*These template documents have been produced by Sport Wales and will need editing before use.*

*Guidance notes to help you do so are set out throughout the documents and square brackets in the body of the document indicate areas that require editorial attention.*

*All documents contain a footer, showing the last time it was updated, and whilst Sport Wales endeavours to ensure the information contained is up to date and correct, we make no representations of any kind, express or implied, about the completeness, accuracy and suitability of the documents provided. Any reliance you place on such information is therefore strictly at your own risk.  In no event will Sport Wales be liable for any indirect or consequential loss or damage, arising out of, or in connection with, the use of these templates.*

*If you have any doubts about the editing or use of these templates, please seek professional legal advice.*

* *Set your logo in the Header*
* *Use the select all then replace all to amend the document for the Name of NGB*
* *Check that your NGB has the policies and procedures mentioned in the template, if not then either delete the reference or check out other templates on the WSA site to enable drafting the appropriate document*
* *Choose the appropriate option where required*
* *Delete references that do not apply e.g. being a Director in clause 3.1*

**[*NAME OF NATIONAL GOVERNING BODY*] (the “Employer” )**

**CONTRACT OF EMPLOYMENT**

**NAME**: [*NAME OF EMPLOYEE*]

**DATE**: [*DATE OF CONTRACT*]

The basic terms and conditions of your employment are as set out in this Contract of Employment (the "Contract"), the Employer’s Handbook (the “Handbook”) and, where contractual, the Employer’s policies, procedures and rules as may be introduced and/or amended from time to time. Together these documents incorporate the written particulars of employment required to be given to you by statute. There are no collective agreements affecting your terms and conditions of employment.

1. Duration of Contract

Your employment with the Employer under this Contract commenced/will commence on [**insert date**] and shall continue indefinitely, subject to your terms and conditions of employment, until funding for your post ceases or unless your employment is terminated earlier in accordance with clause 14.

1. Period of Continuous Employment

Your employment under this Contract is continuous with previous employment with the Employer and accordingly your period of continuous employment for the purposes of the Employment Rights Act 1996 began on the [ **insert date** ].

1. Job Title and Flexibility

3.1 You are employed as **[ insert job title** ] reporting to [**insert position/job title**]. [In this role you are required to hold the office of director of the [insert NGB] and will be subject to the normal fiduciary, statutory and common law duties which apply to directors.]

3.2 You are expected to perform all duties which may be required of you in this role [and as set out in the attached Job Description]. You must comply with all reasonable directions given to you and observe all the policies, procedures and rules of the Employer as may be introduced and/or amended from time to time.

3.3 The Employer operates a policy of job flexibility and the Employer may, at its discretion, require you to perform additional or other duties, whether skilled or unskilled, not within the scope of your normal duties [and may at its discretion amend your Job Description at any time.]

1. Place of Work

4.1 Your normal place of work is **[insert address]**. The Employer may require you, however, to work at such other locations on a temporary basis as the Employer may from time to time require. The Employer reserves the right to relocate you on reasonable notice to such other locations as the Employer may from time to time require.

4.2 You [may be] [are] required to travel throughout the UK [and overseas] in order to fulfil the duties of your employment. If using your own car to undertake work related travel you are required to ensure that you have adequate insurance cover for business use.

[4.3 You are entitled to relocation expenses, subject to the terms and conditions set out in the Employer’s Relocation Expenses Policy, as may be amended from time to time.]

1. Normal Working Hours

5.1 Your normal working hours are [**insert number of hours**] hours per week. Your normal times of work are [ **insert time** ] am to [ **insert time** ] pm Monday to Friday. You are entitled to a **[1 hour] [unpaid]** lunch break.

5.2 You may be required to work overtime if requested by the Employer. Reasonable notice of such overtime will be given wherever possible. All overtime must be authorised by the Employer in advance and no payment for overtime will be made unless it is authorised.

