

WRITTEN STATEMENT OF PARTICULARS OF TERMS AND CONDITIONS

This statement is issued in accordance with the requirements of the Employment Rights Act 1996 as amended.

1 EMPLOYMENT DETAILS

Name of Employer:	The Board of Governors of Fife College ("the College")
Name of Employee:	XXXXXXXXXXXX
Effective Date of Continuous Employment:	XX-XX-XXXX
Effective Date of this Statement:	XX-XX-XXXX
Date of Issue of this Statement	XX-XX-XXXX

2 POSITION

You have been initially appointed to the post of Director within Business Development however the Board of Governors reserves the right to transfer you or re-deploy you to another post following, if appropriate, consultation with you.

3 PLACE OF EMPLOYMENT

This role can be based from one of our College campuses and involve regular travel across the region. There is flexibility for home/remote working.

4 PROBATIONARY PERIOD

Your employment is subject to satisfactory completion of a six month probationary period which falls out with the College's Disciplinary Procedure. This period may be extended in appropriate circumstances, at the discretion of management, to a maximum of nine months in duration.

During this probationary period, factors such as conduct, performance and attendance shall be taken into consideration, along with any other factors to determine your overall suitability for the role. The probationary period will include review meetings with your line manager at three monthly intervals, when you will receive support and feedback about your progress and success in the role.

If you do not hold the IOSH Managing Safely qualification, you will be expected to complete this within your probationary period. If this is not successfully completed within this time, the probationary period may be extended.

Should the College decide that there is sufficient reason why your employment should not continue beyond the probationary period, you will be entitled to a meeting where the

issues will be discussed and a decision will be made. Termination of employment may take place at any point during the probationary period, on the College giving you one week's notice in writing.

5 REQUIREMENT TO WORK OUTSIDE THE UNITED KINGDOM

You may at some future time be required to work outside the United Kingdom. Where this is the case and the requirement is for a period of more than one month, you shall be given separate notification of:

- the period for which you are to work outside the United Kingdom;
- the currency in which you will be paid;
- any additional remuneration payable;
- any other benefits to be provided
- any terms and conditions relating to your return.

Whilst these particulars are given to you in accordance with the terms of the Employment Rights Act 1996 as amended, the preceding statement does not require you to work abroad against your will, unless the exigencies of the service render such working unavoidable and in that event, full consultation with you will take place.

6 DUTIES AND RESPONSIBILITIES

You will directly report to Chief Financial Officer and ultimately to the Principal for the performance of your duties.

7 DETERMINATION OF TERMS AND CONDITIONS OF SERVICE

- (a) Your terms and conditions of service as determined by the Board of Governors are contained in this document and form part of your contract of employment.
- (b) From time to time variations in your terms and conditions of service will result from negotiation and agreement with you. Where changes to the terms set out in this statement occur by agreement with you, or otherwise in accordance with any terms of your contract providing for such changes to be made, these will be confirmed in writing to you within one month of the change.
- (c) You have the right to join a Trade Union and to take part in its activities as well as the right not to join a Trade Union. In respect of this post, Fife College does not recognise any Trade Union for collective bargaining. However, there are collective agreements in place which may affect your employment. Human Resources can provide a list of the Trade Unions that Fife College recognises.

8 NOTICE PERIOD

You must give the College at least eight weeks' notice in writing to terminate your employment. You may be required to take any outstanding holiday entitlement during your notice period.

The minimum period of notice to be given by the College to you to terminate your employment shall be:

- eight weeks, where service is less than nine years
- one week for each year of continuous service, where total service is at least nine years but less than 12 years, and
- 12 weeks, where service is 12 years or more.

During any period of notice whether given by the College or by you to terminate your employment as detailed below, the College shall be under no obligation to provide any work for you and may revoke any powers you hold on behalf of the College or any right to undertake any duties on its behalf.

