in whatever medium or format) relating to the business of the company or any of its clients (and any copies of the same) shall:

- (a) be and remain the property of the company or the relevant client; and
- (b) be handed over by you to the company on demand and in any event on the termination of your employment.

## 15 GRIEVANCE, DISCIPLINARY AND DISMISSALS MATTERS

- 15.1 The disciplinary and dismissal procedure which applies to you is in the attached statement. You should ensure that you read the company's disciplinary and dismissal procedure. If you are dissatisfied with any disciplinary or dismissal decision taken in relation to you, you should refer to the disciplinary and dismissal procedure.
- 15.2 If you have grievance about your employment, you are entitled to raise a complaint in terms of the company's grievance policy. The grievance policy is in the attached statement.
- 15.3 The grievance, disciplinary and dismissal procedures are not contractually binding on the company. The company may alter them, or omit any or all of their stages, where it considers it appropriate.

## 16 COLLECTIVE AGREEMENTS

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

17 **PREVIOUS CONTRACTS**

The contractual terms in this agreement shall be in substitution for all or any contracts of employment or otherwise entered into between you and the company which cease to have effect on the date upon which you commence work under this arrangement.

18 **GOVERNING LAW AND JURISDICTION**

This agreement shall be governed and construed in accordance with the law of England and Wales. Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this agreement and its implementation and effect.



Signed by Zaffar Ahmed

Dated (As per Commencement date)

For and on behalf of **Sonographers Medical Ltd**

I acknowledge that I have received a duplicate copy of this agreement, I have read and understood the same and I agree to be bound by all the terms contained in it.

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Signed by (Employee name):

Dated

**Sign and return one copy.** Retain the second for your future information.

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