

<<Company Name>>

Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms of service with the Company. [You are 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.]

of employment which govern your relationship with the Company. [You are 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.]

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 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 otherwise enacted at the relevant time.

2. Duties and Job Title

2.1 You are employed as <<Job Title>>. You will be responsible for <<Job Description>>. You will be responsible to <<specify name and position>>.

2.2 [You will be required to perform the duties and responsibilities as may be determined by the Company from time to time]. OR [Details of your duties are available in [source]].

2.3 The Company may require you to perform duties normally undertaken by other employees or additional duties; however you will not be assigned duties which you are not reasonably expected to perform.

3. Date of Commencement/Period of Employment

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

3.2 [No employment with <<us employer>> prior to <<Date>> counts as part of your period of continuous employment with us.]

OR

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

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

3.4 This Contract of Employment is made in duplicate, one copy of which or written given to you and the other retained by the Company.

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. The probationary period may be extended at the discretion of the Company. During the probationary period, the full disciplinary procedure will not apply.

4. Hours of Work and Overtime

- 4.1 Your normal working hours shall be <<state number e.g. 35 or 37.5>> hours per week.
- 4.2 These working hours shall be <<state number>> hours per week.
[<<state number>> hours per week]
OR
[<<state number>> hours per week]
giving you one day off per week when you are not required to work.
The day when you are not required to work shall be <<state day>> and this will be a fixed day.
- 4.3 Your compressed working week shall be <<state number>> hours per week, worked on the following basis: <<state number>> hours per week.
- 4.4 In the event that you are deemed by <<your immediate superior>> to be having a health or performance problem, in your health or performance, the Company reserves the right in its sole discretion to require you to work a different work pattern.
- 4.5 Your average weekly hours shall not exceed 48 hours per week, in accordance with the Working Time Regulations.
- 4.6 In certain circumstances the Company may require you to adjust or exceed the hours in order to ensure that your duties are properly performed.

5. Place of work

- 5.1 Your normal place of work shall be <<state address>>, but you may from time to time be required to work at other places of the Company both inside and outside the United Kingdom. You shall perform your responsibilities and duties at such other place with the same level of efficiency as the Company may reasonably require from time to time.
- 5.2 You may be required to travel <<state [and overseas] on the Company's business>>.

6. Work outside the UK

- 6.1 You are required to <<state [e.g. state country and duration]>>.
- 6.2 You will be paid <<state [e.g. state country and duration]>>.
- 6.3 You will also receive <<state additional payments and benefits>>.]

7. Remuneration and Benefits

- 7.1 Your salary is £<<state>> per annum, payable monthly, normally on <<e.g. the last Friday of each month>>. Payment shall be made by <<e.g. direct credit transfer to a bank of your choice>> or by cash if nominated by you>>.
- 7.2 You will be paid or reimbursed for <<state>> reasonable expenses properly incurred by you while performing your duties on behalf of the Company, subject to your submission of receipts as requested by the Company.
- 7.3 The Company is authorised to deduct <<state>> amounts due to it from your salary.

- 7.4 [You will not be paid for hours worked in excess of your normal working hours]
OR
[No payment of overtime will be made for hours you have worked <<state number>> hours per week. Overtime will be paid on the following basis <<specify>>].
- 7.5 [At the Company's discretion, your salary will be reviewed annually in <<month>>. You should understand that a salary review will not necessarily result in a salary increase. A review of your salary after notice of termination of your employment.]
- 7.6 [You will be entitled to <<specify>> health insurance/ permanent health insurance <<specify details>>].
- 7.7 Your entitlement to <<specify>> benefits shall commence <<state e.g. on your first day of employment or after the satisfactory completion of a probationary period>>.
- 7.8 The organisation reserves the right to vary your entitlement to <<specify>> benefits at any time.

8. Collective agreements

- [There are no collective agreements applicable to your employment.]
OR
[Your employment is subject to the <<specify>> collective agreement <<specify relevant details>>].

9. Holidays

- 9.1 You are entitled to <<specify>> days of holiday entitlement of 20 days. <<specify>> days of holiday entitlement have been added. This does not include <<specify>> days of holiday entitlement at the employer's discretion. <<specify>> days of holiday entitlement bank and public holidays.
- 9.2 The holiday year commences on <<specify>> and finishes on <<specify>> each year.
- 9.3 If your employment terminates part way through the holiday year, your holiday entitlement shall be <<specify>> accordingly.
- 9.4 If, on termination of employment, you have accrued holiday entitlement, the Company will deduct a sum from your final payment on the basis of <<specify>> calculation>> from the payment of your holiday entitlement. If you have taken holiday in excess of your holiday entitlement, the Company may, at its discretion, require you to make a payment for the excess holiday taken.
- 9.4.1 you have exceeded your holiday entitlement, the Company will deduct a sum from your final payment on the basis of <<specify>> calculation>> from the payment of your holiday entitlement.
- 9.4.2 you have taken holiday in excess of your holiday entitlement, the Company may, at its discretion, require you to make a payment for the excess holiday taken.
- 9.5 Holidays must be taken with the approval of the Company. You must obtain the approval of <<specify job title>>. You will not be allowed to take <<specify>> weeks at any one time, save at the discretion of the Company.

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Company's discretion until your request for approval has been received.

work holidays until your request for

- 9.6 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be granted an extension of up to << 5 >> days untaken holiday entitlement to the following year. This extension applies for one year only, and the holiday may not be taken in the subsequent holiday year.

