PRE-REGISTRATION PERIOD

ACTION PACK

for

OPTOMETRY UNDERGRADUATES

and

PRE-REGISTRATION TRAINEES

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Dear AOP Student Member

**PRE-REGISTRATION PERIOD – ACTION PACK**

As you approach the end of your degree course in optometry, I am sure that you will have been giving much thought to your pre-registration period. This is your opportunity to gain the practical training which will lead to your Final Assessment and qualification as an optometrist.

This Action Pack is intended to give you guidance and information that we believe will be of assistance to you at this important stage in your career.

Your pre-registration period is an extension to your degree course, where you can gain clinical experience in all aspects of sight care, and prepare for your Final Assessment. The pre-registration period enables you to “learn the ropes” and should be the foundation to your career as an optometrist. You need to satisfy yourself that during the period you will receive adequate training and preparation to allow you to tackle the Final Assessment with the fullest confidence.

We hope you will enjoy your pre-registration period, and we wish you every success in your Final Assessment and your future career.

Yours sincerely

TREVOR WARBURTON
CHAIRMAN
ASSOCIATION OF OPTOMETRISTS’
PRE-REGISTRATION PERIOD ACTION PACK

for

OPTOMETRY UNDERGRADUATES and PRE-REGISTRATION TRAINEES

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The pre-registration training period aims to give students practical experience of all aspects of eye care and the profession. The College of Optometrists issue students with its Pre-Registration Handbook which contains enrolment forms and important information relating to the pre-registration period and the Final Assessment.

Pre-registration training places are available in optometry practices run by the multiples and independent practitioners, in hospitals, and there may be one or two places in university optometry departments. Students should start applying for pre-registration places in their second year of university, or third year in Scotland. This usually involves putting together a CV, covering letter and contacting an independent practice or a multiple or even applying to hospitals.

Interview. It is imperative that students meet their prospective supervisor at the time of interview, as this is the person you will be working closely with throughout your pre-registration period. It is important to be punctual when attending the interview, to have researched the practice, look smart, have positive body language and raise any questions you may have at the interview. After the interview you should review what went well and what, if anything, did not go so well, or went badly, so you can learn from this for the next time.

Students from overseas who will require a work permit to undertake their pre-registration training period should apply to Work Permits UK for a permit. For an application form visit their website at www.workingintheuk.gov.uk.

There are various tips for students undertaking their pre-registration training. They include getting to know how the practice works, getting to know colleagues, keeping a note of high points and low points during your training and taking time to attend courses. When you start seeing patients it is important that you record details of all interesting patients you see with a brief synopsis of their case histories, write your case records as soon as possible after each examination and discuss these, and especially anything out of the ordinary, with your supervisor.

The Final Assessment. The College publishes detailed information on the pre-registration period and the regulations and syllabus for the Final Assessment. This is in their pre-registration handbook. Once you have passed your Final Assessment you will need to register with the General Optical Council (GOC) in order to practice.

Continuing Education. Your career in optometry is likely to be a continual learning process as new techniques are introduced into the field of optometry and you gain new understanding. Details of the continuing education and training (CET) for optometrists can be found on the GOC’s website at www.cetoptics.com. You will be required to gain a specified number of CET points each year in order to maintain your GOC registration.

During your pre-registration period you may continue your membership of the Association of Optometrists (AOP), if you inform us of your address. When you qualify your first year’s AOP membership subscription will be at a discounted rate.
1 Aims of the pre-registration period

Your pre-registration period should give you practical experience of all aspects of the profession and eye care. It is a period of clinical and professional training required and regulated by the General Optical Council and administered by The College of Optometrists. At the same time the period prepares you for the qualifying examinations, the “Final Assessment”.

You will work under the supervision of a College-registered supervisor, undertaking a specified number of eye examinations and dispensings. You will undertake formal assessments during the year and a your Final Assessment at the end of the year, which you must pass in order to qualify as optometrist.

During your pre-registration period you should:

- learn and refine a full optometric routine;
- learn and refine full contact lens fitting and after care routines;
- expand your knowledge of pathological ocular conditions by working with local hospitals and ophthalmologists;
- develop your knowledge of the clinical areas required for the Final Assessment;
- gain competence and confidence in patient management;
- gain the knowledge and skills required for dispensing optical appliances;
- understand and develop the skills needed in the day-to-day running of an optometric practice.

2 Pre-registration Handbook

During your final undergraduate year, before your final examinations, The College of Optometrists will issue you with its Pre-registration Handbook. This handbook contains enrolment forms and important information relating to the pre-registration period and the Final Assessment.

3 Criminal convictions

If you have a criminal conviction you may be barred from practising as an optometrist. People applying for jobs as optometrists are obliged to declare all criminal convictions and may not treat any criminal convictions they have as spent.

Criminal convictions received before an undergraduate optometry degree was started and criminal convictions received while undertaking an undergraduate degree should be discussed with your university optometry department or the General Optical Council to ascertain whether they will present a bar from continuing the optometry degree or from qualifying thereafter.

It should be noted that the criminal convictions which will prevent you from practising as an optometrist will be those of a serious nature. Less serious misdemeanours should not prevent people from practising as optometrists.
4 Finding a Supervisor

In looking for a pre-registration training place, the three main options are to find training with a multiple, in an independent practice or in a hospital. Some university optometry departments may also have training places. Information on how to pursue each option is set out below.

You can also look for vacancies through:

- your university optometry department;
- The AOP’s Pre-reg Link (see paragraph 8 below);
- JCL’s Centralised Hospital Application Scheme, for full-time hospital posts (see paragraph 6 below);
- advertisements in *OT* and *Optician*.

The College of Optometrists will be able to advise you on whether an optometrist is registered with the College as a pre-registration training supervisor.

5 Preparing your application for a pre-registration placement

Students often start applying for pre-registration places in their second year of university, or third year in Scotland.

Ask your university careers or optometry departments for assistance in preparing your CV and covering letter, or completing application forms.

Some applications may require you to complete a form, e.g. applications to hospitals or multiples, and send this with or without a covering letter. Some applications may only require your CV. This should be sent with a covering letter and both the CV and the covering letter should be targeted at the recipient. For example, a generic mail-merge letter or CV proclaiming your commercial skills and value to the profitability of the business will not be as appropriate to an application to do a pre-registration year in a hospital as it will with a multiple. Similarly, whilst any experience gained in working for a multiple or a hospital might assist an application to work in an independent practice, students applying to independent practices should emphasise the aspects of independent practice which appeal to them. In short, applicants should be sensitive in targeting potential supervisors.

6 Hospital pre-registration training contracts

JCL Consulting runs the Centralised Hospital Application Scheme for the recruitment of pre-registration optometrists for a number of hospital optometry departments, listed below. The scheme allows students to apply to a number of hospitals for a pre-registration optometry post in one easy process. JCL’s website at [www.jclconsulting.co.uk/chas.htm](http://www.jclconsulting.co.uk/chas.htm) sets out the application process, outlining the hospital pre-registration year and providing job descriptions, application forms and instruction on how to apply for a pre-registration year in the following hospitals:

Birmingham and Midland Eye Centre Birmingham
Cheltenham General Hospital Cheltenham
Conquest Hospital St Leonards on Sea
Essex County Hospital Colchester
Leicester Royal Infirmary Leicester
Maidstone Hospital Maidstone
Manchester Royal Eye Hospital Manchester
Moorfields Eye Hospital NHS Trust London
Nottingham University Hospital NHS Trust Nottingham
Oxford Eye Hospital Oxford
Sunderland Eye Infirmary Sunderland
University Hospitals Coventry and Warwickshire NHS Trust Coventry

For further details you may contact JCL Consulting through their website or as follows:

e-mail: charles@jclconsulting.co.uk

Tel: 07903 712038

Postal address:

JCL Consulting
PO Box 336
Beckenham
Kent, BR3 4UZ

Applying to hospitals outside of the CHESAS scheme

Hospitals which are not part of the CHESAS scheme may advertise their pre-reg positions by writing direct to the universities or placing advertisements in OT or Optician.

If you are interested in training in a specific hospital, you should contact the hospital directly to see if training places will be available. Telephone the hospital and ask them if they take on pre-registration trainees. If they do, ask them how and when to apply for the post and if you have to attain a specified level of degree, and apply accordingly.

Hospitals are looking for students keen for the challenges that a hospital pre-registration training offers, with a demonstrable interest in a hospital pre-registration post, e.g. a student who would have visited a hospital on work experience, etc.

7 Training contract with a group or multiple

Most of the national and regional groups or multiples provide pre-registration places. Collectively they provide a substantial number. The contact details and the websites for most of these companies are available on the FODO website (see below). Some groups and multiples may visit universities during the milk round to discuss career opportunities with students. Some work with student optometry societies, so you may be able to contact them through your student representatives.
8 Training contract with an independent practitioner

When applying for a pre-registration training contract with a hospital or a multiple, as outlined above, you will be applying to the organisation which will then place you under the supervision of an optometrist who is qualified to supervise you. In applying for a training contract with an independent practitioner you will apply to the owner or perhaps the optometrist under whom you will be training. You may put your name on the AOP’s Pre-registration Link by completing and returning the form at the back of this booklet. Your name and e-mail address will then go on the AOP website so that practices looking for pre-registration trainees may contact you. However, you should not rely on this as a way to get a pre-registration training contract: you should also contact independent practitioners directly to ask them if they take on trainees.

