

<<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 position (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 registered office 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

- 2.1 You are employed by << >>. You will be responsible to << >> for the performance of the duties and obligations of the <<specify job title>> position.
- 2.2 In your job position you shall be required to perform such duties and obligations as are assigned to you by the Company which are reasonable and consistent with that of other employees in similar positions. The Company may from time to time require you to perform duties or to take on different or additional duties, hereinafter referred to as “assigned duties” which you cannot reasonably perform.

### 3. Fixed Term

- 3.1 [This Contract is for a fixed term of <<number of months/years >> from the Date of Commencement of this Contract.]
- OR
- [This Contract is for a fixed term of <<specify project >> is completed.]
- OR
- [This Contract will commence on the date of commencement of this Contract and continue until <<specify name of employee>> retires or until the end of a period of <<specify reason for leave e.g. sick leave >> which is a condition of your Contract that you agree that when <<specify name of employee >> returns to work, your Contract of Employment will terminate.]
- 3.2 During the fixed term of this Contract you shall not be able to terminate the contract on giving not less than << >> weeks’ notice. Your employment may be summarily terminated if you are guilty of gross misconduct.
- 3.3 [Unless renewed by you and the Company in writing, this Contract and your employment with the Company will terminate on the date of the expiry of the fixed term.]
- OR
- [This Contract will terminate on the date of the expiry of the fixed term.]

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[This contract and your employment with the Company will continue after the end of the fixed term unless either side on << >> weeks' notice of termination expires for the fixed term.]

the Company will continue after the end of the fixed term unless either side on << >> weeks' notice of termination expires for the fixed term.]

4. **Date of Commencement/**

**Employment**

4.1 Your period of continuous employment begins on <<Full Date>>.

us begins on <<Full Date>>.

4.2 [No employment with us before <<Date>> counts as part of your period of continuous employment with us.]

er counts as part of your period of continuous employment with us.]

**OR**

[Your employment with us from <<Date>> will count as your period of continuous employment with us.]

us employer>> which began on <<Date>> will count as your period of continuous employment with us.]

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

deemed that you have accepted all the terms and conditions of this contract.

4.4 This contract of employment is in full or written given to you and it replaces any previous agreement whether verbal or written.

previous agreement whether verbal or written.

4.5 The first <<number>> weeks 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 us. During the probationary period, the full disciplinary procedure will not apply.

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5. **Hours of work**

5.1 Your normal working hours are << >> am and << >> pm Mondays to Fridays inclusive with << >> hours and << >> pm].

>> am and << >> pm Mondays to Fridays inclusive with << >> hours and << >> pm which must be taken between << >> am and << >> pm.

5.2 In certain circumstances we may require you to adjust or exceed the hours in order to ensure that your work is performed.

may require you to adjust or exceed the hours in order to ensure that your work is performed.

5.3 [You will be paid for any hours worked outside your normal weekly hours in accordance with the requirements of this clause on the following terms:]

accordance with the requirements of this clause on the following terms:]

**OR**

[You will not be entitled to any payment for hours worked outside your normal weekly hours.]

entitled to any payment for hours worked outside your normal weekly hours.]

6. **Place of work**

6.1 Your place of work is <<address>> but you may be required to travel from time to time both inside and outside the United Kingdom to perform your responsibilities and duties at such other places as the Company may reasonably request.

is at <<address>> but you may be required to travel from time to time both inside and outside the United Kingdom to perform your responsibilities and duties at such other places as the Company may reasonably request.

6.2 You may be required to travel << >> [and overseas] on the business of the Company.

<< >> [and overseas] on the business of the Company.

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7. **Work outside the UK**

7.1 You are required to <<state country and duration>>.

7.2 You will be paid <<state>>.

7.3 You will also receive <<state additional payments and benefits>>.]

8. **Remuneration and Benefits**

8.1 You will be paid <<state>> credit transfer to your bank account in arrears at the rate of <<state>> per month.

8.2 Your salary will be paid <<state>> / at our discretion.

8.3 The Company is authorised to deduct <<state>> sums due to it from your salary.

8.4 [You will be entitled to <<state>> health insurance/ permanent health insurance/details of <<state>>].

