



Contracts

The Energy Exchange Agreement

TEMPLATE

Importance of Contracts — The Energy Exchange Agreement

Successful teams ensure clear agreements are in place before too much energy (eg: work) is exchanged. Ensuring clarity of your group's **Agreement Field**, along with defining clear **Role Outlines**, while performing bi-annual **Self-Evaluations** supported by a completed **Organisational Overview**, all culminate towards this **Contract Agreement**.

With clear agreements, every team member understands their areas of responsibilities & accountabilities, as well as holding an awareness of each other's in perfect concert. This ensures all members are able to collectively be & act in concert together through offering their best skills, talents and passions — allowing each individual to best hold their areas with clarity, while *trusting* the others in the group within their importance within the group.

Agreements Support Group Alignment & Unity

Like a well oiled machine, or a sports team “in the zone” together, the collective knows how best to collaborate whom in various aspects of their collaborations, and ultimately allows for emergence in the groups' field, towards achieving the organisational purpose.

Some of our clients initial feel a little “boxed-in” by what might feel like official contracts, or what seems like “regulations”; Culture Garden invites a balance between accountability and providing such clarity, and will help guide you towards shared leadership models

Most importantly, this **Contract Agreement Template** will anchor the clarity supporting the mycelium of your group's unity & alignment that is necessary for creating the harmonious conditions for effective **Collaboration, Creativity & Connection** within your team. **Contract Agreements** provide the anchoring structure to allow the required flexibility to adapt as the organisation grows, while open to the supportive opportunity to request and/or offer support within the team.

Contract Template

- Culture Garden offers this template as a *sample to draw from*, and takes no legal responsibility.
 - ✦ Please ensure your final contract document meets the legal requires of your country.
- Areas in Template below that to be replaced with your group's specific information
 - ✦ **Purple** — Select which of the options, or add the appropriate information (revert to Black)
 - ✦ **Orange** — Specific to the Role (leave Orange after changes)
 - ✦ **Blue** — links to websites, supportive pdfs, or your Team Handbook (leave Blue)





Contract Template

Employer: **Company / Charity Name**
Address: **Street address + Post Code**

Employee_OR Self-Employed: **Name**
Address: **Street address + Post Code**

1. Dates of Employment / Contract:

Fixed term employment with **The Company / Charity Name** is from: **Date to Date**

- Your employment is an **ongoing/fixed(set date) basis**, contingent on the continuation of funding
 - ✦ This contract is valid only with your 'right to work' in the **(Country)** documentation.

2. Role Title & Outline (Accountabilities):

You are **Employed_OR Self-Employed on contract** as: **Role Title**

You are Accountable to: **Name someone within the Organisation**

- Your responsibilities & duties are in your **Role Outline**. You will perform these, and any other duties which may reasonably be required of you, to the best of your ability. **The Company** may, in collaborative agreement with you, vary your Role Outline within reasonable limits.

3. Place of Work & Business Travel:

Your normal place of work is **your home and/or Company office: Street address/Post Code**

- **The Company** may require you to work at other locations it considers necessary, and you may be expected to travel for work to locations within the **Country** or overseas, with reasonable notice.
 - ✦ Expenses will be reimbursed through our **travel and expense policy**.
 - ✦ You are required to ensure any private vehicle used for **The Company's** business is taxed, MOTed/legal & insured for business use, and that you have a current driver's licence.

4. Normal Hours of Work:

Your normal working week will be **35 (Full Time) OR 20 (Part Time)**.

- These hours will normally be worked according to business need in the window between 8:00 am and 6 pm, Monday to Friday inclusive, so may be variable.
- You will not normally be expected to work on more than 5 days in a calendar week
- Due to the nature of your role, you may be required to work in the evenings, at weekends and public holidays as necessitated by the needs of the organisation.
- Overtime may be agreed with **Name someone** and may be recognised as time off in lieu (**TOIL**).

5. Remuneration:

Your pay on the date of signing this contract is **£???,???** per annum.

- Payment will be made through bank transfer on the **??th of each month**.

6. Holidays:

Your annual Holiday leave entitlement is pro rata **?? days per year, plus (country) holidays**.