The best way to ask independent practitioners is to approach someone you know or who you may be recommended to by family or friends. Failing this, find the names and addresses of independent practices through business and telephone directories for the areas in which you would like to work. These should be available through your local or university library, or you will find the Yellow Pages on the internet at www.yell.co.uk.

Telephone the practices to ask if they take on trainees. If they do, ask for the name of the owner, or the person to apply to, so that you can personally address your application letter to the right person. Ask if there is anything they would particularly like you to include in your covering letter or CV and send off your application. If you can, it is a good idea to look at the practice before you apply. You may look at it from the outside. If you go in, for example to deliver your application, make sure that you are smartly dressed and well-presented – it is always possible that they might choose to interview you there and then! Some optometrists you contact may never have taken on or considered taking on a pre-registration trainee before. Tell them that they should not be daunted at the prospect and that they can contact the College of Optometrist for further information on the role of a pre-registration supervisor.

9 Training places in university optometry departments

University optometry departments may be able to offer pre-registration training places. If they do they may offer them first to students who they know from their
undergraduate courses. If you know of optometry departments which offer training places you may contact them to ask how you apply for the post.

10 Meeting your prospective supervisor and employer

It is imperative that you meet your prospective supervisor (and employer, if your employer is not your supervisor) at the time of interview. This is the person with whom you will be working closely throughout your pre-registration period.

Your supervisor's job is to guide, help and encourage you. S/he will oversee your work and will be responsible for your clinical judgements, and will advise you on all aspects of your training as an optometrist and on your progress generally. In many ways your supervisor will be the most important person in your pre-registration period. So it is important you get along well with your supervisor.

If you are interviewed at an office, well away from the practice at which you will be working, make sure that your prospective supervisor will be at the interview, and that you will have time to meet and talk to him/her on a one-to-one basis in order that you can formulate an opinion of the person. If it is not possible for the prospective supervisor to be present, ask for arrangements to be made for you to meet him or her.

11 Preparation for the interview

When you meet a prospective supervisor to discuss a job for your pre-registration period, you will be talking to your potential employer, so be sure to make a good impression.

Attendance

☐ Check date, time and location.
☐ Plan to arrive 15-20 minutes early. Enter the premises 5-10 minutes early.
☐ Know the name and position of the person you are seeing.

Research

☐ Find out as much as possible about the practice and the interviewer.
☐ If you are applying for a position with a large company, you may find information on the company through a college or public library or the internet.
☐ If you can, talk to people who know the practice or the company, to determine its good and bad points.
☐ Read any printed information supplied (advertisement, job description, practice information).

Questions

☐ Review the information you have.
☐ Decide what you need/want to know.
☐ List questions to increase your knowledge.
 Decide sequence and priority.
(See Section 8: Specific questions to be raised at interview.)

Rehearsal

- Re-read the information you supplied about yourself.
- Plan how you will answer likely questions.
- Decide what you want to achieve during the meeting.
- Think through your ‘agenda’ in order to achieve your objective.

Appearance

- Think about your image/how you want to come across.
- Decide what you will wear. Dress appropriately for a professional position.
- If possible, ask someone else's opinion.

12 The interview

On arrival

- Get into the role before entering the premises.
- Upon entering the premises, look and listen – get the feel of the place.
- Be polite and pleasant to everyone!

At the meeting

- Position your chair so that you are comfortable.
- Expect to do most of the talking, but don't ramble. Make points clearly. Be positive, forthcoming and relevant.
- Smile. It helps if you are relaxed, but don't lapse into a false sense of security.
- Listen effectively and try to demonstrate positive body language, especially eye contact.
- Ask questions to satisfy yourself on the things you wish to know. The things you may wish to cover are the practice/company, the job and any prospects, people, approach, style, and the way they treat staff.

Interview checklist

- clarity
- voice modulation
- persuasiveness/conviction
- volume
- positive attitude
- brevity/succinctness
- tone
- assertiveness posture
- pertinence/relevance
- credibility
- eye contact
- achievements/selling points
- enthusiasm
- use of hands
- concrete examples
- confidence
- ask questions
- appropriate level of formality
- listening
Avoid

☐ evasiveness  ☐ interrupting  ☐ talking too quickly
☐ over-anxiety  ☐ talking too much  ☐ clichés/textbook answers

13 Specific questions to be raised at interview

These questions should cover the most important points that you would like clarified at the interview. Remember this is when you can judge whether this prospective employer is going to be the one who can guarantee you the best possible opportunity to prepare you for your Final Assessment. Do not be intimidated at the interview. Above all, do not feel that asking for points to be clarified or making requests for certain 'extras' in your pre-registration period will be construed unfavourably. It is important that you make clear what your expectations and needs will be during your pre-registration period. If you are not going to get what you want, you should look elsewhere.

When considering a position you should ask about the following areas:

☐ your exact role and functions within the practice;
☐ time for study for the Final Assessment;
☐ access to revision courses;
☐ who will pay for you to attend courses;
☐ your remuneration package (including holiday and sickness entitlements);
☐ future employment prospects (including continued employment if you do not pass the Final Assessment at the first attempt).

The following questions should help you clarify some of these points.

1 How many examinations will I be expected to carry out daily …
   a) … in the first month?
   b) … in subsequent months?
   c) … in the weeks leading up to the Final Assessment?

2 What equipment will be at my disposal? (See Section 9, Equipment List, for recommended equipment you should have at your disposal.)

3 Will I have my own fully equipped consulting room?

4 If equipment is not available, will the practice attempt to obtain it?

5 What provision will be made for fitting contact lenses, and what types of contact lenses are fitted within the practice?

6 Is there scope for fitting different types of lenses other than those already used in the practice?

7 What provision will be made for hospital practice experience?
8 Will provision be made for experience in specialist fields, e.g.:
   a) low vision?
   b) contact lens work?
   c) industrial optics?
   d) manufacturing optics?

9 Will there be an opportunity to undertake supervised domiciliary work?

10 What support staff does the practice have?

11 Will time be put aside on a regular basis for discussion of patients I see during my pre-registration period? How often?

12 How much time will be set aside for discussion and preparation of examination case records?

13 Apart from holiday/illness, will my supervisor be in regular attendance?

14 Will time be put aside on a regular basis for discussion of problems arising during the pre-registration period? How often?

15 Will I be able to attend revision/learning courses throughout the pre-registration period? Will these be funded by the employer?

16 What period of revision leave will I be allowed prior to each set of examinations?

17 What provision will be made for attending specific revision courses prior to examinations?

18 Will my examination fees be paid?

19 Will re-examination fees be paid?

20 What will be the hours of employment?

21 What will my salary be?

22 How many weeks holiday will I get?

23 When would you want me to start?

24 Are there future employment prospects at the end of the pre-registration period
   a) … if I qualify?
   b) … if I do not pass my Final Assessment at the first attempt?

At the conclusion of the interview, ask if you can be shown around the practice, including the consulting room.
If you are applying through the head office of a company, you must meet your supervisor and see the practice (including the consulting room) where you will work, before you accept an offer. **If your interview is not conducted at the practice where you will be working, you must ask to be shown round that practice.**

It is a good idea when attending for interview to take along a piece of paper to note the answers to the above question so that if there are any shortcomings when you start work you will have a note of what was said at the interview and be in a position to point out the problems. It is also a good idea for your own information when comparing one job to another.

14 **Equipment list (general guide)**

The College requires practices where pre-registration optometrists are undertaking training to have the following equipment:

Visual field equipment  
Colour vision evaluation tests  
Facilities for taking intra ocular pressure  
Equipment for the evaluation of the ocular motor state  
Binocular perception  
Equipment for refraction and dispensing

The following items cover this equipment and further equipment and facilities that might be useful to you during your pre-registration period.

a) Basic sight examination equipment
   - full letter chart
   - trial frame
   - Maddox rod
   - sight examination chair
   - cross cylinders
   - Maddox wing
   - examination stool
   - accommodation rule
   - near vision chart
   - trial case with lenses

b) Amsler charts

c) colour vision tests

d) tonometer – preferably both contact and non-contact

e) visual field screener

f) fixation disparity tests for distance and for near

g) slit lamp biomicroscope plus Volk lenses

h) keratometer

i) focimeter

j) contact lens fitting sets

k) P D gauge

l) stereopsis tests

m) various drugs, e.g.:
   - cycloplegics
   - mydriatics
   - miotics
   - diagnostic stains
   - anaesthetics
   - chloramphenicol
n) a good supply of text books
o) model eye
p) children’s VA tests (e.g.: Sheridan Gardiner tests)

15 After the interview

Review what has occurred. What went well/badly. Make brief notes on:

- the discussion that took place;
- impressions gained;
- what action/next steps were agreed;
- points still needing to be clarified (consider writing a follow-up/thank you letter);
- what lessons can be learned for other interviews?

16 Deciding where to undertake your pre-registration period training.

Try not to let the salary you are being offered for your pre-registration training sway your decision as to whether to accept or reject the position. Your object should be to get the training you want in the environment you feel comfortable in. When you qualify at the end of your training your salary should allow you to make up for the lower salary of your training period. Your employer will be obliged to pay you no less than the minimum hourly rate of pay set out in legislation. The minimum hourly rate will is slightly lower for people under 22 years old. Where the minimum hourly rate is paid it must be paid for hours worked and holidays, it need not be paid for periods of leave to study, attend courses or undertake your assessments.