Payment for all authorised overtime shall be made on the following basis:-

* time and a half for any hours worked in excess of your normal weekly contractual hours per week on Mondays to Fridays
* double time for any hours worked in excess of your normal weekly contractual hours on weekends and bank holidays

The Employer reserves the right to vary rates of overtime payment.

[You may, subject to the Employer’s prior agreement be permitted to take time off (at such times as the Employer agrees in advance), in lieu of payment for overtime.]

1. General Obligations During Employment

6.1 Confidentiality

In the ordinary course of your employment you will be exposed to information about the business and the suppliers and beneficiaries which is confidential or is commercially or personally sensitive and which may not be readily available to the general public or liable to cause significant harm.

You must not, whether during or after your employment except as authorised or required by your duties as an employee, reveal to any person, firm, company or organisation or otherwise make use of any of the confidential information (other than that within the public domain) concerning the organisation, business, finances, transactions or affairs which may come to your knowledge during your employment. Nothing in this clause will prevent you from disclosing information to comply with a Court Order or to perform any statutory obligation on you to do so.

6.2 Property

On request and in any event on termination of your employment for any reason, you are required to return all property including any uniform, security pass, keys, computer hardware and software including discs and all documents in whatever form together with all copies which are in your possession or under your control.

6.3 Activities during your employment

Due to the possibility of issues concerning conflict of interests, health and safety and impact on job performance, prior approval must be obtained before engaging in any outside work (voluntary or otherwise including self-employed work) in sport, physical recreation, or any associated activity, whether of a paid or unpaid nature. Written details should be sent to the Chief Executive for approval.

1. Remuneration

Rate of Pay

7.1 Your basic salary is [**£** **insert amount** ] per annum paid monthly in arrears normally on or before the [ **insert date** ] day of the month by credit transfer.

7.2 Your rate of pay will be reviewed [regularly] [annually in[ **insert month** ].] Your rate of pay will not necessarily increase as a result of the review. [Your basic salary includes any remuneration from any remuneration fees or emoluments paid or payable to you in respect of your office as a director of the Employer.]

Unsociable Hours Increment

7.3 In recognition of the fact that your role regularly requires you to work unsociable hours, you will receive, in addition to your basic salary an increment equal to [20%] of your basic salary.

Car Allowance

7.4 In addition to your basic salary, you shall be paid a car allowance of £[**insert amount**] annually, to be received and taxed with your salary, subject to you agreeing to provide, maintain, service, tax and insure an appropriate vehicle for use on the Employer’s business.

Expenses

7.5 You are entitled to be reimbursed for all reasonable expenses properly incurred in the performance of your duties in accordance with the Employer’s Expenses Policy. A copy of the Employer’s Expenses Policy [is contained in the Handbook] [is available from [ Name ].] The Employer reserves the right to amend, vary or alter the policy on expenses at any time. The Employer shall reimburse you for all reasonable travel, accommodation and other out of pocket expenses which you may from time to time properly incur in the performance of your duties provided that you obtain prior written approval for any such expenses and provide the Employer with such receipts or other evidence of actual payment of such expenses as the Employer may require.

Deductions

7.6 For the purposes of Part II of the Employment Rights Act 1996 and otherwise you consent to the deduction of any sums owing by you to the Employer at any time from your salary or any other payment due from the Employer to you. You also agree to make any payment to the Employer of any sum owed by you to the Employer on demand by the Employer at any time.

1. Benefits

8.1 Pension Scheme

If eligible, you will be entitled to membership of the Employer's pension scheme, subject to the rules of that scheme, as amended from time to time. Following the Employer’s staging date of [Date], if eligible, you will be auto-enrolled into the scheme. A copy of the scheme rules is available from [Name].

The Employer will pay a contribution of [ ]% of your gross pensionable salary into the pension scheme and, subject to you making your own contribution into the scheme will match the amount of your contribution up to a maximum of [ ]% of your gross pensionable salary.

8.2 For the purposes of clause 8.1 “pensionable salary” shall be made up of the salary referred to in clause 7.1, [[the unsociable hours increment referred to in clause 7.2,] [the car allowance referred to in clause 7.3] and [the 4% enhancement paid according to the provisions of clause 8.1 itself].]