8.5 Your entitlement to <<state>> OR after the satisfactory completion of your probationary period <<state e.g. on your first day of probationary period>>.

8.6 The organisation reserves the right to vary your entitlement to <<state>> these benefits at any time.

9. **Collective agreements**

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

**OR**

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

10. **Holidays**

10.1 You are entitled to <<state>> the statutory minimum holiday entitlement of 20 days per annum. <<state>> public and bank holidays have been added. This does not include <<state>> holidays, which may be given at the employer's discretion. <<state>> complete calendar year, including bank and public holidays.

10.2 The holiday year commences on <<state>> and finishes on <<state>> each year.

10.3 If your employment terminates <<state>> part way through the holiday year, your holiday entitlement will be calculated <<state>> accordingly.

10.4 If, on termination of your employment,

10.4.1 you have exhausted your holiday entitlement, the Company will deduct a sum from your final payment for any holiday taken in excess of your entitlement on the basis of <<specify calculation>>, and you authorise us to <<state>> make a deduction from the payment of any final sum due to you.

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10.4.2 you have had, at the discretion, request to make a payment

Following, the Company may, at its discretion, grant a holiday during your notice period or holiday entitlement.

10.5 Holidays must be taken with the approval of proposed leave will not be allowed at the Company's discretion until approval has been given

to the Company. You must obtain approval from <<specify job title>>. You may not take more than <<specify number>> weeks at any one time, save at the end of the year. You may not take holidays until your request for

10.6 All holiday must be taken in the circumstances you are entitled to the holiday may not be taken

which it is accrued. In exceptional circumstances you may be allowed to take up to << 5 >> days untaken holiday in any one year, which applies for one year only, and does not carry over into the subsequent holiday year.

10.7 If you are sick or injured, you may transfer to sick leave, but this is strictly subject to the Company's discretion

Following, the Company will allow you to transfer to holiday at a later date. This is subject to the Company's discretion

10.7.1 You must contact the Company as soon as possible (if possible) as to the reason for your sickness or injury

>> in person and by telephone (if possible). If you do not contact the Company, your holiday will be affected by the Company's discretion

10.7.2 The full period of absence must be certified by a medical practitioner, [where it exceeds seven days;] and you must provide a copy of the certificate to the Company

due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and you must provide a copy of the certificate to the Company

10.7.3 Within <<e.g. 7 days>> of returning to work, you must confirm in writing how your absence was affected by sickness or injury and the amount of holiday you wish to take at another time. This written notification must be submitted to the Company

When you return to work, you must confirm in writing how your absence was affected by sickness or injury and the amount of holiday you wish to take at another time. This written notification must be submitted to the Company <<specify job title>>.

## 11. Other paid leave

11.1 Any maternity, paternity, bereavement leave or other paid leave shall be at the rate of pay>>.

maternity or parental leave shall be at the rate of pay, e.g. the statutory rate/ your normal rate of pay

11.2 The Company also provides details of other paid non-statutory leave>>.]

details of other paid non-statutory leave>>.]

11.3 Please see the Company's policy for further information.

For further information.

## 12. Training

12.1 You will be required to attend training in respect of: e.g. health and safety

training in respect of: << state details >>

12.2 You may be required to attend training at the Company's discretion and will be paid for any compulsory training.

training at the Company's discretion and will be paid for any compulsory training.

12.3 You will not be paid for any training that is not compulsory.

For compulsory training: <<give details>>.

## 13. Sickness Absence

13.1 In the event of your sickness absence, you should contact <<specify name>> as soon as possible of the absence to inform the Company as soon as possible

When you or someone on your behalf contacts the Company, you should, at the earliest opportunity on the first day of absence, inform the Company of the reason for absence. You must inform the Company of any change in the date of your expected return to work.

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return to work.

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

13.3 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. For periods of more than 28 days, you will also need to provide a Fit Note / Medical Certificate periodically as required by the Company.

13.4 **EITHER - When the company has a company sick pay scheme, employees will have a right to sick pay; employee will only receive SSP unless the company scheme is more generous.**

[If you are absent for a reason of sickness or incapacity, you are entitled to company sick pay (if applicable), provided that you have met the requirements above. If the company has a sick pay scheme the 'qualifying days' are <<state days>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any such payments are at the discretion of the Company.]

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

[If you are absent through 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. You will not receive Statutory Sick Pay in accordance with the provisions of the Act.]

13.5 The Company has a record of absence levels and reasons for absences. Such records are confidential.

13.6 The Company may require you to go a medical examination by a medical practitioner at any stage of your employment, and you agree to authorise the practitioner to prepare a medical report detailing the results of such examination, which you agree may be disclosed to the Company. The cost of such medical examination will be borne by the Company where it is reasonable to do so.

14. **Maternity and Paternity Rights**  
The Company will comply with the provisions with respect to maternity and paternity rights and rights for dependants. The Company's policies in this regard are available to <<specify job title>>.

15. **Pension**  
[The designated pension scheme is <<state name>> where e.g. Staff handbook. The Company will make a contribution to <<state %>> of your salary. Details can be found in <<State name>>.] [The Company will also consider enrolling you into a pension scheme, in accordance with the provisions of the Act.]

**OR**

[If you are eligible, the Company will consider enrolling you into a pension scheme, in accordance with the provisions of the Act.]

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accordance with the Comp

ment obligations.

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

h 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.]

16. **Non – Compulsory Retirement**

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The Company does not op  
compulsorily retired on rea  
voluntarily at any time, p  
terminate your employment

t age and therefore you will not be  
However, you can choose to retire  
the required period of notice to

17. **Mobility**

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You may be required to tra

s anywhere in the UK.

18. **Grievance Procedure**

The formal Grievance Pro  
This procedure does not fo

request from <<specify job title>>.  
d conditions of employment.

19. **Disciplinary Procedure**

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The disciplinary rules app  
Disciplinary Rules and Pro  
part of your terms and cond

ment are set out in the attached  
Rules and Procedure do not form

20. **[Staff Handbook and Emp**

All Staff have a duty to ad  
force, including but not ex  
Sickness and Absence and

other policies from time to time in  
s Health and Safety, Fire Safety,  
olicies.]

21. **Confidential Information**

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21.1 You shall neither d  
of your duties) nor  
directly or indirectly  
company, business  
company, business

except in the proper performance  
mit) after the termination thereof,  
uses or those of any other person,  
ation, or disclose to any person,  
on,

21.1.1 any trade s  
belonging to  
not limited to  
or requireme  
information,

business information relating or  
sociated companies, including but  
relating to customers, customer lists  
g structures , marketing and sales  
gs, employees or officers, financial

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information  
information,

formulae, specific technical

21.1.2 any documents  
have been to  
the Company  
has been g  
confidence b

", or any information which you  
which you might reasonably expect  
confidential, or any information which  
or any associated company in  
or other persons.

21.2 You shall not at any  
notes or memorand  
business, dealings  
any associated Con

ration of this agreement make any  
within the scope of the Company's  
for the benefit of the Company or

21.3 The obligations con  
any information or  
domain after the  
unauthorised disclo

8.1 above shall cease to apply to  
subsequently come into the public  
reement, other than by way of

**22. Data Protection**

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

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

**23. Changes to Terms and Conditions**

The Company may amend  
document <<and in the E  
will be notified to you pers

nt  
the terms and conditions in this  
</Manual>> and any such change  
generally applied, by notice.

**24. Severability**

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

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

**25. Governing Law**

These Terms and Conditions  
accordance with the laws of

be governed by and construed in

Issued for and on behalf of <<Com

Signed: .....

Date:

**Employee**

I hereby warrant and confirm that I have not been employed by the Company or any of its subsidiaries or affiliates in any capacity, including as a consultant, independent contractor, or otherwise, under any previous employment terms and conditions, or in any other way that would constitute a breach of any employment agreement or other written or oral agreement with the Company or any of its subsidiaries or affiliates, in connection with performing any of the duties of my current position under the Agreement above. I accept the terms of this Agreement.

previous employment terms and conditions, or in any other way that would constitute a breach of any employment agreement or other written or oral agreement with the Company or any of its subsidiaries or affiliates, in connection with performing any of the duties of my current position under the Agreement above. I accept the terms of this Agreement.

Signed: .....  
<<Name of Employee>>

Date:

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