

<<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. [You are also subject to the terms and conditions contained in the letter offering you employment ("Offer Letter"). If there should be any ambiguity or discrepancy between the terms in this document and the terms in the Offer Letter, 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 incorporated 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 << >> (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 Employment Rights Act 2002 and Working Time Regulations 1998 as amended or substituted or enacted at the relevant time.

#### 2. Duties and Job Title

- 2.1 You are employed as <<job description>>. You will be responsible to <<specify name of superior>>. You will be required to undertake

[such duties and responsibilities as may be determined by the Company from time to time]

OR

[the following duties and responsibilities: <<job description and/or brief summary of duties and responsibilities>>]

- 2.2 The Company reserves the right to alter your duties and responsibilities at any time and from time to time in accordance with the needs of the Company's business.

#### 3. Date of Commencement/

#### Employment

- 3.1 Your period of continuous employment with us begins on <<Full Date>>.

- 3.2 [No employment with <<us employer>> prior to <<Full Date>> counts as part of your period of 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 appointment, you acknowledge that you have accepted all the terms and conditions of employment set out in this contract.

- 3.4 This Contract of Employment is made in duplicate, one copy of which shall be given to you 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 you will be confirmed. The probationary period may be extended at the discretion of the Company. During the probationary period,

the full disciplinary and will not apply.

#### 4. Hours of work

- 4.1 Your normal working hours will be from <<Start Time>> to <<End Time>> on <<Days of Week>> per week.
- 4.2 [You must take a break of <<Time>> in a working day of <<Time>> or as agreed with you] state period – at least 20 minutes between <<Time>> and <<Time>>
- 4.3 [Where your working hours are <<Time>> hours, you will not be entitled to any paid breaks during your working hours]
- 4.4 The Company reserves the right to alter working hours as necessary.
- 4.5 You are expected to work additional hours in accordance with the needs and requirements of the Company. Additional hours will
- [not be eligible for a bonus]
- OR
- [be paid to you at your normal rate of pay].

#### 5. Place of work

- 5.1 Your normal place of work will be <<Place of Work>> or such other places as the Company may reasonably require.
- 5.2 [You may be required to work at <<Place of Work>> [and overseas] on the basis of <<Business Justification>>]

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

- 6.1 You are required to work <<State Country and Duration>>. e.g. state country and duration>>.
- 6.2 You will be paid <<Rate of Pay>> per annum.
- 6.3 You will also receive <<Additional Payments and Benefits>>.] additional payments and

#### 7. Remuneration and Benefits

- 7.1 The full time salary of <<Salary>> per annum based upon a total of <<Hours>> hours per annum. The rate of £<<Salary>>.
- 7.2 Your working hours will be <<Hours>> of full time hours. Your salary will be £<<Salary>> per annum.
- 7.3 You will be paid <<Salary>> per annum by credit transfer to your bank account in arrears.
- 7.4 Your salary will be reviewed annually at our discretion.
- 7.5 The Company is authorised to deduct any amounts due to it from your salary.
- 7.6 [You will be entitled to <<Insurance/ permanent health cover>>]. insurance/ permanent health
- 7.7 Your entitlement to <<Benefits>> will be determined by <<Criteria>>. <<state e.g. on your first day of probationary period>>.
- OR after the satisfactory completion of your probationary period.

- 7.8 The organisation reserves the right to vary your entitlement to these benefits at any time.

## 8. Collective agreements

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

OR

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

## 9. Holidays

9.1 You are entitled to a minimum holiday entitlement of 20 days per year. In addition, public and bank holidays have been added. This does not mean that you are entitled to more than 20 days of holiday, which may be given at the employer's discretion over the complete calendar year, including in accordance with Clause 4.

9.2 The holiday year commences on << >> and finishes on << >> each year.

9.3 If your employment terminates part way through the holiday year, your holiday entitlement will be pro-rata accordingly.

9.4 If, on termination of

9.4.1 you have exceeded your holiday entitlement, the Company will deduct a proportion of your holiday taken in excess of your entitlement on the basis of <<specify calculation>>. The Company reserves the right to make a deduction from the payment of your final salary.

9.4.2 you have not taken your holiday entitlement, the Company may, at its discretion, require you to take holiday during your notice period or deduct the equivalent from your holiday entitlement.

9.5 Holidays must be taken with the approval of your line manager. You must obtain approval of proposed holiday from <<specify job title>>. You will not be allowed to take more than <<specify number>> weeks at any one time, save at the Company's discretion. Bank holidays until your request for approval has been received.

9.6 All holiday must be taken within the holiday year in which it is accrued. In exceptional circumstances you may be allowed to carry over up to << 5 >> days untaken holiday to the following holiday year. This provision applies for one year only, and any holiday carried over to the subsequent holiday year.

9.7 If you are sick or injured, the Company will allow you to transfer to sick leave or injury leave. Any holiday taken during this period is strictly subject to the availability of leave.

9.7.1 You must confirm your holiday request <<specify number>> in person and by telephone (if possible) as soon as you are fit to do so. Your holiday will be affected by sickness or injury.