8.3 Car

To assist you in the performance of your duties the Employer may, in its absolute discretion and subject to you being physically and lawfully able to drive, provide you with a car. The Employer reserves the right, in its absolute discretion, to withdraw any car provided to you at any time without giving you any notice or compensation. Provision of any car is subject to the provisions contained in the Employer’s Car Policy, as amended from time to time.

8.4 Life Assurance

If eligible, you will be entitled to membership of the Employer’s Life Assurance Scheme, subject to the rules of that scheme, as amended from time to time. A copy of the scheme is available from [ Name ].

8.5 Private Medical Expenses

If eligible, you will be entitled to private medical expenses cover under the Employer’s scheme. All cover is subject to the rules of the scheme as may be amended from time to time.

1. Holidays and Holiday Pay

9.1 The Employer's holiday year runs from [1st January] to [31st December] inclusive. You shall, in addition to 8 days public holidays, be entitled to [25] working days paid holiday [and 2½ privilege days] in each year.

After your first year of employment, your holiday entitlement will increase so that you shall, in addition to 8 days public holidays, be entitled to [25] working days paid holiday [and 2½ privilege days] in each year.

9.2 All holiday pay will be calculated at your basic rate of pay and will be subject to normal deductions.

You are encouraged to take your full holiday entitlement each year. In the event that you have not taken your full entitlement at the end of the holiday year the Employer may allow you to carry over a maximum of [9] days to the following holiday year, [**however, in exceptional circumstances, you may be permitted to carry over in excess of [9] days**]. Any additional outstanding holiday entitlement shall not be carried forward and the Employer will not make any payment in lieu of any holidays not taken.

9.5 If you leave the Employer's employment the following applies:-

1. You will be paid in lieu of any accrued but untaken holiday entitlement which may exist as at the date of termination of your employment [save that where possible you will be required to take any outstanding holiday entitlement during your notice period].

* If by the termination of your employment you have taken more holidays than you have accrued, you will be required to repay to the Employer pay received for holidays taken in excess of your basic holiday entitlement. Any sums so due may, if necessary, be deducted from any money owing to you from the Employer.

9.6 You must obtain authorisation from the Employer before making any holiday arrangements. The date of holidays must be agreed with the Employer and a Holiday Request must be completed and authorised by the Employer at least [14 days] prior to your proposed holiday dates.

[9.7 The Employer reserves the right to require you to work on any public holiday and in such circumstances the Employer will require you to take time off in lieu.]

1. Sickness Absence

Sickness Absence Reporting

10.1 Notification of absence from work due to sickness or injury must be notified to [Name] by telephone before [Time] on the first day of absence, together with an indication of the likely period of absence. Any absence must be properly explained and in the case of any absence of uncertain duration you must keep the Employer regularly informed.

10.2 If you are absent from work due to sickness or injury for up to 7 consecutive calendar days you must complete a self-certification form. If you are absent for 8 or more consecutive calendar days, you must send or hand deliver to [Name] a medical certificate. You are required to continue to provide medical certificates regularly to cover the whole period of your absence until you return to work.

10.3 Failure to comply with the notification procedures may result in disciplinary action.

Sick Pay

10.4 Subject to you complying with the above notification and certification requirements, together with any additional rules introduced from time to time, you will, if eligible, be paid Statutory Sick Pay in accordance with the legislation applying from time to time. For the purpose of Statutory Sick Pay, your qualifying days are [Monday to Friday].

10.5 A The Employer does not operate a sick pay scheme other than Statutory Sick Pay.

**OR**

B Subject to you complying with the above notification and certification requirements, together with any additional rules introduced from time to time, the Employer may, at its discretion and depending on the circumstances in each case, top up your entitlement to statutory sick pay so that you receive full salary throughout the entire or part of any period of sickness absence. Any payment made pursuant to this clause shall be subject to set off by the Employer in respect of any Statutory Sick Pay and any Social Security Sickness Benefit or other benefits to which you may be entitled.

