

***Sample Honorary Contract: this is an example – if you already have your own version, please use what has been approved by your Trust.***

Dated: ...

Parties: **trust name and address** (“the Trust”)

**[Name]**

The Postholder will work under an Honorary Contract appointment with the Trust. The appointment is to enable the Postholder to carry out the necessary role/responsibility for which they are appointed/invited.

1. This Contract is issued to **[Name]** on the understanding that it is conferred for the sake of honour only and you will not receive any significant financial or other benefits for the services provided thereunder.
2. The department in which you will be based is **[area]**
3. The title for this post is: Return to Practice Midwifery Student
4. The Contract commences on **[date]** and will cover each **[day(s)]** thereafter, expiring on **[date]**.
5. This Contract may be terminated by either party without prior notice, where reasonable grounds exist.
6. The proposed working arrangements and the pattern of hours worked in any week may well vary according to the requirements of the post. The number and distribution of hours will be a matter for mutual agreement between you and **insert name**. You will be covered by the Working Time Regulations 1998 and will not be expected to follow other than standard procedures in respect of working time.
7. Since the appointment is unpaid, this Contract carries no entitlement to paid holidays, bank holidays, sick pay, travelling expenses etc. which would otherwise be given to an employee of the Trust.
8. It will be expected that you carry out your work in a manner which is safe and absent from risk to their own health and that of any person who may be affected by their actions or omissions. It is also expected that you will co-operate with the Trust in complying with any relevant statutory regulation imposed by the Trust. Whilst on Trust premises you must comply with the requirements of the Health and Safety at Work Acts 1974 (including regulations and Codes of Practice issued thereunder).
9. During the course of your work you may have access to information concerning the Trust’s staff, policies, finances or patients, which is strictly confidential. It is a

condition of this appointment that in no circumstances will such information be passed on or discussed with any unauthorised person. A breach of confidentiality during this Contract would result in its termination.

10. If required to work on the Trust premises, the Trust cannot accept responsibility for articles of personal property lost or damaged by burglary, fire, theft or otherwise. You are therefore advised to cover yourself in this respect against all risks.
11. Notwithstanding the above, for the purposes of employment insurance (and for no other purpose) you will be regarded as a Trust employee during the proper performance of your duties, provided that at all times you exercise all reasonable skills and judgement and always act in good faith.
12. During the course of this appointment you must abide by all Trust and Departmental Policies and Procedures including the Code of Conduct, Disciplinary and Grievance Procedures which are available on the intranet and from the manager/supervisor. It is your responsibility to familiarise yourself with these Policies.
13. You must declare to the Trust any financial interest or relationships you may have which may affect or appear to affect Trust policies or decisions. The appropriate guidance documentation and application are available from the Human Resources Department.
14. If you are required to use a personal motor vehicle during the period of this Contract, you are responsible for ensuring that your insurance cover is appropriate for business use and, if it is not, that it is obtained. You must also ensure that your vehicle is road worthy and road legal. This includes the driver holding a valid driving licence, MOT, and business insurance for the vehicle being driven.
15. It is Trust policy to health screen all persons who work within the Trust. Therefore it is your responsibility to ensure that you do not enter into this Contract until you have been medically cleared by Occupational Health/completed a health questionnaire
16. The offer and the acceptance of it should together constitute a contract between two parties.

## Acceptance

If you wish to accept this Honorary Contract on the terms specified above, please sign and date the form of acceptance set out below and return it to **insert named person**. A second signed copy of the Honorary Contract should also be signed and kept for future reference. This offer and acceptance of it shall together constitute a contract between you ("the Postholder") and **name of Trust**.

Contract issued by: XXXXXXXXX

Job Title: XXXXXXXXX

Signature:

Date: ...

### Form of Acceptance

I acknowledge and accept the conditions of set out in this Honorary Contract. I have kept one copy of this Contract for my own information and will return the other copy to **named person**. I consent to the Trust processing and storing data and sensitive personal data (as defined in the Data Protection Act 1998).

Postholder Name: ...

Signature:.....

Date: .....