

<<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, 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 shall 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 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/Continuity 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, whether verbal or written given to you.
- 3.5 The first <<e.g. 3 months>> period 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.

### 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 during your employment.
- 4.2 Your daily work schedule will be an average of eight hours per day (averaged over 17 weeks) with two thirty minute breaks over that period.

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4.3 In certain circumstances you may be required to work overtime in order to ensure the smooth running of the Business. Overtime hours in excess of those specified in the Employment are provided for in clause 4.4.

you may be required to adjust or exceed the hours in accordance with the terms of the

4.4 [You will be paid for overtime in accordance with the requirements of sub-clause 4.2 or as specified in the relevant specification of terms>>.]

in accordance with the requirements of sub-clause 4.2 or as specified in the relevant specification of 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 at other premises inside and outside the United Kingdom and at such other place within the United Kingdom at the request of the Company from time to time.

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

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

6.1 You are required to work at <<state country and duration>>.

<<state country and duration>>.

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

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

<<specify additional payments and benefits>>.]

**7. Remuneration and Benefits**

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

credit transfer to your bank account <<specify terms>> per month.

7.2 Your salary will be paid <<specify terms>> at our discretion.

<<specify terms>> at our discretion.

7.3 [You will be entitled to <<specify insurance/details of benefits>>.]

<<specify insurance/details of benefits>>.]

7.4 Your entitlement to <<specify terms>> OR after the satisfactory completion of a probationary period <<specify terms>>.]

<<specify terms>> OR after the satisfactory completion of a probationary period <<specify terms>>.]

7.5 The organisation reserves the right to <<specify terms>> your entitlement to <<specify terms>>.]

<<specify terms>> your entitlement to <<specify terms>>.]

**8. Collective Agreements**

[There are no collective agreements in force at the time of your employment.] OR [Your employment is subject to a collective agreement <<specify relevant agreement>>.]

[There are no collective agreements in force at the time of your employment.]

**9. No Smoking Policy**

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

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**10. Holidays**

10.1 You are entitled to > complete calendar > and public holidays > within this entitlement.

[OR]

You are entitled to > complete calendar > entitlement provide > required to work ac > above.

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

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

10.4 The holiday year is > take your holidays > unused holiday en > express written con > for any unused holi

10.5 You may not take > out of your entitlem

10.6 If you leave our em > in addition to any o > representing salary > you leave our emp > entitlement for the o > additional holiday t > the balance will be > 1/365 of your annua

10.7 [Payments in lieu of > holiday entitlement

**11. Other paid leave**

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

11.2 [The Company also > leave>>.]

11.3 Please see the Con

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> working days holiday in each > and public holidays. All statutory > within this entitlement.

> working days holiday in each > tutory and public holidays. This > public holidays which you may be > a >> referred to at Sub-clause 4.1

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

accrue holidays on the basis of > complete 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

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

>> working days consecutively > en consent of the Company.

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

oliday leave exceeding the statutory > he discretion of the Company.]

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

ls of other paid non-statutory

or further information.

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**12. Training**

- 12.1 You will be required to undergo training in respect of: << state e.g. health and safety >>
- 12.2 You may be required to undergo training at the Company's discretion and will be entitled to receive the same rate of pay for any compulsory training.
- 12.3 You will not be paid for any compulsory training: <<give details>>.

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**13. Sickness Absence**

- 13.1 In the event of your absence for any reason you or someone on your behalf should contact your line manager (or the title of immediate superior>> on the first day of the absence to provide the reason for your absence.
- 13.2 If the absence is due to sickness a medical certificate form should be completed and returned to the Company within 7 days from the end of the period of absence. The form will be supplied to you.
- 13.3 A medical certificate must be handed to the Company as to the reason for the absence as soon as possible (with your relevant name and title>> if you are absent for any period of 3 or more days or more. [A new medical certificate should be provided if required by the Company].
- 13.4 For the purposes of the sick pay scheme the agreed 'qualifying days' are Monday to Friday.
- 13.5 [There is no contractual obligation to pay sick pay in respect of periods of absence due to sickness or incapacity. Payments are at the discretion of the Company.]

OR

[Provided you comply with the sick pay requirements you will be entitled to receive the agreed rate of days for which sick pay will be paid>> in total in any period of absence.]

- 13.6 The Company has the right to record absence levels and reasons for absences, such as sickness, which are confidential.

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**14. Maternity and Paternity Rights**

The Company will comply with the relevant statutory provisions with respect to maternity and paternity rights and rights of dependants. The Company's policies in this regard are set out in the handbook (or department) from <<relevant name and/or department>>.

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**15. Pension**

[The designated pension scheme is <<state name>> where e.g. Staff handbook details can be found in <<State name>> specify job title>>]. [The Company will make a contribution to <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

OR

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

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

Full details of the scheme, including the minimum contribution level, are available on request. If you do not want to join the scheme, you agree to make your own worker pension contribution.

When you are enrolled, including the minimum contribution level, are available on request. If you do not want to join the scheme, you agree to make your own worker pension contribution.

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

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**16. Retirement**

The Company does not require you to retire compulsorily on reaching a certain age. You may retire voluntarily at any time, provided you give the required period of notice to terminate your employment.

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

**17. Mobility**

You may be required to travel to any location anywhere in the UK.

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**18. Grievance procedures**

The formal grievance procedure is set out in the attached Grievance Procedure and/or department>>.

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**19. Disciplinary procedures**

The disciplinary rules apply to all staff. The disciplinary rules and procedures are set out in the attached Disciplinary Rules and Procedures.

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**20. Staff Handbook and Employment Policies**

All Staff have a duty to adhere to the Staff Handbook and Employment Policies, including but not excluding Health and Safety, Hygiene, Sickness and Absence 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 provide the notice required by either of us to terminate your employment.

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22.2 If your employer terminates your employment, we reserve the right to terminate your employment if you do not provide the notice required by either of us to terminate your employment.

22.2 If your employer terminates your employment, we reserve the right to terminate your employment if you do not provide the notice required by either of us to terminate your employment.

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22.2.1 One month to 2 years

been continuously employed for up

22.2.2 One week completed

completed year of employment from 2 of 12 weeks' notice.

22.3 We reserve the right to pay you salary in lieu of notice.

option to pay you salary in lieu of

22.4 Nothing in this Contract shall summarily or otherwise terminate your employment if you are dismissed for gross misconduct by you.

from terminating your employment for serious breach by you of the terms of contract or acts of gross misconduct by

**23. Governing Law**

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

shall be governed by and construed in accordance

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

Signed: .....

Date:

**Employee**

I hereby warrant and confirm that I have read and understand the terms and conditions, or in any other way applicable to my employment with the Company or performing any of the duties of my employment under this Agreement.

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

Signed: .....

Date:

<<Name of Employee>>

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