Some employers will be prepared to pay you for time you spend on revision courses and your exams, others may not. Similarly, some may be prepared to pay for your courses, others may not. You should take this into account when deciding where to undertake your pre-registration period.

The College of Optometrists requires the pre-registration trainee to have a contract of employment, and a contract of employment means that an employer will have to pay you at least the national minimum wage. You should not accept the offer of an unpaid training placement.

**Do not base your decision on whether or not to accept a training place on the size of the salary package offered to you. You will be expected to “earn” your pre-registration position.**

Once you have decided to accept an offer, reply immediately – and keep to your word!

17 Useful tips for the pre-registration period

When you have finished your degree, take a short holiday in order that you start your pre-registration period employment refreshed.
As a graduate optometrist in your pre-registration period you will be an employee, working under a contract of employment. You will be paid a salary and you will pay tax on your salary. You will be entitled to receive a written statement of the main terms and conditions of your employment, and it is advisable to have a written contract of employment where the terms of your employment exceed those required by law in the written statement of the main terms and conditions of your employment. A specimen contract of employment is set out in the appendix at the end of this booklet.

How to get the most out of your pre-registration period.

Your pre-registration period is an opportunity to make the most of. During the period you will gain experience that will prove valuable to you in your future career.

It may take time to get used to your supervisor and the practice.

To learn as much as possible, it is also necessary for you to have access to all personnel and sections of the practice, including dispensing. It should be clearly understood by all the staff in the practice that you are there to learn as much as possible, as well as to make a contribution to the success of the practice.

a) Spend at least the first week in the practice acclimatising yourself to your surroundings. Get to know your colleagues and understand how the practice works, including all its procedures for handling prescriptions, orders from suppliers, paperwork for claiming money from the NHS etc. What forms are used for what purpose? (Where are the kettle and teabags kept?) This will ensure that when you start seeing patients you will be confident in what you are doing.

b) Do not start seeing patients until at least your second week.

c) When you start seeing patients:

1) Record details of all interesting patients that you see with a brief synopsis of their case histories. This will help immensely when it comes to writing up your case records. It will enable you to select the best case records to present to your examiners.

2) Keep supplementary materials, e.g. copies of any referral letters, visual field plots, etc, that will contribute to the content of any case records.

3) Keep a note of any interesting points, or anything out of the ordinary that occurs with a patient in order that you can discuss these points with your supervisor. Make sure your supervisor makes time to discuss these points with you.

4) Write your case records as soon as possible after each examination. One of the biggest mistakes graduate optometrists make in their pre-registration period is to leave writing up case records until the last minute. It is a very time-consuming task, and they may well need to be refined. Your supervisor will be better able to give useful criticism on a few case records at a time, rather than having to read through many, e.g. twenty at a time, looking for faults.
Helping your supervisor in this way will also give you far more time to discuss the case records, and take the pressure off you when you need to be revising other subjects.

d) The AOP’s website – [www.aop.org.uk](http://www.aop.org.uk) – has model questions and answers for pre-registration trainees and their supervisors to use in relation to each assessment. You will find them on the student section of the website.

e) Keep a general diary of high points and low points in your pre-registration period. Make a note of any problems during the period. The Association of Optometrists would welcome feedback on your pre-registration period training, in order that we can analyse both the problems and good points in pre-registration positions and attempt to improve the pre-registration period for future students.

We should be grateful, therefore, if, when you finish your pre-registration period training, you would complete and return the questionnaire, which you will find at the end of this booklet.

f) Time away from the practice.

Having enough time away from the practice to attend courses is extremely important. You need to be clear with your supervisor how much time will be allowed for courses, who will pay for them and how much time you will be given to do your revision for the Final Assessment.

18 Your supervisor's role

In many ways your supervisor will be the most important person in your pre-reg. period. You will have to rely on them to advise you on your general progress and your detailed work. In return, your supervisor must be willing to be as informative and encouraging as possible.

You will need to strike a balance with your supervisor over how much you are allowed to get on with things yourself and how much you work with them. This balance will depend on the number of hours and days you work and on the number of patients you see every day.

However much time you are given to work on your own, your supervisor must be accessible. We suggest that you should agree a routine with your supervisor to allocate a time regularly in which to discuss your patients and your work. These meetings should be long enough and held often enough for you to tell your supervisor everything you want to and to get enough feedback.

By writing your case records as you go, you will make it easier for your supervisor to give you useful criticism. It will give you more time to discuss case records and allow you to absorb more knowledge.

Don't forget that you must not do any eye examinations, contact lens consultations or dispensing without being supervised by an optometrist. This should be your supervisor, other than when your supervisor is on holiday or absent due to sickness, when you are gaining specific experience in a hospital department, or when a
dispensing optician or contact lens practitioner is supervising you in areas of work they are qualified to undertake.

19 Problems arising during your pre-registration period

If you have any doubts about any matters during your pre-registration period training, don't let them pile up. The longer you delay raising these matters with your supervisor, the more difficult it may become to resolve them. Also, if you are unhappy with any aspect of the way in which your supervisor is working with you, tell him/her directly and as soon as possible.

We cannot express too strongly how important it is to raise any problems you may have during your pre-registration period training directly your supervisor. If you really feel that you are unable to do this then take the matter up with your College Adviser. You should have received details of your Adviser from The College.

If you feel that your concerns have not been satisfactorily dealt with by your supervisor or your Adviser, you should contact The College for advice or the Association of Optometrists if it concerns contractual matters.

20 How to prepare for your Final Assessment

As the appointed body to administer the examinations and the pre-registration period, the College publishes detailed information on the pre-registration period and the regulations and syllabus for the Final Assessment. This is located in the pre-registration handbook, which the College will send to you before your final university examinations.

21 What to do after sitting your Final Assessment

When you have taken your final Final Assessment you will be told whether you have passed or failed.

Upon passing your Final Assessment

If you have passed your Final Assessment you will need to register with the General Optical Council in order to practice.

Upon passing your Final Assessment you should be given information about membership of the Association of Optometrists. If you do not receive an information pack, please contact the Association for details.

For further information on both of these matters, please see below.

You should have ascertained at your interview whether you would be employed by the practice upon qualifying. If you are not to stay with the practice you will need to obtain employment elsewhere. Prepare your CV. You may obtain help in doing so from books on the subject in your local public library or through your local careers office or, possibly, your former university careers office. Make use of all the contacts you have in the profession to obtain employment. You may also obtain employment by answering job advertisements or through agencies. You will find advertisements for both of these in the professional journals, e.g. OT and Optician. You may also
write directly to prospective employers enclosing a copy of your CV. You will find
their addresses in the Yellow Pages for the area in which you wish to work (which
may be obtained through your local library) or through The Opticians Register,
available from the General Optical Council.

If you have failed your Final Assessment

If you have failed your Final Assessment you will not be alone. Discuss your position
with your supervisor. Consider the task ahead of you. Ask if you will be able to stay
on at the practice to complete your Final Assessment. If not, you will have to look
elsewhere to complete them. Contact The College for information regarding your next
step. Having spoken to The College, if you are looking for a supervisor with whom to
complete your Final Assessment, use your contacts, e.g. former students or lecturers,
to assist you in obtaining a place and make direct approaches to potential employers
by telephone, in writing, or in person.

Remember, failing your Final Assessment is not the end of the world. Many
accomplished practitioners may not have passed their exams first time around.

22 Registering with the General Optical Council

When you have successfully completed your Final Assessment, the College will give
you an application form to register with the General Optical Council (GOC).

Remember, you cannot practice as an optometrist until your name is on the GOC’s
Opticians Register.

Your registration must be renewed annually and it is up to you to ensure that this is
done. It is a serious offence to work as an optometrist if your name is not on The
Opticians Register. The GOC will write to you about renewing your registration, but
if you have changed your address during the pre-registration training period and have
failed to inform the GOC, you may not receive the GOC’s renewal notification. So,
make a note in your diary to renew your registration upon the renewal date.

23 Continuing education

Your qualification as an optometrist should not mean the end of your studies. Your
career in optometry is likely to be a continual learning process as new understanding
is gained and new techniques are introduced into the field of optometry.

This continuing learning process has been recognised in recent years by the
introduction of formal continuing education and training (CET) for optometrists. The
scheme is administered on behalf of the General Optical Council by Vantage
Technologies Ltd. Details of the scheme are on the following website:
www.cetoptics.com. You will be required to gain a specified number of CET points
each year in order to maintain your GOC registration.

CET courses are available from a number of sources, often widely advertised in
professional journals, such as OT. CET points may also be obtained through talks put
on at meetings of optometrists’ local associations.
Continuing membership of the Association of Optometrists

During your pre-registration period you will continue to be a student member of the Association of Optometrists (AOP). When you qualify you may renew your membership of the AOP as a full member, initially at a reduced subscription rate. Information on how to join the Association will be available at your examination centre or you may contact the Association directly (see Section 20, below) for information.

The Association represents the interests of optometrists in the UK and helps members individually throughout their careers. AOP members practise in all areas of the profession – as employed optometrists, owners of businesses, franchisees, hospital optometrists, locums and academics.

