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Contract

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<<Date>>

This document contains the main terms and conditions which govern your service with the Company. [Your service with the Company shall be governed by the terms and conditions set forth in the Offer Letter offering you work ("the Offer Letter"). In the event there is any ambiguity or discrepancy between the terms in the Offer Letter and the terms in this document, the terms in the Offer Letter will prevail, except where otherwise indicated.]

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**TERMS AND CONDITIONS  
BETWEEN**

**CONTRACT**

- (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 Individual>> of << >> (hereinafter referred to as “you”)

**IT IS AGREED** as follows:

**1. General**

This Contract is made in accordance with the provisions of the Employment Rights Act 1996, Employment Act 2002 (Employment Relations Act (amendment) Regulations 2007, and the Agency Workers Regulations 2010, as amended or re-enacted at the relevant time.

**2. Duties and Job Title**

- 2.1 You are employed as <<specify name and title of immediate position>> and you will be responsible to <<specify name of person to whom you will be responsible to>>
- 2.2 You will be required to perform the following duties <<specify duties>> [such duties and responsibilities shall be determined by the Company from time to time] **OR** [the following duties shall be your duties and responsibilities: <<job description and/or brief summary of duties and responsibilities>>]
- 2.3 The Company reserves the right to vary 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/Continuation of Employment**

- 3.1 Your period of employment shall commence on <<Full Date>> and will continue until terminated by either party in accordance with this contract. .
- 3.2 [No employment with <<THE COMPANY NAME>> prior to <<Full Date>> counts towards your period of continuous service.] **OR** [Your previous employment with <<THE COMPANY NAME>> commenced on <<Full Date>> and your period of continuous service with <<THE COMPANY NAME>> shall be deemed to have commenced on <<Full Date>>.]
- 3.2 These Contract shall be subject to the terms and conditions of the agreement, whether verbal or written, given to you by the Company.

**4. Your Availability for Work**

- 4.1 [You agree to accept any reasonable assignment of work that the Company offers you and complete it to the best of your ability.]

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the Company's satisfaction

OR

4.1 [You shall give the Company notice if at any time you will be unavailable for work]

>> notice if at any time you will be

4.2 Subject to Clause 4.1, you shall complete any work that the Company offers you and complete it in a timely manner.

any work that the Company offers you and complete it in a timely manner.

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**5. Availability of Work from**

5.1 You acknowledge that the Company will endeavour to allocate you suitable work when available. The Company is under no obligation to provide you with a minimum number of hours of work in any day, week or month.

any will endeavour to allocate you suitable work when available. The Company is under no obligation to provide you with a minimum number of hours of work in any day, week or month.

5.2 [We will give you notice as is reasonably practicable (normally not less than 24 hours) of any work that you are required to complete. In the event that you are notified of that work commencing less than 24 hours before the start of that work, you shall complete it at your normal hourly rate.]

notice as is reasonably practicable (normally not less than 24 hours) of any work that you are required to complete. In the event that you are notified of that work commencing less than 24 hours before the start of that work, you shall complete it at your normal hourly rate.]

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OR

[We will normally provide you with a <<state time period e.g. four-week>> timetable of work in that period. The Company, either in writing or during the <<state time period e.g. four-week>> period, may vary that timetable at any time.]

advance a <<state time period e.g. four-week>> timetable of work in that period. The Company, either in writing or during the <<state time period e.g. four-week>> period, may vary that timetable at any time.]

**6. Hours of Work**

It is a condition of your employment that you shall work flexibly in accordance with the working arrangements operating from time to time. Your hours of work will vary according to the workload and you shall be notified to you in accordance with clause 5 above.

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**7. Place of Work**

Your normal place of work shall be at <<address>>. You may be required to travel on occasions outside the UK.

premises at <<address>>. You may be required to travel on occasions outside the UK.

**8. Pay**

8.1 [You will be paid on a <<state frequency e.g. weekly>> basis. Your normal hourly rate will be £<<state hourly rate>> or such other rate as may be notified to you in writing.]

worked. Your normal hourly rate will be the relevant minimum wage>> or such other rate as may be notified to you in writing.]

OR

[You will be paid on a <<state frequency e.g. weekly>> basis. Your normal hourly rate will vary according to the workload and you shall be notified to you in accordance with clause 5 above.]

worked. Your normal hourly rate will vary according to the workload and you shall be notified to you in accordance with clause 5 above.]

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than <<state current >> per hour.]

8.2 Payment will be made in arrears on <<state day of week month>> of each month transfer to the bank or building society of your choice. Payment of income tax and national insurance.

9. Holiday

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9.1 You are entitled to > working days holiday in each complete calendar year and public holidays, pro rata in accordance with <<state holiday entitlement pro rata >>. This entitlement provides for all statutory annual leave which you may be required to work according to << e.g. >>.

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

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

9.4 If, on termination of your employment, you have accrued holiday entitlement, the Company will deduct a pro-rated amount from your final payment. The amount will be calculated by multiplying the number of days of holiday taken by your normal hourly rate;

9.4.2 you have holiday entitlement, the Company may, at its discretion, require you to take a holiday during your notice period or to make a payment in lieu of holiday entitlement.

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

9.6 [You will not be entitled to carry over accrued holiday from one holiday year into the next.]

9.7 [You may be required to take accrued holiday entitlement on days notified to you by the Company.]

9.8 If you are sick or injured on the day of your holiday, the Company will allow you to transfer to sick leave or to take your holiday at a later date. This is strictly subject to the provisions of the contract of employment.

9.8.1 You must confirm your absence >> in person and by telephone (if possible) as soon as you are able. If your holiday will be affected by sickness or injury, you must confirm this to the Company as soon as possible.

9.8.2 The full period of absence 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.

9.8.3 Within <<e.g. 14 days>> of your 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 sent to <<specify job title>>.

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## 10. Sickness

- 10.1 In the event of your sickness absence you should contact <<specify contact details>> at the earliest opportunity on the first day of the absence to inform the Company of the absence to inform the Company as soon as possible of any change in the date of your expected return to work.
- 10.2 A self-certification form will be required for absences of up to seven days. The form will be available on the Company's intranet.
- 10.3 For periods of sickness absence exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') to the Company. A new Fit Note / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') must be provided periodically as required by the Company.
- 10.4 **EITHER - When the employee is entitled to Statutory Sick Pay (SSP)**  
[You are absent for <<state number of days>> days] and you are entitled to Statutory Sick Pay (SSP) provided that you have met the requirements above. The 'qualifying days' are <<state number of days>>. There is no contractual right to payment in respect of such payments are <<state number of days>> days.
- OR - When the company has a company sick pay scheme, use this clause:-**
- [If you are absent for <<state number of days>> days] and you have complied with the requirements above, you are entitled to company sick pay, for up to a maximum of <<state number of days>> days. Company sick pay is equal to <<state percentage of normal basic salary>>% of your normal basic salary in accordance with the Company's sick pay scheme.
- 10.5 The Company has a record of absence levels and reasons for absences. Such records are confidential.
- 10.6 The Company may require you to undergo a medical examination by a medical practitioner at any stage of your employment, and you agree to authorise the medical practitioner to prepare a medical report detailing the results of the 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.

## 11. Maternity and Paternity Rights

The Company will comply with the provisions with respect to maternity and paternity rights and rights of dependants. The Company's policies in this regard are available on the Company's intranet. <<specify job title>>.

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**12. Pensions**

**EITHER**

[There are no pension arrangements for you during your employment.]

**OR**

[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 scheme of <<state %>> of your salary. You may contribute up to <<state %>> of your salary.

**OR**

[If you are eligible, the Company will offer you the opportunity to join you into a pension scheme, in accordance with the Company's pension scheme rules and its legal obligations.

Full details of the scheme, including the minimum contribution level, will be provided to you when you are enrolled, including the minimum contribution level you are required to make and your right to opt out of the scheme. If you are not joining in the scheme, you agree to accept the Company's worker pension contribution rate as a condition of your employment. If you opt out of the scheme, you agree to accept the Company's worker pension contribution rate as a condition of your salary.

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

**13. Non – Compulsory Retirement**

The Company does not operate a compulsory retirement policy. You will not be compulsorily retired on reaching a certain age and so you will not be required to retire. However, you can choose to retire voluntarily at any time. You must give the Company the required period of notice of termination of your employment.

**14. Confidentiality**

You will not at any time either before or after your employment use or divulge to any person, firm or company information identifying or relating to the Company, details of which are confidential. You will not use or divulge to any person, firm or company information identifying or relating to the Company, details of which are confidential, in the course of your duties during your employment or afterwards.

**15. Collective Agreements**

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

**OR**

[Your employment is subject to the provisions of the <<specify relevant collective agreement >>]

**16. Grievance Procedure**

The formal grievance procedure will be available to you on request from <<specify job title>>.

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title>>. This policy does not and conditions of employment.

17. Disciplinary Procedure

The disciplinary rules apply are set out in the attached Disciplinary Rules and Pro not form part of your terms and conditions of employment.

18. [Staff Handbook and Emp

All Staff have a duty to ad other policies from time to time in force, including but not li Health and Safety, Fire Safety, Sickness and Absence and icies.]

19. Termination

Your contract of employe en notice as follows:

Notice to be given by the

Length of continuous se	od of notice
From 1 month up to 2 year	
From 2 years up to 12 year	additional week for each of employment in excess
12 or more years	

Notice to be given to the

Length of continuous se	od of notice
Less than one month	
One month onwards	

19.1 We reserve the rig etion to pay you salary in lieu of notice.

19.2 The Company rese e your Employment without notice if:

19.2.1 You reject < ated to you in succession or fail to attend work on << >> or more occasions; or

19.2.2 You are una reason for << >> or more weeks in successio

19.3 Nothing in this Co m terminating your employment summarily or otherv erious breach by you of the terms

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of your employment  
you.

act or acts of gross misconduct by

**20. Data Protection**

The Company is required to  
and what we do with that  
secure your personal data  
relevant data protection law  
[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  
be from time to time in force.

**21. Changes to Terms and Conditions**

The Company may amend  
document [[and in the Employee](#)  
will be notified to you personally

nt  
rms and conditions in this  
[Manual](#)] and any such change  
generally applied, by notice.

**22. 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.

**23. Governing Law and Jurisdiction**

These Terms and Conditions  
the laws of England and W

and construed in accordance with

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

Signed: .....

Date:

**Employee**

I hereby warrant and confirm that  
conditions, or in any other way  
performing any of the duties of my  
Agreement.

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

Signed: .....

Date:

<<Name of Employee>>

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