



# **UK Victoria Guardianship**

## **Employment Agreement**

**[DATE]**

**Victoria Guardianship Limited**  
**Nottingham, United Kingdom**

**THIS AGREEMENT** is made and enter into effect on the [DATE].

**BETWEEN:**

(1) Victoria Guardianship Ltd., a company registered in United Kingdom under number 11365720 whose registered office is at C16 Ingenuity Centre, Triumph Road, Nottingham, NG7 2TU (the “the Company”, “We”, “Us” and “Our”) and

(2) Name: \_\_\_\_\_ (“the Employee”, “You” and “Your”), Passport Number: \_\_\_\_\_ whose address is at \_\_\_\_\_.

Effective Contact information: TEL: \_\_\_\_\_, Email: \_\_\_\_\_, Social app: \_\_\_\_\_

The main terms and conditions on which the Company employs You are set out in this contract of employment (hereinafter referred to as “the Agreement”) which complies with Section One of the Employment Rights Act 1996.

The Agreement is effective from the date that it is signed by both You and the Company. This Agreement represents the entire agreed position in relation to Your employment with Victoria Guardianship Limited and supersedes any written, verbal or implied agreements made formally, or informally, between You and Victoria Guardianship Limited. No one other than You and Victoria Guardianship Limited shall have any right to enforce any terms of this Agreement.

**1. The terms of Your employment with Victoria Guardianship Limited**

1.1. Your job title is Student Mentor. The duties of this role are flexible and may change based on the requirements of the Company.

1.2. Your employment start date is \_\_\_\_\_ and will terminate on \_\_\_\_\_. Your normal place of work is Nottingham, United Kingdom, unless specified otherwise.

1.3. Your normal working hours are 8 hours per day, 5 work-days per week. If considered necessary to the fulfilment of your duties, we may request that You work additional hours outside of these normal working hours.

1.4. We will pay You £ \_\_\_\_\_ per month, and additionally we will pay a living allowance of £ \_\_\_\_\_ per month. The payment (£ \_\_\_\_\_) shall be subject to mandatory employment deductions (Taxes, Social Security, Medicare). This is

subject to annual review by Us and any changes made to this remuneration will not affect any other part of this agreement.

- a. Your salary will be payable monthly in arrears, on or around 30th of each calendar month.

All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

1.5. The prior written notice required from You or Victoria Guardianship Limited to terminate Your employment shall be as follows:

- a. in the first five years of continuous employment: one calendar months' notice; and
- b. after five complete years: one week for each complete year of continuous employment up to a maximum of twelve weeks' notice.

1.6. We are entitled to recover from Your salary any money that You may owe to Victoria Guardianship Limited at any time.

1.7. We reserve the right to terminate Your employment without notice or with payment in lieu of notice if You commit a serious breach of the terms laid out in this Agreement, Your obligations as an employee, or if You cease to be entitled to work in the United Kingdom. There is nothing in this Agreement which revokes Our right to terminate Your employment.

## **2. Your duties as a Victoria Guardianship Limited employee**

2.1. As a Student Mentor, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.

- a. Liaise with students as well as their parents, registrars, housemasters, housemistresses and matrons to ensure all records and systems are updated on a regular basis.
- b. Ensure that student travel and host family arrangements are being made efficiently and professionally.
- c. Undertake regular visits to schools and colleges to meet students, staff, and parents.
- d. Attending parents meetings as requested.
- e. Liaise with new schools and update contacts with current schools where UKVG look after students.

- f. Manage the recruitment of guardians and host families undertaking family visits ensuring all pre-appointment checks are carried out as required and recorded.
- g. Retain responsibility for ensuring that all annual guardian and host family checks are undertaken, and a record kept.
- h. Ensure all administrative paperwork (e.g. parent and host family contracts) is completed in a timely and professional manner.
- i. Keep the UKVG Manager informed of any complaints received.
- j. Other duties as may arise from time to time and as may be assigned to the Employee.
- k. Have a basic level of safeguarding training on an annual basis.
- l. Response to complaints in 24 hours. Report back to the informal complainant within 2-5 working days; If the issue remains unresolved, refer the matter to DSL/DDSL.
- m. Read, understand and follow UKVG safeguarding and child protection procedures and all the safeguarding and child protection policies.