Your employment may be terminated by the Board of Governors forthwith without notice or payment in lieu of notice if you:

- (a) are guilty of any act of gross misconduct in terms of the College's Disciplinary Policy;
- (b) have been guilty of any conduct which shall, in the reasonable opinion of the Board of Governors, bring you or the College into serious disrepute or materially prejudice the interests or the business of the college;
- (c) become prohibited by law from discharging the duties of your employment; or
- (d) commit any act of deliberate discrimination or harassment on grounds of race, sex, disability, sexual orientation, gender reassignment, pregnancy or maternity, religion or belief, age or marriage/civil partnership status.

Termination of your employment hereunder shall not affect any continuing obligation to which you are subject under this Statement (in particular but without limitation Clauses 20, 21, 23 and 24).

9 RETIREMENT

The College does not operate a default retirement age. You may choose to retire when you wish to do so and are able to access your pension entitlements at the appropriate age determined by the applicable pension scheme from time to time and/or in relation to any State Pension entitlement.

In certain circumstances, the Senior Management Team may consider requests for premature retirement.

10 SALARY

(a) Grade

The post is on a fixed scale point which currently attracts a salary of £62,000 per annum (pay to be finalised with successful candidate).

(b) Pay Review Date

The annual salary is subject to a pay review annually on 1 September.

(c) Method of Payment

The method of payment is by electronic fund transfer to a bank or building society of your choice. You will be paid in arrears on a monthly cycle on the 15th of each month or the Friday before the pay date if the 15th falls on a weekend or a bank holiday Monday.

(d) Expenses

In addition to your salary, you will be able to claim reasonable expenses incurred in the proper performance of your duties at pre agreed rates. Any exceptional expenses, for example for overseas travel, should be agreed in advance in accordance with any relevant procedures and with your line manager. Human Resources can provide more information.

11 DEDUCTIONS

The Board of Governors is authorised by you to deduct from your salary, or any other payments owed to you, any sums owed by you to the College. This includes any losses incurred by the College as a result of negligence or breach of duty on your part which have been established after reasonable enquiry to have been caused by you. It also includes, following consultation with you, recovery of any overpayments of salary or expenses, directly from your salary.

12 HOURS OF WORK

Your contractual working week will comprise of 35 hours per week. In practice and in accordance with the principles of a professional contract, you will be expected to work flexibly to meet your professional obligations and duties. These include availability to represent the College at any campus and externally at times outwith normal working hours.

13 CONTINUOUS SERVICE

That date of commencement of your employment with the College is <XXXXXX> (Commencement Date).

(a) General

If you have previously retired from your employment with the College and are in receipt of benefit under any occupational pension scheme operated by the College and have been re-employed by the College without a break in service, the Commencement Date shall be the date on which you were first employed by the College.

Alternatively, if you have previously retired from your employment with the College and are in receipt of benefit under any occupational pension scheme operated by the College and have been re-employed by the College after a break in service of more than a complete week ending with a Saturday, that does not contribute towards continuity, the Commencement Date shall be the date on which you were re-employed by the College.

(b) Redundancy Payments

Under the terms of the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999 and any subsequent Amendment Orders thereto, the College recognises up to a maximum of 20 years continuous service with Scottish Local Authorities and certain other employers named in the Order, provided there is no break in employment of more than four weeks. Therefore your period of continuous service for the purposes of calculating entitlement to redundancy payments and notice period dates is from [XXXXXXXXXX].

(c) Recognition of your Previous Service

The College does not recognise service with your previous employer for statutory or contractual purposes, except as detailed in (b).

If you have service which you think should be recognised for these purposes, please contact Human Resources to discuss.

14 LEAVE ENTITLEMENT

Your annual leave entitlement is 46 days. This is inclusive of 11 fixed days which are for the Christmas closure and the first Monday in May. The annual leave year is 1 September to 31 August each year. Annual leave entitlement for part-time staff is pro-rata.

Leave must be authorised in advance of arrangements being made in accordance with the requirements of your department. It may not always be possible for a line manager to approve a member of staff's preferred holiday dates.

You will not normally be able to carry forward leave from one leave year to the next. In exceptional circumstances, and with the agreement of your line manager, up to a maximum of ten days leave can be taken forward.