- You are also entitled to additional holiday to cover our period of shutdown, which is normally, but not necessarily, over the Christmas period 24th December to 2nd January inclusive.
- All leave must be agreed in advance, with your **Team and/or the Responsible Lead**:
 - ✦ 1 week in advance for leave up to 3 days; 1 month in advance for leave of 4 or more days.
 - ✦ Holiday requests of 4 or more days may not be granted during intensive periods.
- A maximum of 2 weeks leave not taken in 1 year may be carried over to the next in agreement.



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7. Sick Pay

In addition to the salary, we will provide:

- ??? days full pay plus ??? days per year worked to a maximum of ??? days, in addition to [SSP](#).

8. Learning & Development:

- The Company offer access to an [employee assistance programme](#) / or similar support
- Learning and development opportunities – **Outline as needed or remove**

9. Childcare Benefits (depending your country –ie: [Shared Parental Pay](#))

- [Statutory Maternity Benefits](#) (6 weeks @ 90% of full pay) + **The Company** tops up (20 weeks of enhanced pay @ 50% of full pay)
- [Statutory Paternity Pay](#) (2 weeks @ 90% pay) + **The Company** tops up (2 weeks @ 90% Pay).

10. Pension Scheme:

- Employees may request or decline to be part of a pension scheme designated by **The Company**
 - ✦ **The Company** will make a 3% contribution to complement the 5% employee contribution

11. Work Equipment – as a Remote Team:

- **The Company** offer to reimburse necessary equipment & services to enable team members to perform their roles in a healthy and effective way as agreed with the **Responsible Lead** and contingent on the availability of funding. These may be purchased for you to own, to a maximum of ??? – pro-rata should you terminate within 2 years. This equipment may include:
 - ✦ Computer (**max ??**) We do not expect each employee to buy a new computer or screen; we appeal to the team's common sense.
 - ✦ Chair (**max. ?**), Desk lights (**max ?**), Other need/context based essential items (**max ??**)
 - ✦ Access to a co-working space up to a **maximum of ?? per year**
 - ✦ Internet connection (max 50% of household bill) up to a **maximum of ?? per year**.

12. Absences from Work:

- If you are unable to come to work, for whatever reason, you should inform a Team member or the **Responsible Lead** within 2 hours of your due time. **See Team Handbook**.

13. Health & Safety, Diversity & Inclusion, Discrimination & Harassment:

You have a statutory duty to observe all health and safety rules and regulations, and are requested to understand and observe our D&I and D&H policies. **See Team Handbook & Policies**

14. Disciplinary Procedure:

Please read and ensure that you understand our **Disciplinary & Grievance Procedure policies**

15. Termination of Employment:

- If you wish to terminate employment with **The Company**, you are required to give a minimum 4 weeks notice + 1 week for every full year of employment in writing to Operations Lead.
- Should **The Company** wish to terminate your employment for reasons other than gross misconduct or funding, you are entitled to a minimum 4 weeks notice.



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16. Deductions:

You hereby authorise **The Company** to deduct from your remuneration at any time either during or after your employment has ceased, all debts owed by you (eg: holiday pay, sick pay, equipment, etc)

17. Orientation period & bi-annual Role Evaluations:

The [orientation period](#) for this job is 6 months, your [Role Review / Self-Evaluation](#) is scheduled for:

- **DATE**
 - ♦ [Self-Evaluations](#) form part of our Policies, and inform the team culture and Roles

18. Contract Terms and Conditions:

This Principal Statement, your [Role Outline](#), and our **Team Handbook & Policies** form your contract.

19. Variation of Terms:

We reserve the right to vary any provision contained in this Principal Statement or the **Team Handbook**.

- We will inform you in writing of any changes, and the change will come into effect one month after notification, unless otherwise agreed or you object to the change in writing to **The Company**.

20. Confirmation, Understanding and Acceptance of above Terms & Conditions

Employee **OR** Self-Employed signature: _____

Date: Month, Day, Year

Signed on behalf of Company: _____ **Position: TBD**

Date: Month, Day, Year

