

<<Company Name>>

## Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms of service with the Company. [You are also subject to the terms contained in the letter offering you employment. If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.]

of employment which govern your service with the Company. [You are also subject to the terms contained in the letter offering you employment. If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.]

## TERMS AND CONDITIONS BETWEEN

- (1) <<Name of Company>> a company incorporated in <<England and Wales>> under registration number << >> whose principal place of business is at <<Address>> (hereinafter referred to as “we”, “us” or “our”)
- (2) <<Name of Employee>> of << >> (hereinafter referred to as “you”)

IT IS AGREED as follows:

### 1. General

The following terms and conditions of employment shall apply to you in accordance with the terms of the Employment Rights Act 1996, the Employment Rights Act 2002 and Working Time Regulations 1998 as amended or replaced or otherwise enacted at the relevant time.

### 2. Duties and Job Title

2.1 You are employed as <<specify job title>> (hereinafter referred to as “your job title”). You will be responsible for <<specify job description>>. You will be responsible for <<specify job description>>.

2.2 [You will be required to perform such duties and responsibilities as may be determined by the Company from time to time.]

OR

[Details of your duties are set out in the job description at <<specify location>> [other source].]

2.3 The Company reserves the right to vary your duties and responsibilities at any time and from time to time in order to meet the needs of the Company’s business.

### 3. Date of Commencement/Continuation of Employment

3.1 Your period of continuous employment with us begins on <<Full Date>>.

3.2 [No employment with <<specify previous employer>> counts as part of your period of continuous employment with us.]

OR

[Your employment with <<specify previous employer>> which began on <<specify date>> counts as part of your period of employment with us.]

3.3 In accepting your appointment, you acknowledge that you have accepted all the terms and conditions of this Contract of Employment. This Contract of Employment shall annuls any previous contract, verbal or written given to you at any time.

3.4 The first <<e.g. 3 months>> of your employment will be a probationary period. During this period your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and if found satisfactory you will be confirmed. The probationary period may be extended at the discretion of the Company. During the probationary period, the full disciplinary procedure will not apply.

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## 7. Remuneration and Benefits

- 7.1 You will be paid <<sum>> gross per month<<month>> gross irrespective of the hours actually worked on a monthly rate of £<<sum>> based upon <<hours>> per week.
- 7.2 [If you have worked <<sum>> annualised hours at the end of the calendar year or on the termination of your employment, then you agree to deduct from any payment made to you in respect of the Employment, the difference between the amount you have earned based on the annualised hours and the amount you have been paid to you, and the amount you have worked.]
- 7.3 [You will be entitled to <<state e.g. private medical insurance/permanent health insurance/details of insurance>>].
- 7.4 Your entitlement to <<state e.g. on your first day of employment>> OR after the satisfactory completion of your probationary period>>.
- 7.5 The Company retains the right to withhold your entitlement to <<state e.g. private medical insurance/permanent health insurance>>.

## 8. Holidays

- 8.1 You are entitled to the statutory minimum holiday entitlement of 20 days per annum. Public and bank holidays have been added. This does not include any additional holiday given at the employer's discretion including bank and public holidays, which may be given at the employer's discretion in each complete calendar year for part time staff.
- 8.2 If you request a holiday, you must give notice to work, you must give notice to your manager as possible [and, with the knowledge and agreement of your manager, attempt to arrange an exchange of days/shifts with another employee.]
- 8.3 The holiday year commences on <<state e.g. 1 January>> and finishes on <<state e.g. 31 December>> each year.
- 8.4 If your employment terminates part way through the holiday year, your holiday entitlement will be pro-rated accordingly.
- 8.5 If, on termination of your employment, you have accrued holiday entitlement, the Company will deduct a sum from your final payment (or any other payment made to you) on the basis of <<specify the basis of calculation>> from the payment made to you.
- 8.5.1 You have accrued holiday entitlement, the Company will deduct a sum from your final payment (or any other payment made to you) on the basis of <<specify the basis of calculation>> from the payment made to you.
- 8.5.2 You have accrued holiday entitlement, the Company may, at its discretion, require you to take a holiday during your notice period or to make a payment in lieu of holiday entitlement.
- 8.6 Holidays must be taken in accordance with the Company's Holiday Policy. You must obtain the approval of your manager to take a holiday.

approval of proposed leave will not be allowed. The Company's discretion for approval has been

ce from <<specify job title>>. You weeks at any one time, save at the k holidays until your request for

- 8.7 All holiday must be in circumstances you are entitled to the holiday may not be

which it is accrued. In exceptional to << 5 >> days untaken holiday applies for one year only, and sequent holiday year.

