

<<Company Name>>

Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms and conditions of employment which govern your service with the Company. [Your service with the Company is also subject to the terms contained in the letter offering you employment (“the Offer Letter”). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in the Offer Letter will prevail, except where expressly stated to the contrary.]

TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

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

IT IS AGREED as follows:

1. General

The following terms and conditions are given to you in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002 and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.

2. Duties and Job Title

You are employed as a <<Job/Position Description>>. You will be responsible to <<specify name and title of immediate superior>>. Details of your duties are available in [\[your Job Description\]](#).

3. Date of Commencement

3.1 Your period of employment with us begins on <<Date>> and runs until <<Date>>.

3.2 [\[No employment with a previous employer counts as part of your period of employment.\]](#)

OR

[\[Your employment with <<name of previous employer>> which began on <<Date>> will count as part of your period of employment with us.\]](#)

3.3 In accepting your appointment it shall be deemed that you have accepted all the terms and conditions set out in this Contract.

3.4 This Contract of Employment annuls any previous agreement whether verbal or written given to you at any time.

3.5 The first <<number>> months of your employment will be a probationary period during which your performance will be assessed. The probationary period may be extended at the Company’s discretion. During the probationary period, the full disciplinary and grievance procedure will not apply.

During the << >> months probationary period the notice required by either party to this Contract to terminate your employment will be one week.

3.6 Your employment with the Company is subject to a satisfactory risk assessment that the Company must carry out before the date of commencement.

4. Hours of work

- 4.1 Your normal working hours will be <<Time>> to <<Time>>, [Monday to Friday] [5 days a week]. You are required to work on either Saturday or Sunday and you must ensure that you receive at least one uninterrupted rest period in every 7 days.
- 4.2 Your daily work schedule will not exceed 8 hours a day or 40 hours per week. You will be entitled to at least <<30 minutes or more>> after you have worked for <<half hours or less>> on any day.
- 4.3 It may be necessary for you to work long hours to suit the needs of the Company. This will be at the Company's discretion although the Company will endeavour to give you at <<1 week's>> notice in advance of any changes.
- 4.4 The Company will compensate you for hours you work to more than 8 hours per day or 40 per week.
- 4.4.1 it is necessary for the Company's business;
- 4.4.2 There is no alternative work;
- 4.4.3 The work does not involve training;
- 4.4.4 You are supplied with protective clothing (if necessary for protection); and
- 4.4.5 You are allowed appropriate compensation.
- 4.5 In the event that the Company requires you to work at night you will not be required to work between [6am or 11pm and 7am] Prior to your commencing work at night, the Company must offer you a free assessment of your health and safety.
- 4.6 In the event that the Company requires you to work at night you will not be required to work <<any 24 hour period>>.
- 4.7 In the event that you are required to work at night whilst still in the Company's employment your hours will be as follows: <<insert terms>>.

5. Place of work

Your normal place of work is <<insert details>>.

6. Remuneration

- 6.1 Your rate of pay is <<insert details>> per hour, which is not less than the minimum wage for appropriate age group >> per hour.
- 6.2 You will be paid [monthly] on the last day of the [calendar month] [working week].
- 6.3 [Your normal rate of pay will be <<insert details>> <<after 6 months>> entirely at the Company's discretion].
- 6.4 In the event that you are required to work at night whilst still in the Company's employment your hours will be as follows: <<state hourly rate for appropriate age group >>.

7. **Collective agreements**

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

OR

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

8. **Holidays**

8.1 [You are entitled to <<specify number>> working days holiday in each complete calendar year, including statutory and public holidays, pro rata in accordance with <<specify relevant agreement or rota>>. All statutory and public holidays on which you are not required to work must be taken as holiday within this entitlement.]

OR

[You are entitled to <<specify number>> working days holiday in each complete calendar year, including statutory and public holidays, pro rata in accordance with <<specify relevant agreement or rota>>. This entitlement provides for all statutory and public holidays on which you may be required to work according to << e.g. rota >>.]

8.2 The holiday year commences on <<specify date>> and finishes on <<specify date>> each year.

8.3 If your employment terminates part way through the holiday year, your holiday entitlement will be calculated accordingly.

8.4 If, on termination of employment,

8.4.1 you have exhausted your holiday entitlement, the Company will deduct any holiday taken in excess of your entitlement from the basis of <<specify relevant agreement or rota>>. The Company may make a deduction from the payment of any bonus or commission payable to you.

8.4.2 you have not exhausted your holiday entitlement, the Company may, at its discretion, require you to take holiday during your notice period or to carry forward any untaken holiday entitlement.

8.5 Holidays must be taken with the approval of the Company. You must obtain the approval of <<specify job title>>. You will not be allowed to take more than <<specify number>> weeks at any one time, save at the discretion of the Company. You must request holidays until your request for approval has been refused.

8.6 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be allowed to carry forward up to << 5 >> days untaken holiday to the following holiday year. This applies for one year only, and any untaken holiday will lapse at the end of the subsequent holiday year.

8.7 If you are sick or on long-term leave, the Company will allow you to transfer any untaken holiday to a later date. This is strictly subject to the approval of the Company.