Should you leave the College you will be granted the balance of your accrued holiday entitlement, pro rata to 46 days. If it is impracticable for you to take any holiday accrued prior to your leaving date, this will be paid to you in lieu. If, however, you are dismissed for gross misconduct or if you terminate your contract of employment in breach of contract, your entitlement to payment for any accrued annual holiday shall be limited to your statutory entitlement to annual leave under the Working Time Regulations 1998. Any paid holidays, including paid fixed holidays, already taken by you in that leave year shall be deemed first to have been taken in satisfaction of that statutory leave entitlement.

Where you have taken more leave than your accrued holiday entitlement, the College shall be entitled to recover one day's pay for each day of leave received in excess of entitlement. The College has the right to deduct any excess paid holiday taken and not accrued from your final pay.

15 SICKNESS REPORTING REQUIREMENT AND ENTITLEMENT

If you are prevented by sickness from reporting for duty, you or some other person acting on your behalf, must notify your line manager in accordance with the College's procedures in force from time to time. It is your responsibility to comply with the procedures, and failure to do so may result in non-payment of any allowance due. Details of these can be found on the College's Gateway.

Contractual Sick Pay during sickness absence is payable as follows:

Continuous Service	Period of Sickness Allowance in Months	
	Full	Half
Less than one year	1	1
One year but less than two years	2	2
Two years but less than three years	4	4
Three years but less than five years	5	5
Five years or more	6	6

Assessment of entitlement is based on a 12 month continuous rolling period.

Such contractual payments shall be inclusive of any statutory sick pay due in accordance with applicable legislation. If you are absent on account of illness for a continuous period and this crosses into a new leave year, you will be entitled to carry forward up to a maximum of 20 days' annual leave.

16 MEDICAL EXAMINATION

You agree to consent to medical examinations, at the College's expense, by a doctor or occupational medical adviser nominated by the College, should the College so require. You agree that any medical report produced in connection with any such examination may be disclosed to the College and the College may discuss the contents of the report with the relevant doctor.

17 PENSION SCHEME

You will be contractually enrolled into the Local Government Pension Scheme (LGPS) administered by Fife Council if you meet the scheme's criteria. You can elect to opt-out of the pension scheme by downloading the form from www.fifedirecto.gov.uk/lgps. If you do not meet the scheme's criteria you will be automatically enrolled, if you meet the qualifying conditions, into the National Employment Savings Trust (NEST) and information will be provided to you regarding this scheme and opt out options.

The Local Government Superannuation Scheme is administered by Fife Council, information packs may be obtained from the Human Resources office during normal working hours.

18 DISCIPLINE AND GRIEVANCE

You are subject to the College's Disciplinary and Grievance Procedures which may be found on the College's Gateway. Further information may be obtained from Human Resources.

19 OTHER EMPLOYMENT

You are not permitted to engage in any other employment, trade or business interest without the prior written consent of the relevant Head of Department, which will not be unreasonably withheld. Any other employment so authorised must not detract from the performance of your duties or lead to a conflict of interest with the College.

20 CONFIDENTIALITY

You shall not either during your employment except in the proper performance of your duties, nor at any time after its termination, use for your own purposes, or for any purposes other than those of the College, or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the College or to any subsidiary or related organisation or relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you to any third party.

Confidential information shall include (but shall not be limited to) the following:

- (a) information concerning the services offered or provided by the College or any subsidiary or related organisations including the names of any persons (including students), companies or other organisations to whom such services are provided, their requirements and the terms upon which services are provided to them, save that such information shall not be regarded as confidential once it has been published in any prospectus or other document which is available to members of the public;
- (b) the College's marketing strategies and business plans or those of any subsidiary or related organisation;
- (c) any information relating to a proposed reorganisation, expansion or contraction of the College's activities or those of any subsidiary or related organisation, including any such proposal which also involves the activities of any other corporation or organisation;
- (d) financial information relating to the College or any subsidiary or related organisation, save to the extent that such information is included in published audited accounts;
- (e) details of staff of the College or any subsidiary or related organisation, the remuneration and other benefits paid to them and their experience, skills and aptitudes;
- (f) any information which you have been told is confidential or which you might reasonably expect to be confidential;

- (g) any information which has been given to the College or any subsidiary or related organisation in confidence by students or other persons, companies or organisations.