**OR**

C Subject to you complying with the above notification and certification requirements, plus any additional rules introduced from time to time the Employer shall continue to pay your salary during any period of absence due to sickness or injury as follows:-

|  |  |
| --- | --- |
| **Length of Continuous Service** | **Sick Pay Entitlement** |
| During the first year of service | Up to one month’s full pay |
| After one year’s service | Up to three months’ on full pay followed by three months on half pay |

Any payment made pursuant to this clause shall be subject to set off by the Employer in respect of any Statutory Sick Pay and any Social Security Sickness Benefit or other benefits to which you may be entitled.

Medical Examination

10.6 The Employer reserves the right at any time to require you to undergo a medical examination by your doctor and/or any other doctor nominated by the Employer including a consultant or other specialist.

1. Data Protection

11.1 The Employer may, for the purposes of your employment, hold, use or otherwise process personal data and sensitive personal data, as these terms are defined in the Data Protection Act 1998, relating to you. [Details of this are set out in the [Handbook] [Employer's Data Protection Policy, a copy of which can be obtained from [ Name] ].

11.2 For the purposes of the Data Protection Act 1998, you explicitly consent to the processing of personal data and sensitive personal data relating to you by the Employer for any purpose which reasonably arises out of and/or in connection with your employment with the Employer.

11.3 You are require to inform the Employer immediately of any changes to any personal data relating to you which the Employer may hold, use or otherwise process including your name, address and emergency contact telephone numbers.

11.4 The Employer reserves the right to carry out the following monitoring of employees:

* random personal searches of you and your personal belongings, including without limitation the contents of lockers, bags, briefcases and vehicles
* random drugs and alcohol screening
* monitoring and recording of telephone calls
* monitoring of email and internet use

Details of the monitoring undertaken by the Employer are contained in the [Handbook] [Data Protection and Communications Policies].

1. Disciplinary and Grievance Procedures

12.1 The Employer's Disciplinary and Grievance Policies and Procedures are set out in the Handbook. The Disciplinary and Grievance Procedures do not form part of your contractual terms and conditions of employment. You are also referred to the Employer's policies on Harassment and Bullying and Whistleblowing.

1. Notice Period

**Termination of employment**

13.1 Should we wish to terminate your employment you will be provided with one week’s written notice for between four weeks’ and two years’ service. For between two years’ and four years’ service, you would receive one month’s notice and, for between four years’ and twelve years’ service, you would receive one week for each complete year of service. If you have over twelve years’ service, you would receive twelve weeks’ notice.

13.2 Should you wish to terminate your employment you are required to provide one/three

month’s written notice.

13.3 [Insert name of NGB] has the right to terminate your employment without notice if you are in serious breach of the terms and conditions of your employment or in the case of gross misconduct.

13.4 Your appointment will normally be confirmed after the satisfactory completion of a six month probationary period and, during this period, employment will be terminable by one week’s written notice. These periods do not apply where disciplinary action has been taken. Further information can be found in section 1.2.

13.5 Upon the termination of your employment you shall resign without claim for compensation from any office of director held by you in [insert NGB name] and in the event of your failure to do so [insert NGB name] is hereby irrevocably authorised to appoint some person in your name and on your behalf to execute any documents and to do all things necessary or requisite to give effect to the provision of this clause.

1. Jurisdiction

14.1 This Contract shall be governed by and interpreted in accordance with English and Welsh law and each of the parties submits to the exclusive jurisdiction of the English and Welsh Courts and Tribunals as regards any claim or matter arising under this Contract.

Signed for and on behalf of [*Insert Name of National Governing Body*]

by

Signature of Authorised Signatory .................................................

Date ............................................

Name of Authorised Signatory ................................................

I accept employment on the terms outlined in this Contract.

Signature of Employee ..................................................

Date ...........................................

Name of Employee ................................................

**Two signed copies are required one for the Employer and one for the Employee**