We provide professional indemnity insurance and a range of other services for members. (Please note that the professional indemnity cover provided with your AOP membership will differ from insurance you may obtain from your employer or elsewhere because, in handling any claims relating to professional indemnity matters, the AOP will have your interests as paramount; the Association has staff who specialise solely in insurance claims relating to the profession, to look after you interests.)

The AOP also has a network of local associations which can put you in touch with practitioners in your area. Local associations provide a forum for exchanging views and ideas. As a young optometrist you can meet members in all these areas and discuss how you want to develop your career. You may also meet potential employers. Contact us at our head office in London so we can put you in touch with the AOP councillor or local association secretary nearest to you, so that you can find out more.

Please note: The Association of Optometrists has made every effort to ensure that the information in this booklet is correct, however, we cannot accept any liability for the accuracy or content. People relying on the contents of this booklet do so at their own risk, but you may check with the Association for guidance.

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### 20 Useful Addresses

<table>
<thead>
<tr>
<th>Association of Optometrists</th>
<th>Tel: 020-72 61 96 61</th>
<th>Fax: 020-72 61 02 28</th>
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<tr>
<td>61 Southwark Street</td>
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<td>web: <a href="http://www.aop.org.uk">www.aop.org.uk</a></td>
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<th>The College of Optometrists</th>
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<td>e-mail: <a href="mailto:pre_reg@College-optometrists.org">pre_reg@College-optometrists.org</a></td>
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<td>web: <a href="http://www.college-optometrists.org">www.college-optometrists.org</a></td>
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<th>General Optical Council</th>
<th>Tel: 020-75 80 38 98</th>
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### Your supervisor

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APPENDIX 1

AOP Pre-Reg Link – To help students find pre-registration training places

Our website will display the names and e-mail addresses of students who are looking for pre-registration places so that practices which are seeking trainees can contact them.

If you are looking for a training place now or in the future, please would you complete and return to us the form overleaf so that we may put your name and e-mail address on our website.

Please would you advise us when you have found a placement so that we can remove your name from the list. Names will be removed from the list automatically at the end of the year (31 December) in which the placement is sought.

Students should not rely solely on the AOP Pre-reg Link database to find their pre-registration year training place; you should also approach individual practices, groups and hospitals directly or, in the case of groups and hospitals, using their application procedures.

Please return the information requested on the form overleaf by post, fax or e-mail to Steven King:

E-mail the information to steventking@aop.org.uk

Post: Association of Optometrists, 61 Southwark Street, LONDON, SE1 0HL

Fax: 020-72 61 02 28
AOP Pre-Reg Link – Application information

If you are seeking a pre-registration training place and would like to be included on the database, to help you find a pre-registration training place, please would you provide the following information by e-mail, fax or post, as set out on the preceding page. The database will be publicised to optometrists who can contact students on the list.

To ensure accuracy please write in **CAPITAL LETTERS**

Name: ____________________________________  Title:  Mr  Miss  Ms  Mrs  
(Circle)

e-mail address: ____________________________________________________________________

University: ____________________________________________________________________

1) Tick box if pre-registration place is required immediately ☐ and state date: ___________

2) Year in which you are looking for your pre-registration training to start: _______________

3) Location

The website will have information on students seeking pre-registration places as follows: (i) anywhere in the United Kingdom, (ii) England, Northern Ireland, Scotland and Wales, (iii) regions or named towns (or areas within commuting distance of named towns).

Please tick the box if you are seeking pre-registration places as follows:

☐ Anywhere in the United Kingdom (If you tick this box, no additional entries will be made on the database for you.)

If you wish to work in a specific country or region, please circle the number(s) below to the left of the place(s) you wish to work in.

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<tr>
<th></th>
<th>England</th>
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<td>North East</td>
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If you wish to work in a specific town in one of the above regions, please state below the number(s) of the region(s) and the town(s) you wish to work in.

______________________________

* * * * * * *

In addition to the above information, please would you also let us have the following contact details, which will not be published on the database (in **CAPITAL LETTERS**):

Home address: __________________________________________________________

Contact telephone number: _____________________________________________

Your additional contact details are requested should we need to contact you other than by e-mail.
APPENDIX 2: PRE-REGISTRATION PERIOD QUESTIONNAIRE

The Association of Optometrists would welcome feedback on your pre-registration period, in order that we can analyse both the problems and good points in pre-registration positions and attempt to improve the pre-registration period for future students.

Please would you complete the following questionnaire in order to provide us with this valuable feedback and return the questionnaire to us at the address below.

Thank you for your assistance in this matter.

Please complete. Tick boxes as appropriate.

1) In which month did you start? _____________________ 20_____

2) Indicate the type of practice you worked in:

☐ Independent single practice  ☐ Independent group
☐ Multiple High Street  ☐ Multiple Department Store
☐ Superoptical

3) What hours did you work?

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4) How many patients did you see per day on average …

… in the first month?:  _________________

… in other months?:  _________________

… in the months prior to each set of examinations?:  _________________

5) How much time were you allowed for each eye examination (sight test)?  ____

6) What provision was made to discuss case records with you?

_____________________________________________________________________

Was your supervisor readily accessible to discuss these with you?

☐ Yes  ☐ No

7) How accessible was your supervisor?

☐ easily accessible  ☐ adequately accessible  ☐ not accessible
8) Did your supervisor make time on a regular basis to sit and discuss your patients and other matters with you?
   □ Yes □ No
9) How often were these meetings? ______________________________
10) How long were these meetings? ______________________________
11) How would you rate dispensing arrangements?
    □ Good □ Adequate □ Poor
12) How many refresher courses were you allowed to attend?
    Please give details of courses attended: ______________________________
    ______________________________
13) Who paid for the courses? □ Employer □ Pre-registration student
14) Who paid for your examinations? □ Employer □ Pre-registration student
15) Did you pass all your examinations first time? □ Yes □ No
16) If not, how many did you pass? ______________
17) What provision has been made for you following your pre-registration period?
    ______________________________
    ______________________________

Thank you for completing this questionnaire.

Please return it to:

Head of Member Benefits
Association of Optometrists
FREEPOST SE3714
LONDON
SE1 0YW

Fax: (020) 72 61 02 28
APPENDIX 3: Contract of employment: Guidance notes and specimen contract

CONTRACT OF EMPLOYMENT – GUIDANCE NOTES

When taking on a new employee the terms of the contract of employment should be discussed at the interview, and it may be sensible to send a draft "contract" with the job application information.

Under the Employment Rights Act 1996 and related employment legislation new employees whose employment continues for one month or more are entitled to a written statement of particulars of employment within two months of starting work. It is generally accepted that the true “contract of employment” if committed to writing would be an extremely lengthy document and the purpose of the written statement is to focus on the key terms and conditions which form part of the said contract. Employees must be notified of any changes to the terms and conditions; however, if the proposed changes are to the detriment of employees then employers should discuss these with their professional advisors before they are put to employees.

Where no written statement has been provided to an employee, there is a financial penalty, of up to 4 weeks’ pay, should the employee bring a successful tribunal claim. The failure to provide a written statement does not give rise to a claim in itself but, if the employee is claiming something else, for example, unfair dismissal, the tribunal can add up to 4 weeks’ pay to the award.

The written statement of particulars must include details of the following: names of employer and employee; date when employment began; date on which the employee’s period of continuous employment began; scale/rate/calculation of pay; pay intervals (weekly, monthly, etc.); terms and conditions relating to hours of work; terms and conditions relating to holiday entitlement, including public holidays and holiday pay, and entitlement to accrued holiday pay on termination; job title or brief job description; place of work, or, if the employee is required or permitted to work at various places, an indication of that fact and the employer’s address.

Further information. In addition to the principal statement, above, the employer must also provide the following information within the two-month period (either in further instalments or with the principal statement): terms and conditions relating to sickness/injury, including sick pay; details relating to pensions and pension schemes, including whether or not employment is contracted out of the State pension scheme; length of notice to be given by both employer and employee; if the contract is temporary, an indication of the expected duration, or if it is a fixed term, the date when it is to end; particulars of any collective agreements which directly affect the terms and conditions of employment; where the employee is required to work outside the UK for more than one month the following details must be given: (a) details of the length of the posting, (b) the currency in which payment will be made, (c) details of any additional benefits arising from the posting and (d) any terms and conditions relating to the employee's return to the UK. (If the employee is to begin work outside the UK within two months of starting, all the particulars must be given before the employee leaves.)

Note on discipline and grievance. The statement must also include a note specifying any disciplinary rules applying to the employee or referring the employee to another document where he can find these rules. This other document should be reasonably accessible to the
employee. The Statutory Statement should also tell the employee to whom and in what manner he may apply if he is dissatisfied with any disciplinary decision in his case, or if he has any other grievance, and explaining any further steps in the disciplinary or grievance procedures, or referring the employee to reasonably accessible documents where he can find such an explanation.

A precedent disciplinary and grievance procedure is provided with this specimen contract.

These provisions do not apply (with the exception of the stipulation as to the person to whom an employee can apply for the purpose of seeking redress of any grievance), where on the date the employee’s employment began, the relevant number of employees is fewer than 20. However, this exemption will no longer apply as of 1 October 2004, when all employees of all employers, regardless of size, will be entitled to have the benefit of a minimum standard formal dispute resolution process in place.