9.7.2 The full period of holiday taken due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and

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11.1 You will be required [REDACTED] training in respect of: << state  
e.g. health and safety [REDACTED]

- 11.3 You will not be paid **\_\_\_\_\_** following training: <<give details>>.

12.1 In the event of your absence, you or someone on your behalf should contact <<sup>[redacted]</sup> at the earliest opportunity on the first day of the absence to inform the Company of the reason for absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.

- 12.3 For periods of sick leave exceeding seven consecutive days, including weekends, you will be required to submit a Statement of Fitness for Work ('Fit Note') / Medical Certificate to the Company to confirm your fitness to perform your job as a <<specify job title>>. A new Fit Note / Medical Certificate must be submitted periodically as required by the Company.

- [If you are absent for a continuous period of 30 or more days for any reason of sickness or incapacity, you are entitled to a statutory sick pay (SSP) (see below), provided that you have met the requirements above. If you are absent for a continuous period of 30 or more days for any reason other than the SSP scheme the 'qualifying days' are <<state dependent>>. There is no contractual right to payment in respect of such absences due to sickness or incapacity. Any such payments are at the discretion of the company.]

[If you are absent through incapacity, and you have complied with the requirements of the company sick pay, for up to a

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- Record absence levels and reasons  
confidential.

- go a medical examination by a  
y 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

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

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

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you into a pension scheme, in  
ment obligations.

When you are enrolled, including the right to make and your right to opt out of participating in the scheme, you agree to your salary.

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

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

- business information relating or associated companies, including but not limited to customers, customer lists, organizational structures, marketing and sales strategies, employees or officers, financial statements, formulae, specific technical

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15.1.2 any documents which have been transferred to the Company or which have been given to the Company in confidence by you or any other persons.

or any information which you might reasonably expect to be confidential, or any information which you or any associated company in the past or future may have obtained from other persons.

15.2 You shall not at any time use for any notes or memorandum or for any other purpose the Company's business information or know-how otherwise than for the benefit of the Company.

employment with the Company make any use of any matter within the scope of the Company's business information or know-how otherwise than for the benefit of the Company.

15.3 The obligations of confidentiality shall cease to apply to any information or know-how which subsequently come into the public domain after the termination of employment, other than by way of unauthorised disclosure.

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## 16. [Other work]

The Company recognises that you may wish to take on additional paid work with another employer. You will not take on any additional paid work with another employer without having obtained the written approval of the Company.].

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## 17. Non-compulsory retirement

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

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

## 18. Mobility

You may be required to transfer to any other office or place of business of the Company anywhere in the UK.

anywhere in the UK.

## 19. Grievance Procedure

The formal Grievance Procedure is set out in the attached Rules and Procedure. This policy does not form part of your terms and conditions of employment.

request from <<specify job title>>. This policy does not form part of your terms and conditions of employment.

## 20. Disciplinary Procedure

The disciplinary rules apply to all staff. The disciplinary Rules and Procedure do not form part of your terms and conditions of employment.

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## 21. [Staff Handbook and Employment Policies]

All Staff have a duty to adhere to the Company's Health and Safety, Fire Safety, and Sickness and Absence policies.

other policies from time to time in the Staff Handbook and Employment Policies].

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22. Termination of employment

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- 22.1 [During the << >> party to this Contract
- 22.2 After the successful may be ended by Company will give continuous service year of service up to
- 22.3 We reserve the right notice.
- 22.4 Nothing in this Contract summarily or otherwise of your employment you.]

period the notice required by either employment will be one week.  
ationary period, your employment by one month's written notice. The ten notice and after four years' notice for each additional complete s' notice.  
etion to pay you salary in lieu of  
m terminating your employment erious breach by you of the terms act or acts of gross misconduct by

OR (this option reflects the

od provided by law)  
d by written notice as follows:

- 22.1 [Your contract of employment

Notice to be given by the

Length of continuous service	Period of notice
From 1 month up to 2 years	
From 2 years up to 12 years	one additional week for s year of employment in ears
12 or more years	

Notice to be given to the

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

- 22.2 We reserve the right notice.
- 22.3 Nothing in this Contract summarily or otherwise of your employment you.]

etion to pay you salary in lieu of  
m terminating your employment erious breach by you of the terms act or acts of gross misconduct by



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**23. 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 ensure that we comply with all relevant data protection legislation. For more information, please see [\[Company's data protection policy\]](#).

personal data that we collect about you and how we use, store, transfer and process it. We shall at all times comply with all applicable data protection regulations imposed on you under the law in force from time to time in force.

**24. Changes to Terms and Conditions of Employment**

The Company may amend these Terms and Conditions of Employment from time to time. Any such change will be notified to you personally in writing.

Terms and conditions in this document shall be deemed to be incorporated into the [\[annual contract\]](#) and any such change will be generally applied, by notice.

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**25. 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 with the laws of England and Wales.

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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 that I am not currently employed by any other employer. I accept the terms and conditions of this Agreement.

I hereby warrant and confirm that I am an employee of the Company and that I am not currently employed by any other employer. I accept the terms and conditions of this Agreement.

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

Date:

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