Any breach of confidentiality relating to the provisions of this clause will be considered a serious breach of conduct and will lead to action being taken under the College's Disciplinary Policy and Procedure.

You shall whenever requested by the College and in any event upon the termination of your employment deliver up to the College all property whatsoever belonging to the College including, without limitation, all correspondence, keys, security pass, IT/communication devices or equipment, credit cards, plans, statistics, documents, papers, notes, memoranda, records and writings whatsoever which may have been prepared by you or have come into your possession or control in the course of your employment with the College and you shall not be entitled to and shall not retain any electronic, paper or other copies thereof.

21 DATA PROTECTION

- (a) In employing you, the College shall process your personal data and sensitive personal data in compliance with Data Protection legislation. The College has a Data Protection Policy and Procedure which may be found on the College Gateway. Subject to certain exceptions, you have a right of access to the personal data (including special categories of personal data) that the College processes about you (although not all information that relates to you may amount to personal data).
- (b) Generally, the College shall process your personal data for the purpose of administering the employment relationship, for administering (or assisting in the administration of) your pension and/or any other employee benefit, for administering the statutory and contractual sick pay system, for monitoring and assessing your performance or your compliance with any of the College's policies and procedures and generally, for administering all matters relating to the wider employment relationship. If the College is the subject of a merger or re-organisation involving a third party then certain of your details may be made available to that third party to facilitate that process. Your personal data may be used in the course of testing the College's Data Protection legislation provides a lawful basis for processing your personal data for many of these purposes without the requirement of seeking consent from you, for instance, where these purposes are in your legitimate interests or the processing is necessary to allow the College to meet its obligations or exercise rights which arise in the context of the employment relationship.
- (c) Without prejudice to clause 21 (b) above and without limitation on the ability of the College to process your special categories of personal data for other purposes, the College shall process your special categories of personal data for the following purposes:
 - (i) administering the contractual and statutory sick pay system;
 - (ii) transferring your contact details to prospective clients and contacts overseas;
 - (iii) analysis and reporting purposes in relation to the College's equal opportunities policy;

- (iv) others e.g. administering benefit plans such as pension.
- (d) By signing this Agreement, you confirm your explicit, informed and free consent to such processing of personal data and special categories of personal data as is set out in sub-clauses 21(a), 21(b) and 21(c) of this Agreement.
- (e) Under Data Protection Legislation you have certain rights in relation to your personal data, these are outlined
- (f) You acknowledge that if, during the course of your employment, you have access to personal data or sensitive personal data whether or not on computer and whether in the office or at home or elsewhere, you must take adequate precautions to ensure confidentiality so that neither the College nor individuals are liable to prosecution as a result of a disclosure. You must comply with the provisions of Data Protection legislation and the College's Data Protection Policy and Procedure in this regard.
- (g) In the course of your duties, you may access information that is personal data of another person and which the College is the data controller. It is a criminal offence under section 170 of the Data Protection Act 2017 (DPA) to obtain or disclose personal data in respect of which the College is data controller without the College's consent. By way of example, a list of individual students is very likely to amount to personal data. Accordingly, were you to remove or copy personal data for use for your own purposes either during or after your employment with the College that removal or copying may be a criminal offence. In addition, by obtaining personal data in such a way the individual themselves (or the organisation for whom they work) will have infringed the DPA and be open to enforcement action at the instance of the Information Commissioner. In the event that the College was to become aware of the existence of circumstances which may amount to such an offence or such an infringement, it reserves the right to report the matter to the police and to the Information Commissioner and to seek interdict or other remedy where available.