The written statement can refer employees to another document or other documents for particulars on sickness, pensions, disciplinary rules and the various steps in the disciplinary and grievance procedures. This is only permitted where employees have a reasonable opportunity to read the reference document in the course of their employment or where the document is made reasonably accessible in some other way, e.g. where every employee is provided with a staff handbook. In addition, the employer can refer the employee to the statutory provisions or a collective agreement on length of notice periods. As above, the reference document must be readily accessible to employees.

No particulars. All of the categories which are listed above must be included in the written statement. If in any particular case there are no details to be given, then the statement must say so under the relevant heading.

Part-time and fixed-term contract employees and self-employed workers. Please note that part-time and fixed-term contract employees have substantially the same rights as full-time employees and must not be discriminated against in the terms and conditions of the employment. Self-employed workers may now be entitled to many of the benefits given to employees. For further details, seek legal advice.

GUIDANCE NOTES ON THE SPECIMEN CONTRACT OF EMPLOYMENT

You can use the specimen contract which follows these notes as the basis for producing your own contract. (This is copyright of the AOP, but as a member you have permission to use it for any of your employees.) Please read these guidance notes to assist you in drafting your own contract(s) of employment.

Alternative clauses are provided to allow for different requirements. These are indicated by an asterisk (*). The alternative clauses which are not required should be deleted. Similarly, alternative wording is indicated by an asterisk (e.g. *hour/ day/ week/ month) and those words not required should be deleted.

The notes are numbered to correspond to the clauses in the specimen contract.

Notes for the specimen contract
**Parties to the contract and date of issue of the contract.** Enter the name and address of the employee, the date of issue of this contract, and the name and address of the employer.

1. **Commencement date**

Enter the commencement date of the employment.

1.1* Use this paragraph with a new employee, or an existing employee for whom you are issuing a new contract.

You may wish to have a trial period (e.g. 3, 6 or 12 months) written into the contract to allow for dismissal of the employee if found to be unsuitable (see clause 7). Be careful to follow the precise wording of this clause as careless phraseology can result in the creation of a fixed term for the probation period.

1.2* Use this paragraph when the employee has been employed by a predecessor practice and the employment for the purpose of this contract is to be continuous. In these circumstances all previous conditions of employment will apply unless re-negotiated. Continuity of employment is not negotiable.

1.3* This clause sets out the term for temporary and fixed term contracts. If the contract is “temporary”, indicate the expected duration, or if it is for a fixed term, state the date when it is to end. After 12 months’ employment in a job an employee has a right to bring a claim against the employer for unfair dismissal. One reason for such a claim may be the termination of a fixed term/temporary contract. Members should note that the calculation of continuous service may take into account all or part of the notice period and legal advice should be sought if contemplating dismissal of any employee who is approaching 12 months’ service.

It is possible, but not always useful or advisable, to have a fixed term contract at the end of which the employee may be re-employed. However this will not circumvent the qualifying period for employment protection rights.

2. **Job location**

2.1 If the member of staff is always at the same practice use this clause and insert the address.

2.2 If the member of staff is normally based at one address, but may be sent to another practice as temporary relief, use this clause and insert the normal address.

2.3 If the member of staff has mobile duties, use this clause and insert the head office address.

2.4 These details must be provided in the written statement where an employee is required to work outside the UK for more than one month. If the employee is to begin work outside the UK within two months of starting, all particulars must be given before the employee leaves.
3 Remuneration

3.1 In most circumstances this clause will be used. Enter the amount and the period for which this amount is paid.

3.2 Enter the frequency with which the employee will be paid and how you intend paying them.

3.3 Omit this clause, if you do not have a bonus scheme.


4.1* Use this clause if you do not have a union agreement in force.

4.2* Use this clause if there is a collective agreement in force which you wish to be incorporated into the contract of employment.

5. Job title. Delete to leave the appropriate job title. If another title is to be used (e.g. Clinical Assistant, Optometrist-Manager) then enter this at “Other”.

6. Hours of work and absence during working hours

6.1* Enter the hours that are to be worked on each day; or,

6.2* Enter the appropriate figures.

You may wish to insert a provision regarding a break for lunch, e.g. an hour, and when this break should be taken.

6.3*. Delete method of communication as appropriate.

6.4* Delete rate of payment as appropriate.

6.5* The Working Time Regulations 1998 impose a 48 hour limit on average weekly working hours. An employee may opt out of this limit in writing but must be able to terminate the opt-out by not more than three months’ notice in writing. Use clause 6.5 if your employee has agreed with you to opt out of these Regulations.

7. Probation. It is common to have an agreed period of “probation” before finally confirming the employment. Select how long you wish this period to last. However if clause 1.2 is used this clause should be deleted. In order to avoid claims of unlawful discrimination, it is important to set up a system to ensure that all probationers are reviewed similarly.

8. Conduct

8.1* To ensure a reasonable standard of work you should ensure that the job description is adequate and that the employee receives training.

8.2* You should establish who you wish to handle grievances by staff (e.g. who do they report to in the first instance and then if no resolution) and how you will proceed in
disciplinary matters. A precedent disciplinary and grievance procedure is provided with this specimen contract. It is recommended that you reserve the right to take action without recourse to the disciplinary procedure during the first 12 months’ continuous service.

9. **Holidays.** For the purpose of the Written Statement of Particulars of employment enough information must be given to enable entitlement to be calculated precisely, including any entitlement to accrued holiday pay on termination. Also, it is important to specify details of the requirements for the notification of holidays in the statement otherwise the default provisions set out in the Working Time Regulations (WTR) will apply.

9.1* and 9.2* are alternatives at your discretion.

9.3* You may wish to omit, but this covers those employees who are always prone to be absent immediately before or after a Bank Holiday.

9.4* The employer’s decision must be reasonable.

9.5* Enter the start of the holiday year, which for simplicity can be the same for all employees, irrespective of when they started work. If you fail to specify the holiday year, the Working Time Regulations state that the year shall be deemed to start upon the commencement of employment.

9.6 Under the Working Time Regulations 1998 (as amended) an employee is entitled to 4 weeks’ leave. This may include public and bank holidays. The Regulations state that during their first year of employment workers accrue their entitlement to paid holidays monthly in advance. Detailed rules govern how this leave must be taken, but many of the requirements may be varied by agreement between employers and workers.

9.7* You may choose to pay staff holidays at just the basic rate, or include any bonus etc. that they may normally have received had they been working. Any contractual overtime pay must be taken into account.

9.8* When an employee leaves the employee may still be entitled to some of their holiday entitlement. You may choose to pay the employee instead, or demand that the employee takes this holiday in the notice period. If the employee has taken more than the entitlement pro-rata for that year up to the date of leaving you can, with the employee’s prior written permission [this will be covered where the employee has signed a copy of the contract agreeing to this], deduct the pay for the excess days from the salary, or insist on a repayment of the excess if this is impossible and you have included this in the Contract.

9.9* You may wish to restrict the days which count towards holidays if the employee is absent through sickness; however, the employee is entitled to a minimum of 4 weeks paid holiday; in the holiday year, even where on long-term sick leave.

9.10 It can be inconvenient for an employee to carry forward large amounts of holiday entitlement from one year to the next, but it can also be convenient for the employer to allow this.
10. Sickness or accident

Contact ACAS or see the ACAS website at www.acas.org.uk for sickness and accident procedures.

10.1* Use this clause if you choose not to operate a sick pay scheme except the Statutory Sick Pay (S.S.P.) scheme.

10.2* Use this clause if you operate a sick pay scheme. Enter the rates of entitlement that you consider fair at **. Be aware that there may be problems of entitlement when an employee moves from one scale to the next. You can terminate employment on the grounds of absence through ill health in certain circumstances, although legal advice will need to be taken. Lay down the procedure for how they notify you of their sickness in an Appendix to the contract. [Guidance notes on drawing up these procedures are available from ACAS. See the ACAS website at www.acas.org.uk] Delete any of the “notes” that you prefer not to apply.

11. Pension

11.2* The Welfare Reform Pensions Act 1999 states that many employers must offer their employees access to a stakeholder pension scheme. This means that employers have to designate a stakeholder pension scheme for employees to join. However, there are certain exemptions. If an employer employs fewer than five people, or if the employer offers an occupational scheme that all staff can join within a year of starting work, then the requirements to provide access to a stakeholder pension scheme may not apply. Another exemption is where an employer offers employees access to a personal pension scheme which meets the following conditions:

- it is available to all employees who should have access to a stakeholder pension scheme;
- the employer contributes an amount equal to at least 3% of the employee’s basic pay to the personal pension;
- the scheme has no penalties for members who stop contributing or who transfer their pension; and,
- the employer deducts the employee’s contributions from their pay and sends them to the personal pension provider if the employee asks the employer to do so.

If you have an existing occupational scheme or an arrangement with a personal pension provider you should check with the provider of that scheme to find out if it meets the exemption conditions.

As an employer, you have various obligations, and you will need to designate a stakeholder pension scheme and give employees the name and address of the stakeholder pension scheme provider and contact details such as a named representative at the company, telephone and fax numbers and e-mail addresses.
For further information concerning stakeholder pensions you can call the Inland Revenue Employers’ Helpline on 0845 714 31 43 or visit the following websites: www.stakeholder.opra.gov.uk or www.pensionguide.gov.uk

11.3, 11.4 & 11.5* You should have rules which lay down the conduct of the pension scheme. Delete if no pension scheme.

