

<<Company Name>>

## Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms of employment which govern your service with the Company. Your employment 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 this document, the terms in the Offer Letter shall prevail except where expressly stated to the contrary.

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## TERMS AND CONDITIONS

### BETWEEN

(1) <<Name of Company>> a company registered 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 Working Time Regulations 1998, the Employment Act 2002, and Working Time (Amendment) Regulations 2003, and any other legislation enacted at the relevant time.

#### 2. Duties and Job Title

You are employed as a << >>. You will be responsible to <<specify name and title of >>.

#### 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 << >> prior to <<Full Date>> counts as part of your period of continuous employment with us.]

**OR**

[Your employment with <<us employer>> which began on <<Full Date>> counts as part of your period of employment with us.]

3.3 In accepting your employment, you are deemed that you have accepted all the terms and conditions of this contract.

3.4 This Contract of Employment is the entire agreement between us and you, superseding any previous agreement whether verbal or written given to you.

3.5 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 period, your performance will be reviewed and if found satisfactory, your employment will be confirmed.

#### 4. Hours of work

4.1 Your normal working hours shall be << >> am and << >> pm, Monday to Friday, << >> hours for lunch [which must be taken between << >> and << >>].

4.2 In certain circumstances, you may be required to adjust or exceed the hours of work in order to ensure the business of <<us employer>> in accordance with the terms of the contract.

4.3 [You will be paid in accordance with the terms of the contract.]

requirements of such basis: <<specify terms>>.]

**5. Place of work**

- 5.1 Your normal place of work is <<state address>>.
- 5.2 [You may be required to travel to the UK [and overseas] on the Company's business.]

**6. [Work outside the UK]**

- 6.1 You are required to work <<state e.g. state country and duration>>.
- 6.2 You will be paid <<state>>.
- 6.3 You will also receive <<state additional payments and benefits>>].

**7. Remuneration and Benefits**

- 7.1 You will be paid <<state>> by credit transfer to your bank account in arrears <<state>> gross per month.
- 7.2 Your salary will be <<state>>ly at our discretion.
- 7.3 [You will be entitled to <<state>> health insurance/ permanent health insurance/details of <<state>>].
- 7.4 Your entitlement to <<state>> commence <<state e.g. on your first day OR after the start of your probationary period>>.
- 7.5 The organisation <<state>> to remove your entitlement to these benefits at a <<state>>.

**8. Collective agreements**

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

**OR**

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

**9. Holidays**

- 9.1 [You are entitled to <<state>> working days holiday in each complete calendar year <<state>> statutory and public holidays. All <<state>> taken as holiday within this entitlement.]
- OR**
- [You are entitled to <<state>> working days holiday in each complete calendar year <<state>> statutory and public holidays. This <<state>> public holidays which you may be <<state>> needs, staff rota>>].]
- 9.2 [During the first year of employment with us the amount of holiday you are able to take at <<state>> is limited to that which you are deemed to have accrued. From <<state>> you will accrue holiday entitlement monthly <<state>>].]

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in advance at the  
service from your

- 9.3 [In each subsequent  
your annual entitlement  
limited to taking leave  
following sub-Clause  
with <<specify name  
be obtained before  
alternative positive

- 9.4 The holiday year is  
take your holidays  
unused holiday entitlement  
express written confirmation  
for any unused holiday

- 9.5 You may not take  
out of your entitlement

- 9.6 If you leave our  
will, in addition to  
sum representing  
outstanding. If you  
accumulated holiday  
equivalent to wages  
any final payment  
pay for these purposes

- 9.7 [Payments in lieu  
statutory holiday  
Company.]

## 10. Other paid leave

- 10.1 Any maternity, paternity  
leave will be paid at  
pay>>.

- 10.2 [The Company also  
leave>>.]

- 10.3 Please see the Company

## 11. Training

- 11.1 You will be required  
e.g. health and safety

- 11.2 You may be required  
discretion and will  
training.

- 11.3 You will not be paid

## 12. Sickness Absence

- 12.1 In the event of your  
behalf should complete  
the first day of the

- 12.2 If the absence is

annual entitlement for each month of

holidays on the basis of 1/52<sup>nd</sup> of  
the week worked and will not be  
This entitlement is subject to the  
shall be taken at times to be agreed  
<<superior>>. Such agreement is to  
yourself to bookings or any other

<< >> to << >> and you should  
will not be permitted to carry over  
ing holiday year except with the  
You will not be entitled to payment

< >> working days consecutively  
written consent of the Company.

standing holiday entitlement, you  
ch you may be entitled, be paid a  
er of days holiday entitlement  
ent having taken more than the  
current holiday year then a sum  
oliday taken will be deducted from  
will be paid to you. A day's holiday  
r annual basic pay.

of holiday leave exceeding the  
de solely at the discretion of the

parental or parental bereavement  
tory rate/ your normal rate of

details of other paid non-statutory

for further information.

ing training in respect of: << state

tional training at the Company's  
al rate of pay for any compulsory

owing training: <<give details>>.

r reason you or someone on your  
d title of immediate superior>> on  
er of the reason for your absence.

ertificate form should be completed

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within 7 days from the date of the absence. The form will be supplied to you.

the period of absence. The form

12.3 A medical certificate must be handed in to the Company as to the reason for the absence. <<relevant name and title>> if you are absent for any period of 7 days or more. [A new medical certificate should be submitted for each period of absence required by the Company].

as to the reason for the absence <<relevant name and title>> if you are absent for any period of 7 days or more. [A new medical certificate should be submitted for each period of absence required by the Company].

12.4 For the purposes of the Company's sick pay scheme the agreed 'qualifying days' are Monday to Friday.

pay scheme the agreed 'qualifying days' are Monday to Friday.

12.5 [There is no continuity of employment due to sickness or injury for the purposes of the Company.]

in respect of periods of absence due to sickness or injury. Payments are at the discretion of the Company.

OR

[Provided you continue to be employed and paid your normal basic salary, the sick pay paid>> in total in any one year shall not exceed the agreed maximum.

sick pay requirements you will be paid your normal basic salary for the agreed number of days for which sick pay will be paid.

12.6 The Company has no obligation to investigate reasons for absence.

and record absence levels and reasons for absence. All records shall be held confidential.

### 13. Maternity and Paternity Rights

The Company will comply with all statutory maternity and paternity rights and rights of return to work. The Company's policies in this regard apply to all employees of the department>>.

with respect to maternity and paternity rights and rights of return to work. The Company's policies in this regard apply to all employees of the department>>.

### 14. Pension

[The designated pension scheme is <<State specify job title>> 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 will make a contribution to <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

OR

[If you are eligible, the Company will enrol you into 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, can be found in the Staff Handbook. If you do not want to join the scheme, you agree to contribute the minimum contribution level to the worker pension contribution.

When you are enrolled, including the minimum contribution level, can be found in the Staff Handbook. If you do not want to join the scheme, you agree to contribute the minimum contribution level to the worker pension contribution.

The scheme is subject to change and the Company may replace the scheme at any time.

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### 15. Retirement

The Company does not operate a compulsory retirement scheme. You may retire voluntarily at any time, provided you have completed the required period of notice to terminate your employment.

at age and therefore you will not be eligible for a pension. However, you can choose to retire voluntarily at any time, provided you have completed the required period of notice to terminate your employment.

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**22. Lay-Off & Short-Time Work**

22.1 The Company has the right to lay-off and/or place you on short-time working for period <<Specify>> [e.g. up to 3 weeks at a time>>] OR [Indefinitely\*\*].

22.2 [You will not be paid during the period in which you are laid off; however, this does not affect your statutory guarantee pay if you qualify].

**OR**

[During the period in which the Company will pay you at your normal working hours.]

**OR**

[During the period in which the Company will pay you at a reduced daily rate of <<Specify>>].

**23. Governing Law**

These Particulars of Employment shall be governed by and construed in accordance with the laws of England and Wales.

Issued for and on behalf of <<Company Name>>

Signed: .....

Date:

**Employee**

I hereby warrant and confirm that I am an employee of the Company and I accept the previous employment terms and conditions, or in any other way, of my employment with the Company or performing any of the duties of my employment with the Company as set out above. I accept the term of this Agreement.

Signed: .....

Date:

<<Name of Employee>>

\*\*please note that when a lay-off / short-time working occurs for an indefinite period, the employee will be entitled to make a claim for redundancy pay after either four consecutive weeks or six weeks of short-time working. Please see Company Policy for further information. **(FOR REFERENCE ONLY - PLEASE DELETE THIS FROM CONTRACT)**