- 8.8 If you are sick or transfer to sick leave strictly subject to the

, the Company will allow you to nt holiday at a later date. This is

- 8.8.1 You must co possible) as sickness or i

>> in person and by telephone (if t your holiday will be affected by

- 8.8.2 The full per certificated b days;] and

ue to sickness or injury must be ctitioner, [where it exceeds seven

- 8.8.3 Within <<e.g writing how and the amo notification n

urn to work, you must confirm in as affected by sickness or injury take at another time. This written job title>>.

## 9. Other paid leave

- 9.1 Any maternity, pat bereavement leave rate of pay>>.

arental or parental e.g. the statutory rate/ your normal

- 9.2 [The Company also leave>>.]

ls of other paid non-statutory

- 9.3 Please see the Con

or further information.

## 10. Training

- 10.1 You will be required e.g. health and safe

ng training in respect of: << state

- 10.2 You may be require discretion and will b training.

training at the Company's e of pay for any compulsory

- 10.3 You will not be paid

wing training: <<give details>>.

## 11. Sickness Absence

- 11.1 In the event of you should contact <<s of the absence to in the Company as so return to work.

n you or someone on your behalf earliest opportunity on the first day on for absence. You must inform ange in the date of your expected

11.2 A self-certification form will be provided for absences of up to seven days. The form will

11.3 For periods of sickness of more than seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate. You must provide a new Fit Note / Medical Certificate periodically as required by the Company.

11.4 **EITHER - When the Company has a company sick pay scheme, you have the right to sick pay; employee will only receive SSP unless the Company has a company sick pay scheme.**

[If you are absent for seven consecutive days or more because of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP) provided that you have met the requirements above. If the Company has a company sick pay scheme the 'qualifying days' are <<state days>>. There is no contractual right to payment in respect of sickness or incapacity. Any such payments will be in accordance with the Company's policy.]

**OR - When the Company does not have a company sick pay scheme, use this clause:-**

[If you are absent for seven consecutive days or more because of sickness or incapacity, and you have complied with the requirements above, you are entitled to Company sick pay, for up to a maximum of << >> days. Company sick pay is equal to <<state>> of your normal basic salary in accordance with the Company's policy.]

11.5 The Company has the right to record absence levels and reasons for absences. Such information will be held confidentially.

11.6 The Company may require you to undergo a medical examination by a medical practitioner nominated by the Company for your employment, and you agree to authorise such medical examination. The results of the examination may be disclosed to the Company. The Company will not require a medical examination. Such an examination will only be required where it is reasonable to do so.

## 12. Non-compulsory retirement

The Company does not operate a compulsory retirement policy. However, you will not be compulsorily retired on reaching a certain age and therefore you will not be compulsorily retired on reaching a certain age. However, you can choose to retire voluntarily at any time, provided you give the required period of notice to terminate your employment.

## 13. Mobility

You may be required to travel or work anywhere in the UK.

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**14. Maternity and Paternity Rights**

The Company will comply with maternity and paternity rights and rights policies in this regard are a

ons with respect to maternity and or dependants. The Company's <<specify job title>>.

**15. Pension**

[The designated pension where e.g. Staff handbook will make a contribution to <<state %>> of your salary]

Details can be found in <<State specify job title>>.[The Company salary. You may contribute up

**OR**

[If you are eligible, the Company will contribute to a pension scheme in accordance with the Company's obligations.]

you into a pension scheme, in accordance with the Company's obligations.