12 **Retirement Age.** You need to insert the contractual retirement age for all staff at this point. It may be possible to retain employees after this date; however, this can cause complications in employment law terms and you are advised to seek advice before extending employment in this way.

13 **Notice.** If 13.1 is used then 13.2.1 and 13.2.2 should be deleted, or vice-versa. Under 13.2.2 You can lay down the amount of notice that you expect and this may depend on the type of employment. It is more reasonable to expect 3 months notice from an Optometrist than a receptionist. With clause 13.3, an indication should be given as to what constitutes gross misconduct, unless this is specified in the disciplinary rules contained in the Appendix. Clause 13.4 is optional but is recommended particularly for inclusion if you intend to enter into a restrictive covenant with the employee (see 24 below).

14 **Standards and working methods.** You should lay down the ground rules in your staff training. You should also have a disciplinary and grievance procedure (a precedent procedure is provided with this specimen contract) and seek advice before taking any precipitate action. **Never** dismiss a member of staff on the spot, but in the event of a serious breach of discipline suspend the employee and then consider the position carefully. Ideally, you should give staff a statement of the transgressions which you consider to be gross misconduct.

16. **Uniform.** Even if you do not provide a uniform it is reasonable to expect a satisfactory standard of dress, and you should lay this down before employment commences. If you do provide uniform you should specify who is responsible for its cleaning, repair and replacement.

17. **Changes in terms and conditions.** You can only change the contract by consent, but if you advise the employee that you wish to change that contract and no objection is raised then this should be adequate. However it is wise to issue a new version.

18. **Health and Safety.** The Health and Safety at Work Act 1974 imposes a duty on every employer of five or more persons to have a written health and safety policy statement which is given to all employees or displayed as a notice to bring it to their attention.

19. **Equal opportunities.** You may wish to lay this down in more detail by means of a statement given to the staff. Remember that once incorporated into the contract, you will be bound to honour the statement or else you will be in breach of contract.

20. **References.** It is recommended that satisfactory job references are obtained. Ideally one should be from a previous employer. You may also wish to undertake a criminal records check with the appropriate national criminal records service.
PROFESSIONAL STAFF’S RESPONSIBILITIES. (Clauses 20 - 27 cover additional responsibilities which apply to professional staff.)

21. Standards of practice. You should expect staff to be up to standards of their peers and conform to the law relating to practice. Delete the professional body as appropriate.

22. Professional fees

22.1 This will ensure that qualified staff are registered with the GOC. It is common for the employer to pay this. It is tax deductible.

22.2 This will ensure that qualified staff are covered by Professional Indemnity Insurance. It is common too for the employer to pay this. It is tax deductible. [Remember: an employer’s AOP membership P.I. does not cover other registered staff.]

22.3 You may wish to reclaim sums paid from the employee. In order to be able to deduct such monies from the employee’s pay, you are required to have the employee’s written agreement. A copy of the contract containing this clause, signed by the employee, will be deemed to be agreement for this purpose.

23 Continuing Education (CE). The contract should take account of the need for the optometrist to keep up-to-date with developments in optometry through undertaking continuing education. Where CE will be undertaken by way of courses the employer should decide (1) whether s/he will pay for the course, or (2) whether the employee will be expected to pay for the course, and/or (3) whether the employer will pay the employee for the time off of work to take the course. Whatever is decided should be stated in the contract as should any terms agreed in relation to the repayment of fees in the event that the employee leaves employment before an agreed date.

24 Restrictive covenant (i.e. clause in restraint of trade)

This clause, known as a “restrictive covenant”, can cause problems. It is unenforceable unless reasonable and necessary to protect the practice’s legitimate business interests, you cannot protect yourself from competition itself. It would be expected that the employer would take positive action to protect his own practice (for example by writing to patients informing them that there has been a change but that the practice has replaced the employee and will continue to offer them the same service.)

The same restrictions cannot be used for all staff and should be the minimum required to protect the interests of the practice. These will vary according to the type of staff and location of the practice: e.g. a junior assistant optometrist may leave and join another employer or set up independently without causing potential loss of patients to the practice, in which case an onerous restrictive covenant would be unnecessary and could be challenged in the courts. The same may not apply to a practice manager who has used your client base to build up a reputation and then leaves. The potential loss here could be considerable and it is reasonable to protect yourself against this for a reasonable period of time.

If you believe a former employee has breached the restrictive covenant, it can be fatal to your chances of success if you do not act quickly. Therefore, you should seek advice from a solicitor immediately you become aware of a potential breach. It is important to
not here that the instigation of such proceedings is likely to be costly and so should not be undertaken lightly.

25. **Sole employment.** Ensures that the employee works for you and no one else. This should be enforceable providing that consent is not unreasonably withheld.

26. **Activities outside of work.** This can protect the employer against the actions of an employee who takes on an outside job which may reflect badly on your practice, or who has outside activities which make them unfit to work.

27. **Practice records.** This protects the employer against the employee who takes away a list of the patients of the practice, whether as a "hard copy", computer disk or in memory and then uses it against the interests of the practice. It also gives the employee access to a patient’s records should they need this to defend a claim against them. This access is the same access which is given under section 35 of the Data Protection Act 1998.

**PRE-REGISTRATION STUDENTS.** *(Clauses 28 - 31 apply to pre-registration students only.)*

28. **Duration of employment.**

*One of the circumstances which can give rise to a claim for unfair dismissal is where a fixed term contract expires and is not renewed. To qualify as an optometrist the pre-registration student must complete a training contract of no less than 12 months. A claim for unfair dismissal might therefore be brought if the employment is discontinued at the end of the one-year pre-registration contract. One way to ensure that the dismissal is fair is to bring it about in accordance with terms set out in the employment contract. (In addition to this, though, the procedures by which the dismissal is handled have to be fair, and legal advice should be sought on this.) Clauses 28.2.1 and 28.2.2 set out alternative terms to allow the dismissal to be fair in accordance with the terms of the contract.*

28.1*This clause will be used together with either clause 28.2.1 or 28.2.2 to ensure that at the end of the stated term the pre-registration student’s contract is terminated and thereby reducing the risk of any successful claim for unfair dismissal. The alternative is the use of clause 28.3, see note below.

28.2*The alternatives in clauses 28.2.1 and 28.2.2 provide contractual terms which, if met, would mean that the termination of the contract in accordance with those terms may be lawful and, perhaps, fair. These relate, respectively, to the passing or failing of the assessment at the end of the Pre-registration Period. The contract should state the date by which this should happen (see clause 1.3). If the student wished to claim unfair dismissal at the end of the contract, the employer may be able to justify the dismissal as fair because it arose for the reasons stated in the contract.

**Note.** Should the employer allow the fixed-term contract to run on after the expiry date, this could adversely affect the employer’s chances of avoiding a claim for unfair dismissal upon later termination of the contract, unless the contract provided for
circumstances in which the contract would then be terminated. Such circumstances are provided for in clause 28.3 in the specimen contract.

28.3 This alternative to clauses 28.1 and 28.2, allowing the employer to leave the options open, may permit a claim for unfair dismissal when the contract is terminated after more than a year. By setting out the circumstances in which the contract may be terminated after 12 months – passing the qualifying assessment, or failing the qualifying assessment, as stated – this should provide the contractual terms which may make a dismissal for the stated reason lawful and, potentially, fair. Employers, however, must be aware that in addition to a stated reason for dismissal making it fair, the manner in which it is carried out, e.g. adequate notice, must also be fair in order to avoid a claim for unfair dismissal, and legal advice should be taken.

29. **Payment of expenses.** Decide what expenses you wish to pay, or you may decide to pay them only if the student stays with you.

30. **Preparation for final assessment**

30.1 It is in your interests to help the student pass the qualifying assessment, but this can be abused.

30.2 & 30.3 You can insist that the student is properly prepared for the assessment

31. **Duties.** The Pre-registration Period is designed to give an all round training in addition to the clinical experience but some students object to more menial tasks, such as reception/ filing/ checking etc.

    **Specimen contract of employment follows.**
Specimen Contract of Employment

This specimen contract of employment is for your guidance only. It is intended, together with the accompanying notes, to assist you in drawing up the contract for your employee(s), but the contract is your responsibility and the AOP will not enter into any action brought about through use of this draft. If you have any doubts, or require any special clauses in your contract you should take legal advice.

* Clauses marked * are, for the most part, alternative clauses. Choose/delete clause as appropriate. If no alternative is given, delete if not appropriate.

STATEMENT OF MAIN PARTICULARS OF TERMS OF EMPLOYMENT

To: [Employee’s name] __________________________ (the “employee”) of [address] _____________________________________________________________.

Date: __________

This contract sets out the main terms and conditions under which you are employed by [name of employer] ____________________________ (the “employer”) of [address] _____________________________________________________________.

1. COMMENCEMENT DATE AND DURATION OF TEMPORARY/FIXED TERM CONTRACT

1.1* Your employment commenced on the ________ day of ___________ 200_. Employment with any previous employers does not count as part of your continuous period of employment.

1.2* Your previous employment with ___________________________ counts as part of your continuous period of employment, which therefore commenced on the ____________ day of ___________ 200_.