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- 9.7 If you are sick or injured, the Company will allow you to transfer to sick leave. This is strictly subject to the following conditions:

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- 9.7.1 You must contact your line manager as soon as possible (if possible) as soon as you are aware of your sickness or injury.

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- 9.7.2 The full period of absence due to sickness or injury must be certified by a General Practitioner, [where it exceeds seven days;] and

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- 9.7.3 Within <<e.g. 3 days>> of returning to work, you must confirm in writing how your absence was affected by sickness or injury and the amount of holiday taken at another time. This written notification must be signed by you (job title>>).

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10. Other paid leave

- 10.1 Any maternity, paternity, bereavement leave or other statutory leave shall be at the rate of pay>>.

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

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- 10.3 Please see the Company Handbook for further information.

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11. Training

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

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

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

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12. Sickness Absence

- 12.1 In the event of your sickness absence, you should contact <<specify name>> of the absence to inform the Company as soon as possible and return to work.

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- 12.2 A self-certification form is required for absences of up to seven days. The form will be provided to you.

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- 12.3 For periods of sickness absence of more than seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate.

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Note / Medical Certificate must be submitted periodically as required by the Company.

12.4 **EITHER - When the employee is absent for a reason of sickness or incapacity, you are entitled to sick pay; employee will only receive SSP unless the Company has a company sick pay scheme, use this clause:-**

[If you are absent for a reason of sickness or incapacity, you are entitled to sick pay, provided that you have met the requirements above. The 'qualifying days' are <<state days>>. There is no contractual right to payment in respect of sickness or incapacity. Any such payments are made in accordance with the Company's sick pay scheme.]

OR – When the Company has a company sick pay scheme, use this clause:-

[If you are absent for 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 << >> days per year. Company sick pay is equal to your normal basic salary. If you do not receive Statutory Sick Pay in accordance with the Company's sick pay scheme, use this clause:-

12.5 The Company has the right to record absence levels and reasons for absences. Such records are confidential.

12.6 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. Such an examination may be disclosed to the Company. The cost of such medical examination. Such an examination may be disclosed to the Company where it is reasonable to do so.

12.7 For the avoidance of doubt, the Company reserves the right to terminate your employment under this clause notwithstanding that you may be in receipt of sick pay.

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 as follows:

14. **Pension**

[The designated pension scheme is <<state specify job title>>. Details can be found in <<State specify job title>>.] The Company will make a contribution to <<state %>> of your salary. You may contribute up to <<state %>> of your salary.

OR

[If you are eligible, the Company will introduce you into a pension scheme, in accordance with the Company's pension obligations.

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

When you are enrolled, including the minimum contribution level to make and your right to opt out. If you are contributing in the scheme, you agree to contribute a percentage of your salary.

The scheme is subject to the Company's discretion and the Company may replace the

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

15. Non-compulsory retirement

The Company does not opt to compulsorily retire on reaching a certain age. You may retire voluntarily at any time, provided you give the required period of notice to terminate your employment.

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

16. Grievance Procedure

The formal Grievance Procedure is set out in the Company's Grievance Policy. This policy does not form part of your contract of employment.

A request from <<specify job title>>. This policy does not form part of your contract of employment.

17. Disciplinary Procedure

The disciplinary rules apply to all employees. The Disciplinary Policy and Procedure are set out in the Company's Disciplinary Policy and Procedure. The Disciplinary Policy and Procedure does not form part of your contract of employment.

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18. [Staff Handbook and Employee Handbook]

All Staff have a duty to adhere to the Company's policies, including but not limited to the Company's Health and Safety, Fire Safety, and Sickness and Absence policies.

other policies from time to time in the Company's Health and Safety, Fire Safety, and Sickness and Absence policies.]

19. Data Protection

The Company is required to protect your personal data and what we do with that data. We will secure your personal data in accordance with the relevant data protection legislation. [Company's data protection policy]

onal data that we collect about you and what we do with that data. We will secure your personal data in accordance with the relevant data protection legislation. [Company's data protection policy]

20. Changes to Terms and Conditions of Employment

The Company may amend the terms and conditions of employment from time to time. Any such change will be notified to you personally in writing.

ment. The terms and conditions of employment from time to time. Any such change will be notified to you personally in writing. [Company's data protection policy]

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22.4 Nothing in this Contract shall constitute termination or summary dismissal by you or termination or summary dismissal by us if we terminate your employment for cause as a result of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

[Termination of employment]

22.1 Your contract of employment shall be terminated by written notice as follows:

Length of continuous service	Period of notice
From 1 month up to 2 years	1 week
From 2 years up to 12 years	2 weeks, plus one additional week for each year of employment in excess of 2 years
12 or more years	12 weeks

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

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

option to pay you salary in lieu of

22.3 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise without notice in the event of a serious breach by you of the terms of your employment or in the event of gross misconduct by you.]

from terminating your employment summarily or otherwise without notice in the event of a serious breach by you of the terms of your employment or in the event of gross misconduct by you.]

23. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

and construed in accordance with

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

Signed:

Date:

Employee

I hereby warrant and confirm that I have read and understood the terms and conditions, or in any other way binding me to the Company, and I am performing any of the duties of my employment in accordance with the Agreement.

my previous employment terms and conditions, or in any other way binding me to the Company, and I am performing any of the duties of my employment with the Company or otherwise in accordance with the Agreement above. I accept the terms of this Agreement.

Signed:
<<Name of Employee>>

Date:

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