2.2. The Employee agrees to inform Us immediately if their entitlement to work in the UK changes or if their ability to perform their duties is impacted in any way.

2.3. The Employee agrees to seek separate approval in writing from the Company before engaging in any secondary occupation or work.

2.4. The Employee agrees to comply with and accepts in full the established Company rules, procedures, agreements and policies, whether implied, verbal or otherwise. This includes Our non-disclosure agreement, Our employment termination policy, Our non-competition agreement, Our non-solicitation agreement, the company code of conduct with regards to confidential information, data protection, business expenses, absence management and health and safety procedures. The documents mentioned may be found in our Company Handbook.

### **3. Holidays and absences**

3.1 You are entitled to \_\_\_\_\_ days paid holiday leave in each holiday year. Our holiday year starts on 1 January and ends on 31 December, inclusive of bank holidays, statutory leave and any days the business is closed. Holiday entitlement is accrued pro-rata in each holiday year with the exception of Your first year of employment. During the first year of employment, holidays are accrued at 1/12 of their yearly holiday entitlement per month.

3.2 We will increase Your holiday entitlement by one day for each complete year of continuous employment, up to a maximum of 30 days in any holiday year.

3.3 Holidays must be requested and approved in advance. For continuous holiday leave exceeding 7 days you must submit to Us the request at least 30 days in advance. We reserve the right to refuse Your holiday request with reasonable excuse including, but not limited to, staff availability, busy periods and Your performance. The Company may require you to take holidays on specific days which you are obliged to accept and of which we will notify you in advance.

3.4 If You have been unable to take Your full holiday entitlement, and subject to approval by Us, you may carry over a maximum of 5 days untaken holiday entitlement from one holiday year to the following holiday year. All entitlement to holiday days carried over from any previous holiday year will expire after the first 6 months of the following holiday year.

3.5 If You or the Company terminate your employment, We will pay You any untaken holiday entitlement. Victoria Guardianship Limited calculates holiday entitlement as 1/260 of Your salary per entitled holiday.

3.6 If You've exceeded Your accrued holiday entitlement at the date Your employment with Us terminates, Victoria Guardianship Limited is permitted to deduct the excess holiday pay from any payments due to be paid to You. (Deductions will also be calculated at 1/260 of Your salary for each excess day.)

#### **4. Non-Competition and Confidentiality**

As an Employee, you will have access to confidential information that is the property of the Company. You are not permitted to disclose this information outside of the Company. If the confidential information is disclosed intentionally or negligently, the employee shall be liable for damages compensation liability.

During your time of Employment with the Company, you may not engage in any work for another Employer that is related to or in competition with the Company. You will fully disclose to the Company any other Employment relationships that you have and you will be permitted to seek other employment provided that:

- a. it does not detract from your ability to fulfill your duties, and
- b. you are not assisting another company in competing with the employer.

It is further acknowledged that upon termination of your employment, you shall not solicit business from any of the Company's clients for a period of at least 1 year.

The employer shall have the right to Sue for damages in case of breach of the above confidentiality clause or injury to the Company.

## **5. Making changes to Your terms of employment**

We can make reasonable changes to any of the terms of this Agreement at any time. We will write to You informing You of these changes as soon as possible and always within 30 days of such change(s).

## **6. Severability**

The parties agree that if any portion of this contract is found to be void or unenforceable, the part of an invalid clause shall not affect any other paragraph, it shall be struck from the record, and the remaining provisions will retain their full force and effect.

## **7. Jurisdiction**

This Agreement shall be governed, interpreted, and construed in accordance with the laws of United Kingdom.

This Agreement has been entered into on \_\_\_\_\_. It is executed as a Deed.

Employer's signature:

Employee's signature:

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Junyi Xiao for and on behalf of Victoria  
Guardianship Limited

Employee's Name: