

<<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.

## 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 Employment Rights Act 2002, and Working Time Regulations 1998 as amended or substituted 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 [\[the staff handbook\]](#) [\[you should read this\]](#).

#### 3. Date of Commencement/Continuation of Employment

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

3.2 [\[No employment with previous employers will count as part of your period of employment with us.\]](#)

OR

[\[Your employment with us as an employee of <<us employer>> which began on <<Date>> will count as part of your period of employment with us.\]](#)

3.3 In accepting your appointment, you have agreed to be bound by the terms and conditions of employment set out in this contract.

3.4 This Contract of Employment is made in full and in place of any 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 core hours of work will be from <<Start time>> until <<End time>> on <<Days of the week>>. If necessary, you should aim to work for a maximum of <<number of hours>> hours per week.

4.2 Your daily work schedule will be an average of eight hours per day (averaged over 17 weeks) with no more than thirty minute breaks over that period.

- 4.3 In certain circumstances you may be required to adjust or exceed these hours in order to ensure the smooth running of the Company in accordance with the terms of the Employment are provided.
- 4.4 [You will be paid for any additional hours worked on the following terms: <<specify terms>>.]
5. **Place of work**
- 5.1 Your normal place of work will be at <<Address>>. Your core working hours will be at <<specify core working hours>>.
- 5.2 [You may be required to work at other locations (including <<specify locations>> [and overseas] on the basis of <<specify basis>>).]
6. **[Work outside the UK]**
- 6.1 You are required to work in <<specify location 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>>.]
7. **Remuneration and Benefits**
- 7.1 You will be paid <<specify rate>> by credit transfer to your bank account <<specify bank account details>> on or before the last day of the month in arrears at the rate of <<specify rate>> for the month you worked.
- 7.2 Your salary will be reviewed annually at our discretion.
- 7.3 [You will be entitled to <<specify insurance/ permanent health insurance/details of insurance>>].
- 7.4 Your entitlement to <<specify benefits>> shall be <<specify basis>> or <<specify basis>> from the date of your commencement <<state e.g. on your first day of employment or after the satisfactory completion of a probationary period>>.
- 7.5 The organisation reserves the right to vary your entitlement to <<specify benefits>> at any time.
8. **Collective agreements**
- [There are no collective agreements in force at the time of your employment.]
- OR
- [Your employment is subject to the <<specify relevant collective agreement>>.]
9. **Holidays**
- 9.1 You are entitled to <<specify number>> working days holiday in each complete calendar year <<specify basis>> and public holidays, pro rata in accordance with <<specify basis>>. All statutory <<specify basis>> sheet, staff rota >>].
- [OR]
- You are entitled to <<specify number>> working days holiday in each complete calendar year <<specify basis>> and public holidays, pro rata in accordance with <<specify basis>>.

S

A

M

P

L

E

accordance with < >.  
entitlement provided  
required to work acc

staff rota, hours worked >>. This  
public holidays which you may be  
any needs, staff rota >>.

9.2 [During the first year  
are able to take at a  
have accrued. For  
advance at the rate  
service from your sta

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

9.3 [In each subsequent  
your annual entitlement  
to taking leave actu  
sub-clauses of this  
<<specify name and  
obtained before yo  
alternative positive

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

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

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

9.5 You may not take  
out of your entitlement

>> working days consecutively  
then consent of the Company.

9.6 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

ending holiday entitlement, you will,  
you may be entitled, be paid a sum  
holiday entitlement outstanding. If  
more 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

9.7 [Payments in lieu of  
holiday entitlement

holiday leave exceeding the statutory  
the discretion of the Company.]

## 10. Other paid leave

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

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

10.2 [The Company also  
leave>>.]

ls of other paid non-statutory

10.3 Please see the Con

for further information.

## 11. Training

11.1 You will be required  
e.g. health and safe

ing training in respect of: << state

11.2 You may be required  
discretion and will b  
training.

training at the Company's  
e of pay for any compulsory

11.3 You will not be paid

ing training: <<give details>>.

# S

## 12. **Sickness Absence**

- 12.1 In the event of you or someone on your behalf should contact your line manager on the first day of the absence to inform you of the reason for your absence.
- 12.2 If the absence is due to sickness, a medical certificate form should be completed and submitted to the Company within 7 days from the first day of absence. The form will be supplied to you.
- 12.3 A medical certificate must be handed to the Company as to the reason for the absence and your name and title>> if you are absent for any period of 3 days or more. [A new medical certificate should be required by the Company].
- 12.4 For the purposes of the Company's pay scheme the agreed 'qualifying days' are Monday to Friday.
- 12.5 [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 Company's sick pay requirements you will be paid your normal basic salary for a maximum of days for which sick pay will be paid>> in total in any one calendar month.]
- 12.6 The Company has the right to record absence levels and reasons for absences, such as sickness, which are confidential.

# A

# M

# P

## 13. **Maternity and Paternity Rights**

The Company will comply with all statutory maternity and paternity rights and rights of dependants. The Company's policies in this regard are set out in the Staff Handbook and the relevant department's policies.

## 14. **Pension**

[The designated pension scheme is the one specified in the Staff Handbook where e.g. Staff handbook specifies job title>>]. [The Company will make a contribution to the pension scheme of <<state %>> of your salary.]

**OR**

[If you are eligible, the Company will offer you the opportunity to join the pension scheme in accordance with the Company's policy.]

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 opt out of the worker pension contribution.

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

# L

# E

S

15. **Retirement**

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

A

16. **Mobility**

You may be required to tra

s anywhere in the UK.

17. **Grievance Procedure**

The formal Grievance Proc  
department>>.

uest from <<relevant name and/or

M

18. **Disciplinary Procedure**

The disciplinary rules app  
Disciplinary Rules and Proc

ment are set out in the attached

19. **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.

P

20. **Data Protection**

The Company is required t  
and what we do with tha  
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.

L

21. **Termination of employment**

21.1 During the << >> c  
us to terminate your

od the notice required by either of  
week.

21.2 If your employer  
terminate your emp

ice required by either of us to

21.2.1 One month's  
years; and th

continuously employed for up to 2

21.2.2 One week's  
completed y

eted year of employment from 2  
12 weeks notice.

21.3 We reserve the rig  
notice.

etion to pay you salary in lieu of

21.4 Nothing in this Co  
summarily or otherw  
of your employment  
you.

m terminating your employment  
serious breach by you of the terms  
act or acts of gross misconduct by

E

S

# A

M

Date:

P

L

Date:

E

7