

<<Company Name>>

Terms and Conditions of Employment

STANDARD FORM OF EMPLOYMENT STATEMENT

<<Employee Name>>

<<Date>>

This document contains the main terms of employment which govern your service with the Company. [You are also subject to the terms contained in the letter offering you employment ("Offer Letter"). If there should be any ambiguity or discrepancy between the Offer Letter and the terms set out in this document, the terms in the Offer Letter shall prevail, except where expressly stated to the contrary.]

TERMS AND

EMPLOYMENT

1. General

The following statement is
<<England and Wales>> u
at <<Address>> (hereinaft
to provide its employees w
their employment as requi
compliant with the Emp
Regulations 2007 as amen

mpany>> a company registered in
<< >> whose registered office is
mpany”) pursuant to its obligation
of the main terms and conditions of
Employment Rights Act 1996 and
d Working Time (Amendment)
relevant time.

2. Employee Name, Address

- 2.1 You <<Name of E
“you”) are employe
[You will be require
determined by the C
available in [the job
2.2 The Company rese
time and from time t
2.3 You will be respons

ss>> (hereinafter referred to as
e capacity of <<Job Position >>.
es and responsibilities as may be
ne]. OR [Details of your duties are
r duties and responsibilities at any
needs of the Company's business.
>>.

3. Date of Commencement /

- 3.1 Your employment
continuous employ
period of employm
date>>].

Employment

n on <<date>> and your period of
[began on that date and no other
period] OR [began on <<relevant

3.2 EITHER - If the em

[Your employment
continue only until
termination by either
notice in writing of t
may be summari
misconduct.]

OR - If the employ

[Your employment
be terminated at ar
<<number of days/
employment. Altern
where you are found

OR - If the employ

[The first <<numbe

use this clause:-

sis and is currently expected to
orary employment is subject to
er <<number of days/weeks etc>>
nt. Alternatively, your employment
you are found guilty of gross

, use this clause:-

ill terminate on <<date>>. It may
by either party giving to the other
writing of the termination of your
nt may be summarily terminated
duct.]

use this suite of clauses:

employment will be a probationary

period during which you will be assessed. The probationary period may be extended at the discretion of the Employer. During the probationary period, the full disciplinary provisions of this Contract will not apply.

During the << probationary period >> the notice required by either party to this Contract will be one week.

3.3 Following the end of the probationary period, your contract of employment may be ended by written notice.

Notice to be given by the Employer

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 each year of employment in excess of 2 years
12 or more years	

Notice to be given to the Employer

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

3.4 We reserve the right to terminate your employment without notice.

3.5 Nothing in this Contract shall prevent the Employer from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

4. Place of Work

4.1 Your place of work shall be the premises at <<address>>. You may be required to perform your duties at such other place in the United Kingdom or elsewhere at the reasonable request from time to time.

4.2 [You may be required to travel to <<place>> [and overseas] on the business of the Company's business.]

5. [Work outside the UK]

5.1 You are required to work at <<place>> (e.g. state country and duration>>.

5.2 You will be paid <<gross salary>> per annum.

5.3 You will also receive additional payments and benefits>>.]

6. Hours of Work

6.1 [You will normally be working from <Time> to <Time> <<Monday to Friday>>, a total of <<Number>> hours per week.]

OR

[You will normally be asked to provide a date and time for the interview]

Monday from 10:00 to 12:00

<Time>

Tuesday from [REDACTED] <Time>>

Wednesday <Time>>

Thursday from **11 AM** to **<Time>>**

Friday from [MM/YY] [Time]

6.2 [You must take a break of at least 20 minutes in a working day of <<Time>> to <<Time>> or as agreed with your employer.]

6.3 [Where your working hours are less than 8 hours, you will not be entitled to any paid breaks during your shift.]

7. Remuneration and Benef

7.1 The full time salary of << >> hours per <<insert frequency month>>. Payment <<insert frequency month>> on << e.g. the last friday of each month>>. Payment to be made by <<insert frequency month>> direct credit transfer to a bank or building society account <<insert account details>>.

7.2 Your working hours << >> percentage>> of full time hours. Your salary will be £<< >>

7.3 You will [not] be paid for any work performed in excess of the full time hours. [Overtime will be paid at the rate of 1.5 times the regular rate of pay. Terms: <<insert terms>>.]

7.4 [At the Company's <<month>>. You s result in a salary in has been given by e y will be reviewed annually in salary review will not necessarily review of your salary after notice our employment.]

7.5 The Company is authorized to deduct any amounts due to it from your salary.

7.6 [You will be entitled to private health insurance/ permanent health insurance/details of private health insurance] >

7.7 Your entitlement to **OR** after the satisfaction of the probationary period <<state e.g. on your first day probationary period>>.