22 BRIBERY

- (a) Under the Bribery Act 2010, a bribe is a financial or other type of advantage that is offered or requested with the:
 - (i) intention of inducing or rewarding improper performance of a function or activity; or
 - (ii) knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity.
- (b) The College prohibits you on behalf of the College, offering, promising, giving, soliciting or accepting any bribe. The bribe might be cash, a gift or other inducement to, or from, any person or company, whether a public or government official, official of a state-controlled industry, political party or a private person or company regardless of whether you are based in the UK or overseas. The bribe might be made to ensure that a person or company improperly performs duties for functions (for example, by not acting impartially or in good faith or in accordance with their position of trust) to gain any

commercial, contractual or regulatory advantage for the College in either obtaining or maintaining Company business or to gain any personal advantage, financial or otherwise, for the individual or anyone connected with the individual.

This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors or sub contractors, agents or sub agents, sponsor or sub sponsors, joint venture partners, advisors, customers, suppliers or other third parties.

- (c) You should promptly report to the College any request or demand for any undue financial or other advantage of any kind received by you in the course of your duties and this should be followed up in writing.
- (d) You should immediately notify the College, in writing, if you employ a foreign public official or you know that they have acquired a direct or indirect interest in the College. You are referred to the Section 19 of this Statement which governs other employment that you may undertake whilst in the employ of the College.
- (e) You should comply with the College's Anti-bribery Policy in force from time to time, a copy of which may be found on the College's Gateway.

23 COPYRIGHT AND DESIGN RIGHTS

Any copyright which may subsist in any and all works of whatever nature created, originated or conceived by you, whether or not in the course of your employment, insofar as such works are capable of use or application in the ordinary course of the College's business, including but not limited to any text, drawing and any design right which may subsist in a design shall be the absolute property of the College and you hereby assign to the College by way of assignation of present and future copyright, the copyright and all of the proprietary rights, if any, for the full term thereof throughout the world in respect of such works.

You undertake to execute all such documents and do all such acts and things as the College may reasonably require for obtaining copyright protection for, to confirm the vesting of the same and all rights therein and the title thereto in the College (or in such person as the College may direct) absolutely and for the purpose of maintaining such copyright and/or other protection in force or for extending the term thereof.

For the avoidance of doubt, the copyright in course materials produced by you for the purposes of a course run by the College shall belong to the College.

24 INVENTIONS AND PATENTS

(a) Invention

- i) The ownership of any invention made by you shall be determined in accordance with the provisions of Patents Act 1977 ("the PA"). An invention means an invention (within the meaning of section 39 of PA) together with the right to apply throughout the world for appropriate protection therefore (whether by virtue of any treaty, convention or otherwise). In the event of a dispute between you and the College as to ownership of any invention and the parties failing to resolve that

dispute within seven business days of it arising, the matter in dispute shall be referred to an Expert for determination. An Expert is an independent patent agent (who shall act as an expert and not as an arbiter) appointed by agreement between the parties or, failing agreement, appointed on the application of either party by the President for the time being of the Chartered Institute of Patent Agents.

- ii) Forthwith upon making an invention, you shall serve written notice on the College giving full details thereof and, pending clarification of ownership, neither you nor the College shall disclose the existence or details of the invention to any third party.
- iii) If it is agreed or determined that property in any invention vests in you, the College may serve a written offer to purchase the same on you at any time during the period of sixty business days commencing on the date of such agreement or determination. Until the expiry of that period (or, if sooner, on the date of receipt by you of written intimation from the College that it does not intend to submit such an offer), you shall not disclose the existence or details of the invention to any third party.
- iv) In respect of any invention which belongs to the College, you shall, if and when required to do so by the College at any time before or after the termination of your employment hereunder, at the expense of the College:
 - furnish all descriptions, drawings, specifications and other information as the College may require in relation to such invention;
 - apply or join in applying for patent and/or such other protection in the United Kingdom and/or elsewhere as the College shall think fit; and
 - execute all such documents and do all such acts and things as the College may reasonably require for applying for and obtaining such patent and/or other protection, to confirm the vesting of the same and all rights therein and the title thereto in the College (or in such person as the College may direct) absolutely and for maintaining such patent and/or other protection in force or for extending the term thereof.