Full details of the scheme, including the minimum contribution level, will be provided to you if you do not want to join the scheme, you agree to the worker pension contribution.

When you are enrolled, including the minimum contribution level, you agree to make and your right to opt out of the scheme, you agree to the worker pension contribution.

The scheme is subject to the Company's discretion. The Company may replace the scheme at any time.

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**16. Collective Agreements**

[There are no collective agreements in place for your employment.]

for employment.]

**OR**

[Your employment is subject to the <<specify relevant collective agreement>>.]

collective agreement <<specify relevant collective agreement>>.]

**17. Grievance Procedure**

The formal Grievance Procedure is set out in the attached Grievance Policy and Procedure. This policy does not form part of your conditions of employment.

request from <<specify job title>>. This policy does not form part of your conditions of employment.

**18. Disciplinary Procedure**

The disciplinary rules apply to all staff. The disciplinary Policy and Procedure are set out in the attached Disciplinary Policy and Procedure. This policy does not form part of your terms and conditions of employment.

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**19. [Staff Handbook and Employment Policies]**

All Staff have a duty to adhere to the Company's policies, including but not limited to the Health and Safety, Fire Safety, and Sickness and Absence policies.

other policies from time to time in the Staff Handbook and Employment Policies. This policy does not form part of your terms and conditions of employment.

**20. Termination of employment**

20.1 During the <<specify notice period>> period the notice required by either

period the notice required by either

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- party to this Contract.
- 20.2 After the successful completion of the probationary period, your employment may be ended by the Company will give you written notice of termination. If you have completed continuous service of less than one year, the Company will give you one month's written notice. If you have completed one year of service up to and including three years, the Company will give you two months' written notice. If you have completed more than three years' continuous service, the Company will give you three months' written notice.
- 20.3 We reserve the right to terminate your employment without notice.
- 20.4 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment or in the event of acts or acts of gross misconduct by you.

*[OR (this option reserved for employees with continuous service period provided by law)]*

- 20.1 Your contract of employment shall be ended by written notice as follows:

#### **Notice to be given by the Employer**

##### **Length of continuous service**

From one month up to two years

From two years to 12 years

12 or more years

#### **Notice to be given to the Employer**

##### **Length of continuous service**

Less than one month

One month onwards

20.2 We reserve the right to terminate your employment without notice.

20.3 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment or in the event of acts or acts of gross misconduct by you.]

## **21. Data Protection**

The Company is required to protect your personal data and what we do with that data. We will take all reasonable steps to secure your personal data and to ensure that we comply with all relevant data protection legislation.

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employment will be one week.

probationary period, your employment may be ended by the Company will give you one month's written notice. The Company will give you two months' written notice and after four years' continuous service, the Company will give you three months' written notice for each additional complete year of service up to and including three years.

We reserve the right to terminate your employment without notice.

Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment or in the event of acts or acts of gross misconduct by you.

*[OR (this option reserved for employees with continuous service period provided by law)]*

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One month onwards

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The Company is required to protect your personal data that we collect about you and what we do with that data. We will take all reasonable steps to secure your personal data and to ensure that we comply with all relevant data protection legislation.



[Company's data protection

ce from time to time in force.

**22. Changes to Terms and Conditions**

The Company may amend the terms and conditions in this document [[<<and in the Employee Manual>>](#)] and any such change will be notified to you personally and generally applied, by notice.

**23. Severability**

The various provisions of these Particulars of Employment are severable, and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction the unenforceability shall not affect the validity or enforceability of the remaining or identifiable parts.

**24. Governing Law and Jurisdiction**

These Particulars of Employment shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to the same shall be subject to the exclusive jurisdiction of the English Courts.

Issued for and on behalf of <<Company>>

Signed: .....

Date:

**Employee**

I hereby warrant and confirm that I have read and understood the terms and conditions, or in any other way, of my previous employment with the Company or performing any of the duties of my previous employment with the Company or above. I accept the terms of this Agreement.

Signed: .....

Date:

<<Name of Employee>>