1.3* Your employment commenced on the _____ day of ___________ 200__ and will last for a period of ________ [temporary contract]* / and will terminate on ________________ [date] [fixed term contract]*

2. JOB LOCATION

2.1* Your normal place of work is at the following address: _____________________________.

2.2* Your normal place of work is at the following address: _____________________________, but you will be required to work at other locations from time to time on a temporary basis.

2.3* Your job involves travelling for the proper performance of your duties, and the head office address is: _____________________________________________.

2.4* You will be required to work outside the United Kingdom for a period of ___________ [more than one month]. During this period your remuneration will
be paid in ____________ [currency]. Additional benefits during the posting will include _________________. Upon returning to the United Kingdom you will ________________ [terms and conditions].

3 REMUNERATION

3.1* Your remuneration will be at the rate of £______ per *hour/day/week/month /annum or such other sum as shall from time to time be agreed in writing.

3.2* You will be paid *weekly/monthly in arrears by *cash/cheque/bank credit.

3.3* A performance-related bonus may be paid at the discretion of the employer.

3.4* Although unlikely, mistakes may occur with the calculation and payment of wages. You should always check your pay slip and, in the event of any discrepancy, raise the matter immediately. If there is an underpayment, the employer will correct this mistake by making a payment to you. In the event of making an overpayment of wages or incorrect deduction of tax or national insurance, a deduction/adjustment will be made to your next salary payment. If an overpayment is not noticed for some time, the employer will reclaim the overpayment by making deductions from your salary, possibly on a deferred-payment basis and by agreement with you.

3.5* If at any time during or on termination of your employment you owe the Employer money you agree and authorise the Employer to deduct the sum or sums from any payment due to you from your Employer whether wages, salary, bonus or payment of any other kind. For example this will cover deductions for overpayments, expenses, holiday pay, sickness pay and professional fees.

4 COLLECTIVE AGREEMENT.

4.1 Your terms and conditions are not subject to a collective agreement.

4.2 Your terms and conditions are also subject to the provisions of the collective agreement(s) in force from time to time and made between [employer’s name] and [name(s) of any trade unions concerned] a copy of which is available for your inspection at [insert].

5. JOB TITLE. You are employed as *Receptionist/Dispensing Optician/Optometrist/Pre-Registration Student/Other.

6 HOURS OF WORK AND ABSENCE DURING WORKING HOURS

6.1* You are required to work the following hours each week:

Monday _____ Tuesday _____ Wednesday _____
Thursday _____ Friday _____ Saturday _____
Sunday _____

6.2* Your hours of work will be as follows: ____________________________ .

[A [1 hour] break for lunch will be taken between [state hours].]
6.3* To ensure adequate cover during holidays or sickness absence you may be required to undertake different duties and hours of work than normal. You will be notified* orally/in writing.

6.4* In view of the nature of the work additional hours may be required from time to time. You are expected to be flexible and work whatever hours are reasonably required to fulfil the responsibilities of your role, and you will be expected to co-operate when requested to undertake additional hours. Additional hours will be paid at *your normal rate/time and one half/or you will receive time off in lieu.

6.5* The 48 hour limit on average weekly working time set out in the Working Time Regulations 1998 shall not apply to your employment. You are entitled to withdraw your agreement that the 48 hour limit shall not apply to your employment by giving the company not less than 3 months’ prior written notice.

6.6* Absence. If you need to be absent during working hours you must inform [named person] of the circumstances without delay. It is recognised that within certain cases it may not be necessary to obtain prior authorisation and a message explaining the situation must be passed to [named person] as soon as possible. Unauthorised absence can be considered to be gross misconduct for which you may be summarily dismissed (i.e. without notice or payment in lieu of notice).

7. **PROBATION.** You will be on probation for a period of up to *six/twelve months during which time your progress will be monitored. Provided a satisfactory standard is achieved and maintained your employment will be confirmed. In the event of unsatisfactory progress your employment will not be regarded as confirmed and will be terminated either during or at the end of probation. The disciplinary procedure will not apply during this period and you may be dismissed without prior warning.

8 **CONDUCT**

8.1* You will be expected to work diligently, in good faith and to the best of your ability.

8.2* For details of disciplinary rules and grievance procedures refer to Appendix [No. ]. During the first 12 months’ continuous employment, your employment may be terminated without recourse, in full or in part, to the disciplinary procedure.

9 **HOLIDAYS**

9.1* You are entitled to all public holidays, for which you will be paid, except when the holiday falls on a day on which you would not normally have worked, and no day off in lieu will be due.

9.2* You are entitled to all public holidays, including those when the holiday falls on a day on which you would not normally have worked and for which you will be paid or given a day of in lieu at the discretion of the employer.

9.3* Absence without permission on your normal working day immediately prior to, or the day immediately after any Public Holiday (or group of such days), or day or days
taken in lieu as appropriate, will entail forfeiture of the right to payment for that Public Holiday or group of such days, or day or days in lieu.

9.4* Holidays will be taken only at times which are convenient to the practice, and the employer's decision will be final. Sufficient notice of intention to take holiday must be given to [the employee’s supervisor or manager]. [No more than _____ days holiday to be taken at any one time, unless permission is given by the employee’s supervisor or manager.]

9.5* The holiday year runs from ______________ to _____________ [dates].

9.6 Your holiday entitlement will be as follows:
   In the first complete holiday year ______ days.
   In the subsequent ______ years ______ days.
   From thereafter ______ days.

   Staff joining after the start of the holiday year will be entitled to ____ days pro-rata for the year.

9.7* All holiday pay will be at *basic/average salary rate.

9.8* On termination you shall be entitled to annual holiday, or pay in lieu thereof, pro rata based on the number of months worked in the current year, less any days already taken. The employer will be entitled to insist that any such holiday will be taken during the notice period. Where days have been taken in excess of the entitlement at the date of termination excess will be repayable and may be deducted from the moneys due to the employee on termination of employment.

9.9* Annual holiday entitlement in excess of the statutory minimum holiday entitlement will cease to accrue in cases where you are absent from work for a continuous period in excess of [insert]. Accrual will recommence after the completion of 1 calendar month of working.

9.10 No holiday entitlement can be carried forward from one year to the next unless previously agreed in writing.

10 SICKNESS OR ACCIDENT

10.1* You are not, as of right, entitled to sick leave or any payment in respect of absence through illness outside the provisions of the Social Security Contributions and Benefits Act 1992. If you are prevented from working through illness or injury the procedure shown in Appendix 2 must be followed.

10.2* There is provision for a Sick Pay Scheme relating to your employment as set out below. Your Statutory Sick Pay entitlement will be adjusted accordingly. If you are prevented from working through illness or injury the procedure shown in Appendix 2 must be followed.
## Period of Service vs. Entitlement to Sick Pay

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Entitlement to Sick Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>** 4 weeks pay in any 12 month period</td>
</tr>
<tr>
<td>1 to 5 years</td>
<td>** 6 weeks pay in any 12 month period</td>
</tr>
<tr>
<td>Over 5 years</td>
<td>** 8 weeks pay in any 12 month period</td>
</tr>
</tbody>
</table>

**NOTES**

- Payments made are at the discretion of the management.
- All payments made include SSP.
- As with SSP, employees must follow the proper procedure for the notification of absence in order to qualify for payment.
- At any time during employment, you may be required to undertake a medical examination by a GP/Specialist chosen by the employer.
- Employees who are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations will not be entitled to any payment other than Statutory Sick Pay.
- Eligibility for payment will not prevent the employer from terminating an employee’s employment prior to the expiry of the above maximum benefits.

**10.3*** If you are absent from work due to sickness, injury and/or any other incapacity and provided that you fully comply with the employer’s sickness rules and procedures from time to time in force (refer to Appendix 2) the employer will pay Statutory Sick Pay (SSP) to which you may be entitled in accordance with its obligations. Any discretionary payment that is made will include SSP to which you may be entitled and will take account of any social security benefit for which you may be eligible (whether or not you reclaim it).

The employer’s sickness rules and procedures contain important rights and obligations that have been incorporated into your contract and you should read them carefully.

**10.4*** In the event of absence on account of sickness or injury the employee must inform the employer of the reason for the employee’s absence as soon as possible, and must do so no later than _________ [state time] on the day on which absence first occurs.

In respect of absence lasting seven or fewer calendar days, the employee is not required to produce a medical certificate unless specifically so requested by the employer, but must complete the employer’s self-certification form on return to work from such absence.

In respect of absence lasting more than seven calendar days, the employee must on the eighth calendar day of absence, provide the employer with a medical certificate stating the reason for absence and thereafter provide a like certificate to cover any subsequent period of absence. The employer reserves the right to ask the employee at any stage of absence to produce a medical certificate and/or to undergo a medical examination.

The employee will be paid his/her normal basic remuneration (less the amount of any Statutory Sick Pay or social security benefit to which he may be entitled) for ________
working days in total in any one sick pay year, which runs from ________________ to ________________. Entitlement to payment is subject to notification of absence and production of medical certificates.

The employer operates a Statutory Sick Pay scheme and the employee is required to cooperate in the maintenance of necessary records. For the purposes of calculating the employee’s entitlement to Statutory Sick Pay, qualifying days are those days on which the employee is normally required to work. Payments made to the employee by the employer under the sick pay provisions in satisfaction of any other contractual entitlement, will go towards discharging the employer’s liability to make payment to the employee under the Statutory Sick Pay scheme.