(b) **Know-how**

All know-how shall be the property of the College and you shall serve written notice on the College giving full details thereof immediately upon you devising or acquiring it. You shall not communicate know-how to any third party and shall not use the same on your own behalf or on behalf of any third party. Know-how means any know-how, discovery, secret process or the like (not amounting to an invention) devised by or originating with you in the course of your employment hereunder which relates to any business, work, investigation, research or manufacture carried on by the College or any subsidiary or related organisation.

(c) **Designs**

All designs and registerable designs shall be the property of the College and you shall, if and when required to do so by the College at any time before or after the termination of your employment by the College, at the College's expense:

- i) furnish all descriptions, drawings and other information as the College may require in relation to such design or registerable design;
- ii) apply for or join in applying for registered design and/or such other protection in the United Kingdom and/or elsewhere as the College may think fit; and
- iii) execute all such documents and do all such acts and things as the College may reasonably require for obtaining such registered design and/or other protection, to confirm the vesting of the same and all rights therein and the title thereto in the College (or in such person as the College may direct) absolutely and for the purpose of maintaining such registered design and/or other protection in force or for extending the term thereof.

(d) **Internet Domain Names and Trade Marks**

All rights to any internet domain names and trademarks are the absolute property of the College and, to the extent that in connection with your employment by the College, any said internet domain names and trademarks are registered in your name, you undertake to execute all such documents and do all such acts and things as the College may reasonably require to confirm ownership in the name of the College and to transfer any registrations to the College.

(e) **Power of Attorney**

You hereby irrevocably appoint the College to be your true and lawful attorney, in your name and on your behalf, to execute any instrument, do anything and generally to use your name for the purpose of giving the full benefit of this clause to the College.

25 DISCLOSURE OF CRIMINAL RECORDS

Due to the nature of your post, you will be subject to a satisfactory enhanced disclosure of Criminal Records or a check via the Protecting Vulnerable Groups Scheme with Disclosure Scotland. Any Disclosure or the results of any check, which in the reasonable opinion of the College is unsatisfactory, shall constitute a breach of contract by you, entitling the College to immediately terminate your employment without notice or payment in lieu.

26 SALARY CONSERVATION

There may be situations where your pay rate will change, for example in the event of a reorganisation within the College; the introduction of any pay modernisation scheme; or any new job evaluation or job evaluation scheme. In such circumstances, the College will conserve your then current salary up to a maximum

of one year unless during that period, that salary is overtaken by the new salary for the grade of the post.

27 PROFESSIONAL DEVELOPMENT

You are expected to participate in the Colleges Professional Development Review Scheme and undertake any staff development and training necessary for the full performance of your duties. However if you have a contract for less than one year or work irregularly it may not be appropriate. In all cases, discussion and agreement should be reached with your line manager.

28 FAMILY FRIENDLY POLICIES

The College operates a number of schemes that complement statutory provisions for maternity, adoption, paternity, parental leave and flexible working. Further information can be obtained from Human Resources.

29 HEALTH AND SAFETY

You are required to comply with the College's Health and Safety Policy and to take such steps as are reasonably practicable for your own health and safety, that of your colleagues at work and of others affected by your work. You are also required to undertake the responsibilities for Health and Safety which are applicable to your post. You must make use of any protective clothing and equipment provided to you or provided for the use of staff in given circumstances and must cooperate with management in all respects for the full implementation of the College's Health and Safety Policy.

30 CLEAN AIR POLICY

The College operates a smoke free policy and designated smoking shelters are provided.

31 ACCEPTING THE OFFER

If you wish to accept this offer, please sign the attached copy of this letter and return it to Human Resources.

32 FURTHER INFORMATION

If you require any further information regarding this offer please contact Human Resources.

Yours sincerely

Karen Stenhouse
Organisational Development and Human Resources Manager

I hereby accept the terms and conditions of employment as outlined above.

Signed: Date:
(XXXXXXXXXX)