7.8 The organisation re [REDACTED] your entitlement to

these benef

8. Holidays

- 8.1 You are entitled to the statutory minimum holiday entitlement of 20 days. If 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. The holiday year must be a complete calendar year, including bank and public holidays, in accordance with Clause 6.
- 8.2 The holiday year commences on << >> and finishes on << >> each year.
- 8.3 If your employment terminates part way through the holiday year, your holiday entitlement will be pro-rated accordingly.
- 8.4 If, on termination of employment, you have exceeded your holiday entitlement, the Company will deduct a sum from your final payment, calculated on the basis of <<specify calculation>>. If you have not exceeded your holiday entitlement, the Company may, at its discretion, require you to take holiday during your notice period or make a payment in lieu of holiday entitlement.
- 8.5 Holidays must be taken with the approval of the Company. You must obtain the approval of your line manager <<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.
- 8.6 All holiday must be taken within the year in which it is accrued. In exceptional circumstances you may be allowed to carry forward up to << 5 >> days untaken holiday to the following year, but this applies for one year only, and does not apply to subsequent holiday years.
- 8.7 If you are sick or injured, 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 following conditions:
- 8.7.1 You must contact your line manager <<specify job title>> in person and by telephone (if possible) as soon as you are aware that your holiday will be affected by sickness or injury.
- 8.7.2 The full period of absence due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and
- 8.7.3 Within <<e.g. 7 days>> of returning to work, you must confirm in writing how your holiday was affected by sickness or injury and the amount of holiday you wish to take at another time. This written confirmation must be signed by <<specify job title>>.

9. Other paid leave

- 9.1 Any maternity, paternity or parental leave, bereavement leave or other leave (e.g. the statutory rate/ your normal

- rate of pay>>.
- 9.2 [The Company also provides details of other paid non-statutory leave>>.]
- 9.3 Please see the Company's website for further information.
- 10. Training**
- 10.1 You will be required to undergo training in respect of: << state e.g. health and safety >>.
- 10.2 You may be required to undergo training at the Company's discretion and will be paid the rate of pay for any compulsory training.
- 10.3 You will not be paid for any voluntary training: <<give details>>.
- 11. Sickness Absence**
- 11.1 In the event of your absence you should contact <<specify name>> at the earliest opportunity on the first day of the absence to inform the Company as soon as possible of the date of your expected return to work.
- 11.2 A self-certification form will be required for absences of up to seven consecutive days.
- 11.3 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') from a General Practitioner or other medical professional. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.
- 11.4 **EITHER - When the Company has a company sick pay scheme, employee will only receive SSP unless they are entitled to company sick pay;**
- [If You are absent for a period of <<state days>> due to a reason of sickness or incapacity, you are entitled to company sick pay, provided that you have met the requirements above. The 'qualifying period' for company sick pay is <<state days>>. There is no contractual right to payment in respect of company sick pay due to sickness or incapacity. Any such payments are made in accordance with the company sick pay scheme.]
- OR – When the company does not have a company sick pay scheme, use this clause:-**
- [If you are absent for a period of <<state days>> due to a reason of sickness or incapacity, and you have complied with the requirements above, you are entitled to company sick pay, for up to a maximum of <<state days>>. Company sick pay is equal to <<state percentage>> of your normal basic salary. You will not receive Statutory Sick Pay in accordance with the company sick pay scheme.]
- 11.5 The Company has the right to monitor and record absence levels and reasons for absences. Such information is confidential.

11.6 The Company may request that you, as a medical practitioner, you agree to authorize the Company to detail the results of the examination to the Company. The Company may request that you, as a medical practitioner, Such an examination may be reasonable to do so.

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.
ed by the Company where it is

12. Pension

[The designated pension where e.g. Staff handbook will make a contribution to <<state %>> of your salary]

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

OR

[If you are eligible, the C
accordance with the Comp

you into a pension scheme, in
ment obligations.

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

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.

The scheme is subject to
Company may replace the

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

13. Maternity and Paternity R

The Company will comply with applicable federal, state and local laws regarding paternity rights and rights of leave. The Company's policies in this regard are as follows:

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

14. Non – Compulsory Retirement

The Company does not op
compulsorily retired on rea
retire voluntarily at any time
notice of termination of you

age and so you will not be
however, you can choose to
Company the required period of

15. Restrictions and Confidentiality

15.1 You may not, without the prior written consent of the Company, devote any material amount of time to any business or charitable duty or activity that is not in the best interests of the Company.

representatives of the Company, devote any substantial portion of the time or resources of the Company or to any public activity outside the normal hours of work.

15.2 You will not at any time divulge to any person your duties during your employment identifying or relating to the

employment or afterwards use or
cept in the proper course of your
pany, any confidential information
ails of which are not in the public

domain.

16. Collective Agreements

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

OR

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

17. Grievance Procedure

The formal grievance procedure is set out on request from <<specify job title>>. This policy does not apply to the terms and conditions of employment.

18. Disciplinary Procedure

The disciplinary rules apply to all employees. The Disciplinary Policy and Procedure are set out in the attached documents. These do not form part of your terms and conditions of employment.

19. Data Protection

The Company is required to protect your personal data that we collect about you and what we do with that data. We shall at all times comply with all relevant data protection legislation. We shall at all times comply with all relevant data protection legislation. <<Company's data protection policy>> shall at all times comply with all relevant data protection legislation. <<Company's data protection policy>> shall at all times comply with all relevant data protection legislation.

20. Changes to Terms and Conditions of Employment

The Company may amend the terms and conditions in this document <<and in the Employee Handbook/Manual>> and any such change will be notified to you personally. Any change will be notified to you personally. Any change will be notified to you personally.

21. Severability

The various provisions of this Statement shall be severable, and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction the enforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

22. Governing Law and Jurisdiction

This Statement shall be governed and construed in accordance with the laws of England and Wales.

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

Signed:

I acknowledge receipt and confirm that the above terms and conditions constitute my contract of employment.

Signed:
<<Name of Employee>>

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