11  PENSION

11.1.1* There is no pension scheme outside the statutory pension scheme. There is no contracting-out certificate in force in respect of this employment.

11.2 Subject to statutory qualifying criteria you will be provided with access to a stakeholder pension.

11.3* The employer has contracted out of the statutory pension scheme and details of the accepted alternative have been given to you.

11.4* The employer has not contracted out of the statutory pension scheme but in addition operates a pension scheme. Details have been given to you.

11.5* The scheme will be terminable in accordance with its rules.

12  RETIREMENT DATE. The retirement age applicable to your employment is [insert age].

13  NOTICE

13.1* The length of notice which you are required to give or are entitled to receive to determine this agreement is provided by The Employment Rights Act 1996.

13.2.1* As at the date of this agreement the length of notice to be given to the employee is:

<table>
<thead>
<tr>
<th>Service</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 month</td>
<td>NIL</td>
</tr>
<tr>
<td>1 month to 2 years</td>
<td>1 week</td>
</tr>
<tr>
<td>2 years to 12 years</td>
<td>1 week for each year of service</td>
</tr>
<tr>
<td>Over 12 years</td>
<td>12 weeks maximum</td>
</tr>
</tbody>
</table>

13.2.2* As at the date of this agreement the minimum length of notice to be given by you to the employer is:
<table>
<thead>
<tr>
<th>Service</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 month</td>
<td>* NIL</td>
</tr>
<tr>
<td>1 month to 2 years</td>
<td>* 1 week</td>
</tr>
<tr>
<td>2 years to 12 years</td>
<td>* 1 week for each year of service</td>
</tr>
<tr>
<td>Over 12 years</td>
<td>* 12 weeks maximum</td>
</tr>
</tbody>
</table>

13.3 The employer reserves the right, in the case of gross misconduct, to dismiss you without notice and without payment in lieu of notice.

13.4 At the absolute discretion of the employer, payment in lieu of working notice may be made and/or you may be required not to carry out your duties or attend your place of work during the notice period.

13.5 Should you not work any part of your notice period, or leave without giving notice or without permission of the company, the company reserves the right not to pay you for your period of notice not worked.

14. STANDARDS AND WORKING METHODS. The employee will be expected to conform to the standards of behaviour and working methods laid down by the employer.

15 CONFIDENTIALITY. As the Employer’s business is specialist and competitive, during the course of your employment you are likely to have access to and an intimate knowledge of the Employer’s trade secrets and confidential information. You will also have access to patient records and information which is confidential to the patient and the employer. Disclosure of such trade secrets and confidential information would place the Employer at a serious competitive disadvantage and do serious damage (financial and/or otherwise) the its business and would cause immeasurable harm.

Therefore, both during your employment and after its termination you are prohibited from communication or disclosing to any third party any trade secrets or confidential information of the Employer and from using such information for your own purposes, unless prior written authorisation from the Employer has been obtained. For this purpose trade secrets and confidential information shall include but not be limited to:

- Details of the employers’ patients including (without limitation) names and addresses, prices paid by such patients for services provided and other terms of dealing with the Employer;
- The Employer’s proposed strategies and plans;
- The Employer’s current business strategies and plans including (without limitation) know-how and internal working practices;
- All information as to the requirements of the Employer’s customers;
- All information relating to patient profiles, histories or similar information.
16. **UNIFORM.** When provided uniform must be worn and maintained in a manner acceptable to the employer. All staff will be obliged to maintain standards of dress and personal appearance as required by the employer.

17. **CHANGES IN TERMS AND CONDITIONS.** From time to time, according to the needs of the practice, and the nature of your work, your terms and conditions of employment may be subject to variation. Should this occur it will be confirmed within one month of such change taking effect by written personal notification.

18. **HEALTH AND SAFETY.** The employer recognises its obligations under the Health and Safety Legislation and the employee shall follow that policy. This information is provided to you by means of *a statement/* a notice displayed in the practice.

19. **EQUAL OPPORTUNITIES.** The employer is committed to the principle of equal opportunity in employment. You have an obligation to report to management any act of discrimination known to you.

20. **REFERENCES.** Your employment is conditional upon the receipt of satisfactory references [one of which should be from your previous employer]. A reference in respect of any criminal records may be sought from a national criminal records agency. If satisfactory references cannot be obtained the employer may give you notice. If false qualifications or false information in respect of any past criminal convictions are given in an application or interview for a job, or false information is provided, this will be deemed by the employer to be gross misconduct.

**FOR PROFESSIONAL STAFF ONLY:**

**PROFESSIONAL RESPONSIBILITIES**

21. **STANDARDS OF PRACTICE.** You are expected at all times to maintain a high clinical standard and observe the legal requirements and professional guidelines of the General Optical Council, the Department of Health, the College of Optometrists*/Association of British Dispensing Opticians*.

22. **PROFESSIONAL FEES**

22.1 You are expected to maintain Registration with the General Optical Council *at your own expense/which will be paid by the employer.

22.2 You are required to retain membership of the Association of Optometrists *at your own expense/which will be paid by your employer.

22.3 An employee leaving will be required to reimburse the employer on a pro-rata basis for any professional fees paid by the employer.

23. **CONTINUING EDUCATION.** The employee will be required to keep up-to-date with developments in optometry through undertaking continuing education (CE) on a regular basis. The employee is required to achieve [ ] CE points each year.
23.1* The employer will pay for any courses the employee wishes to take as part of his/her continuing education for his/her work as an optometrist with the practice. Such courses will only be paid for by the employer when they have been agreed in writing in advance by the employer.

23.2* The employee will be required to pay for any courses s/he undertakes by way of continuing education in accordance with this clause.

23.3* When attending any continuing education courses in accordance with this clause the employee will be paid/will not be paid* for the time away from practice.

24 RESTRICTIVE COVENANT. For a period of _____ months/years after termination of your employment howsoever occasioned, including breach by your employer, with the employer you will not practise as an *Optometrist/a Dispensing Optician within a radius of ____ miles of any practice of the employer at which you have been employed within the last * 3 months/6 months/12 months, without the consent in writing of the employer.

25 SOLE EMPLOYMENT. During the course of your employment with the employer you will apply yourself diligently and in good faith to the business of the employer, and will not practise as an *Optometrist/a Dispensing Optician other than for the employer, without the consent in writing of the employer, such consent not to be unreasonably withheld.

26 ACTIVITIES OUTSIDE OF WORK. The employee will not, either within or outside working hours, engage in any activities which may give rise to any conflict of interests or adversely affect the interests of the employer.

27 PRACTICE RECORDS. The copyright of all confidential information (save for that which has come into the public domain) e.g. practice records and mailing lists, however and by whosoever written and compiled (including by the employee) belongs absolutely to the employer. The employer also owns all such material. In the event of an optometrist or a dispensing optician wishing to defend any legal proceeding or obtain legal advice which requires reference to a patient’s records which belong to the employer, the employer will give the optometrist or dispensing optician or their legal representatives access to the patient’s records as is given under section 35 of the Data Protection Act 1998 to assist in the defence of the claim.

FOR PRE-REGISTRATION STUDENTS ONLY:

28 DURATION OF EMPLOYMENT

28.1* Your employment will terminate for the reason specified in clause 28.2.1 or 28.2.2 on the date specified in clause 1.3, on completion of the required period of pre-registration experience, unless terminated earlier under the terms of this contract.

28.2.1* Your employment will terminate upon the date specified in clause 1.3 upon your successful completion of the Pre-registration Period Final Assessment prior to or upon that date.
28.2.2* Your employment will terminate upon the date specified in clause 1.3 upon your failure to complete successfully the Pre-registration Period Final Assessment prior to or upon that date.

28.3* In the event of failure to complete successfully the Pre-registration Period Final Assessment the employer will consider your continued employment subject to suitable practice conditions at the end of the Pre-registration Period. In the event of the contract continuing, your employment under this contract will be terminated upon the successful completion of your Pre-registration Period Assessment or in the event of your failing to successfully complete the Pre-registration Period Assessment after [*one/two/three etc] attempts.

29. PAYMENT OF EXPENSES

29.1* The employer will pay expenses associated with your pre-registration training as follows:

- Fees for the Pre-registration Period Assessment *but not for any resit fees due to a failure to pass the final Assessment at the first attempt;
- Refresher courses agreed in advance;
- Travel and accommodation costs for attendance at final Assessment and courses.

29.2* The employer will provide you with an interest free loan of £_______ in three installments during the year, to cover expenses relating to the final Assessment, courses fees etc. incurred as part of the Pre-registration Period. This loan would be repayable only in the event of the employee leaving this employment during the Pre-registration Period or within one year of registration.

30 PREPARATION FOR THE PRE-REGISTRATION ASSESSMENT

30.1 The employer will provide you with *paid/unpaid study leave of _____ days at a mutually agreed time in advance of the Pre-registration Period Assessment.

30.2 You are required to study conscientiously for the final Assessment.

30.3 You are required to attend refresher courses requested by your employer or supervisor.

31 DUTIES. You are required to undertake general practice duties which your employer considers will be relevant to your optometric development.

Signed this ________ day of ___________________ 200__ by

______________________________ ______________________________

Employee Employer