- 8.7.1 You must contact your line manager <<specify job title>> in person and by telephone (if possible) as soon as you know that your holiday will be affected by sickness or injury.
- 8.7.2 The full period of absence due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and
- 8.7.3 Within <<e.g. 3 days>> of returning to work, you must confirm in writing how your absence was affected by sickness or injury and the amount of time you will be able to take at another time. This written confirmation must be signed by you (or your job title)>>.

9. Sickness Absence

- 9.1 In the event of your absence, you should contact <<specify job title>> at the earliest opportunity on the first day of the absence to inform them of the reason for absence. You must inform them of any change in the date of your expected return to work.
- 9.2 A self-certification form is required for absences of up to seven days. The form will be sent to you by email.
- 9.3 For periods of sickness absence of more than seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') to the Company as soon as you return to work. A new Fit Note / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') must be provided periodically as required by the Company.
- 9.4 **EITHER - When the employee is entitled to sick pay; employee will only receive SSP if they are not entitled to company sick pay.**
- [If you are absent for a period of more than seven consecutive days, including weekends, you are entitled to company sick pay, provided that you have met the requirements above. The 'qualifying period' for company sick pay is <<state days>>. There is no contractual right to payment in respect of company sick pay. Any such payments are at the discretion of the Company.]
- OR – When the company sick pay scheme, use this clause:-**
- [If you are absent for a period of more than seven consecutive days, including weekends, you are entitled to company sick pay, for up to a maximum of << >> days. Company sick pay is equal to your normal basic salary. You will not receive Statutory Sick Pay in accordance with the Company's policy.]
- 9.5 The Company has the right to monitor and record absence levels and reasons for absences. Such information is confidential.
- 9.6 The Company may require you to go a medical examination by a

medical practitioner
you agree to author
detailing the results
the Company. The
Such an examinatio
reasonable to do so

any stage of your employment, and
itioner to prepare a medical report
ch you agree may be disclosed to
cost of such medical examination.
ted by the Company where it is

10. **Maternity and Paternity R**

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

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

11. **Non – Compulsory Retire**

The Company does not op
compulsorily retired on rea
retire voluntarily at any time
notice of termination of you

t age and so you will not be
however, you can choose to
Company the required period of

12. **Pension**

EITHER

[There are no pension arra

our employment.]

OR

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

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

OR

[If you are eligible, the C
accordance with the Comp

you into a pension scheme, in
ment obligations.

Full details of the schem
minimum contribution level
if you do not want to join th
worker pension contribution

n you are enrolled, including the
to make and your right to opt out
ating in the scheme, you agree to
our salary.

The scheme is subject to
Company may replace the

ended from time to time, and the
nsion scheme at any time.]

13. **Mobility**

You may be required to tra

s anywhere in the UK.

14. **Confidentiality**

You will not at any time eit

ent or afterwards use or divulge to

any person, firm or company in the course of your employment by the Company, details of which are in the public domain.

course of your duties during your employment. Information identifying or relating to the Company or its domain.

15. **Grievance Procedure**

The formal grievance procedure applies to all staff on request from <<specify job title>>. This policy does not apply to the following:

on request from <<specify job title>>. This policy does not apply to the following:

16. **Disciplinary Procedure**

The disciplinary rules apply to all staff. The Disciplinary Rules and Procedure are set out in the attached Disciplinary Rules and Procedure. These do not form part of your terms and conditions of employment.

are set out in the attached Disciplinary Rules and Procedure. These do not form part of your terms and conditions of employment.

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

All Staff have a duty to adhere to the Staff Handbook and Employment Policies, including but not excluding the Health and Safety, Fire Safety, and Absence and Sickness Policies.

other policies from time to time in the Staff Handbook and Employment Policies, including but not excluding the Health and Safety, Fire Safety, and Absence and Sickness Policies.]

18. **Termination of employment**

18.1 Your contract of employment is terminated by written notice as follows:

by written notice as follows:

Notice to be given to the Employer

Length of continuous service	Period of notice
From 1 month up to 2 years	One week
From 2 years up to 12 years	One additional week for each year of employment in excess of two years
12 or more years	Two weeks

Notice to be given to the Employee

Length of continuous service	Period of notice
Less than one month	One week
One month onwards	Two weeks

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

option to pay you salary in lieu of notice.

18.3 Nothing in this Contract shall prevent the Company from terminating your employment without notice.

from terminating your employment without notice.

summarily or otherwise
of your employment
you.

serious breach by you of the terms
act or acts of gross misconduct by

19. **Data Protection**

The Company is required to
and what we do with that
secure your personal data
relevant data protection law
[Company's data protection

personal data that we collect about you
how we use, store, transfer and
shall at all times comply with all
conditions imposed on you under the
in force from time to time in force.

20. **Changes to Terms and Conditions**

The Company may amend
such change will be notified
notice.

terms and conditions and any
including or, when generally applied, by

21. **Severability**

The various provisions of
identifiable part thereof is
competent jurisdiction the
validity or enforceability of

severable, and if any provision or
unenforceable by any court of
enforceability shall not affect the
or identifiable parts.

22. **Governing Law and Jurisdiction**

These Terms and Conditions
the laws of England and Wales

and construed in accordance with

Issued for and on behalf of <<Company>>

Signed:

Date:

Employee

I hereby warrant and confirm that
conditions, or in any other way
performing any of the duties of my
Agreement.

previous employment terms and
employment with the Company or
above. I accept the terms of this

Signed:

<<Name of Employee>>

Date: