

<<Company Name>>

Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms of service with the Company. Your employment is also subject to the terms contained in the letter offering you the job (referred to as the "Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.

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 the job (referred to as the "Offer Letter"). 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 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 apply to you in accordance with the terms of the Employment Rights Act 1996, the Employment Rights Act 2002 and Working Time Regulations (Amendment) Regulations 2009, as amended or replaced or otherwise enacted at the relevant time.

2. Duties and Job Title

You are employed as a << >>. You will be responsible to << >>. Details of your duties are available in [the staff handbook].

3. Date of Commencement/Probationary Period of Employment

- 3.1 Your period of continuous employment with us begins on <<Full Date>>.
- 3.2 [No employment with us prior to << >> counts as part of your period of continuous employment with us.]
- OR
- [Your employment with us as an employee of <<us employer>> which began on << >> counts as part of your period of employment with us.]
- 3.3 In accepting your appointment, 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, whether previous agreement whether verbal or written given to you.
- 3.5 The first <<e.g. 3 months>> period of 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 your employment will be confirmed.

4. Hours of Work

- 4.1 Your normal working hours will be determined as per << eg. staff handbook >>, which will apply from the commencement of and at intervals during your employment.
- 4.2 Your daily work schedule will not regularly exceed an average of eight hours per day (averaged over that period) with one or two thirty minute breaks.

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4.3 In certain circumstances you may be required to adjust or exceed the hours in order to ensure that your work is in accordance with the terms of the Employment are provided.

to adjust or exceed the hours in accordance with the terms of the

4.4 [You will be paid for any hours worked in accordance with the requirements of sub-clause 4.2 or any other applicable specification terms>>.]

accordance with the requirements specify terms>>.]

5. Place of Work

Your normal place of work will be the premises at <<address>> but you may from time to time be required to work inside and outside the United Kingdom at such other place within the United Kingdom as the Company may reasonably request from time to time.

premises at <<address>> but you may from time to time be required to work inside and outside the United Kingdom at such other place within the United Kingdom as the Company may reasonably request from time to time.

6. [Work outside the UK]

6.1 You are required to work outside the UK (e.g. state country and duration>>).

(e.g. state country and duration>>).

6.2 You will be paid <<specify rate>>.

6.3 You will also receive <<specify additional payments and benefits>>.]

additional payments and benefits>>.]

7. Remuneration and Benefits

7.1 You will be paid <<specify rate>> in arrears at the rate of <<specify>> per month.

credit transfer to your bank account <<specify account details>> for your worked.

7.2 Your salary will be reviewed annually at our discretion.

annually at our discretion.

7.3 [You will be entitled to <<specify insurance/permanent health benefits>>.]

insurance/ permanent health benefits>>.]

7.4 Your entitlement to <<specify benefits>> OR after the satisfactory completion of your probationary period>>.

entitlement to <<specify benefits>> OR after the satisfactory completion of your probationary period>>.

7.5 The organisation reserves the right to vary your entitlement to <<specify benefits>> at any time.

your entitlement to <<specify benefits>> at any time.

8. Collective agreements

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

for your employment.]

OR

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

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

9. No Smoking Policy

You are required to adhere to the Company's no smoking policy on the premises at all times whilst on duty. Details of the policy are available in the staff handbook.

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10. Holidays

10.1 You are entitled to <<specify number>> working days holiday in each complete calendar year <<specify>> and public holidays, pro rata in

> working days holiday in each complete calendar year <<specify>> and public holidays, pro rata in

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accordance with << taken as holiday with

tutory and public holidays must be

[OR]

You are entitled to complete calendar accordance with << and public holidays staff rota >> referred

> working days holiday in each y and public holidays, pro rata in entitlement provides for all statutory required to work according to << e.g. ove.

10.2 [During the first ye are able to take at a have accrued. For t advance at the rat service from your st

with us the amount of holiday you d to that which you are deemed to re holiday entitlement monthly in al entitlement for each month of

10.3 [In each subsequ 1/52nd of your annu be limited to taking following sub-claus with <<specify nam be obtained before alternative positive

accrue holidays on the basis of omplete week worked and will not This entitlement is subject to the all be taken at times to be agreed superior>>. Such agreement is to ourself to bookings or any other

10.4 You will be paid fo normal hourly rate f << >>hours) that y immediately preced

thorised by the Company at your of hours (subject to a maximum of the << for example 17 >> weeks

10.5 The holiday year is take your holidays unused holiday en express written cor for any unused holi

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

10.6 You may not take s out of your entitleme

>> working days consecutively en consent of the Company.

10.7 If you leave our em in addition to any o representing salary you leave our emp entitlement for the d additional holiday t the balance will be calculated as laid o

nding holiday entitlement, you will, u may be entitled, be paid a sum holiday entitlement outstanding. If ore than the accumulated holiday a sum equivalent to wages for the om any final payment to you and day pay for these purposes will be

10.8 [Payments in lieu of holiday entitlement

iday leave exceeding the statutory he discretion of the Company.]

11. Other paid leave

11.1 Any maternity, pate bereavement leave rate of pay>>.

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

11.2 [The Company also leave>>.]

ls of other paid non-statutory

11.3 Please see the Con

or further information.

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Full details of the scheme, including the minimum contribution level, if you do not want to join the worker pension contribution

When you are enrolled, including the minimum contribution level to make and your right to opt out. If you are contributing in the scheme, you agree to pay your salary.

The scheme is subject to the Company's pension scheme at any time.]

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16. Retirement

The Company does not opt to compulsorily retire you on reaching a certain age. You may retire voluntarily at any time, please terminate your employment

at age and therefore you will not be compulsorily retired. However, you can choose to retire at any time, please terminate your employment with the required period of notice to

17. Mobility

You may be required to travel

anywhere in the UK.

18. Grievance Procedure

The formal Grievance Procedure is set out in the attached document. If you have a grievance, please contact the relevant department>>.

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19. Disciplinary Procedure

The disciplinary rules apply to all employees. The disciplinary rules and procedures are set out in the attached document.

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20. Staff Handbook and Employment Policies

All Staff have a duty to adhere to the Staff Handbook and other policies, including but not limited to Health and Safety, Fire Safety, Hygiene, Sickness and Absence, and Equalities Policies.

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21. Data Protection

The Company is required to protect your personal data and what we do with that data. We will secure your personal data and what we do with that data in accordance with relevant data protection legislation. [Company's data protection policy]

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22. Termination of Employment

22.1 During the << >> period of notice, we reserve the right to terminate your employment if you do not meet the required standards.

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22.2 If your employment is terminated, you will be entitled to a notice period. The notice period will be the greater of the notice period required by either of us to terminate your employment.

22.2 If your employment is terminated, you will be entitled to a notice period. The notice period will be the greater of the notice period required by either of us to terminate your employment.

22.2.1 One month's notice if you have been continuously employed for up to 2 years; and three months' notice if you have been continuously employed for more than 2 years.

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22.2.2 One week's completed year of employment from 2

12 weeks notice.

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

option to pay you salary in lieu of notice.

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

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23. Governing Law

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

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

Signed:

Date:

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Employee

I hereby warrant and confirm that I have not been employed by any other person or company performing any of the duties of my current position with the Company or above. I accept the terms of this Agreement.

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Signed:

Date:

<<Name of Employee>>

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