

S

<<Company Name>>

# Terms and Conditions of Employment

A

<<Employee Name>>

M

P

L

E

<<Date>>

This document contains the main terms and conditions of employment which govern your service with the Company. Your employment with the Company is also subject to the terms

contained in the letter offering you  
ambiguity or discrepancy between  
document, the terms in the Offer  
contrary.

S

er Letter"). If there should be any  
letter and the terms set out in this  
ept where expressly stated to the

A

M

P

L

E

**TERMS AND CONDITIONS OF EMPLOYMENT**

**BETWEEN**

- (1) <<Name of company>> registered in <<England and Wales>> under registration number <<Registration Number>> with its registered office is at <<Address>> (hereinafter referred to as "Company")
- (2) <<Name of employee>> (<<Job Title>>) (hereinafter referred to as "you")

**IT IS AGREED as follows:**

**1. General**

The following terms and conditions are given to you in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002 and Working Time Regulations 1998 as amended or re-enacted at the relevant time.

**2. Duties and Responsibilities**

You are employed in the position of <<Job Title>>. You will be responsible to <<specify name of superior>>. Details of your duties are available in [the staff handbook / Job Description Letter].

**3. Date of Commencement of Continuous employment**

- 3.1 Your period of continuous employment with us begins on <<Full Date>>.
- 3.2 [No period of employment with any previous employer counts as part of your period of continuous employment with us.]
- OR**
- [You have been employed by <<Name of previous employer>> which began on <<Date>> and your period of continuous employment with us.]
- 3.3 In accordance with the above it shall be deemed that you have accepted all the terms and conditions set out in this Contract.
- 3.4 This Contract shall annuls any previous agreement whether verbal or written.
- 3.5 The first <<state number>> months of the Employment will be a probationary period. Your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and if satisfactory your employment will be confirmed. The probationary period will be confirmed in writing by <<state job title e.g. the HR Manager>>.
- 3.6 [In the event that the probationary period falls during the summer holiday the probationary period shall be extended for a further << >> weeks.]

**4. Hours of work**

- 4.1 Your normal hours of work will be <<state hours>> [will be from <<time>> to <<time>>] **OR** [are <<state hours>> <<state days>> /<<state days>>] <<Monday to Friday>> and <<state e.g. 5:30PM>>] <<Monday to Friday>>.



S

4.2 Your working hours should not exceed 48 hours per week in the absence of an exemption from the Working Time Regulations.

4.3 In certain circumstances it may be necessary to adjust or exceed the hours in your duties in accordance with the terms of the Employment Contract as set out above.

4.4 [You may be required to work overtime time worked in accordance with the requirements of your contract on the following basis: <<specify terms>>.] OR [You may be required to work extra hours as may be necessary for the proper performance of your duties without extra remuneration.]

4.5 You are required to work during school holidays [over the summer holidays] OR [excluding] half terms. [You agree that you will not be paid for <<number>> weeks between September and July (including the summer holidays).]

4.6 You are required to confirm any of the term dates for the following academic year or term preceding that academic year and confirm the dates for the following academic year.

5. Place of work

5.1 Your place of work shall be at <<Address>>.

5.2 [You may be required to travel within the UK [and overseas] on the business of the Employer.]

6. [Work outside the UK]

6.1 You may be required to work <<give details e.g. state country and duration>>.

6.2 You will be paid <<state>>.

6.3 You will be entitled to <<state>> including: <<state additional payments and benefits>>.

7. Remuneration

7.1 Your salary shall be <<state>> in arrears on the [last day of each calendar month] OR [the <<number>> day of each month.] Your annual salary represents <<number>> weeks out of 52 weeks and includes <<state>> in respect of your paid statutory holiday entitlement. Your salary has been adjusted and is paid in twelve equal instalments of <<state>> per month of the length of the month.

7.2 Your salary shall be paid <<annually>> entirely at our discretion.

7.3 [You shall be entitled to <<state e.g. health insurance/ permanent health insurance>> benefits provided>>.]

7.4 Your <<state>> benefits will commence <<state e.g. on your first day of employment>> OR at the completion of your probationary period>>.

7.5 The Employer reserves the right to remove your entitlement to <<state>> if you are found to be <<state>>.

8. Collective agreements

[There are no collective agreements relevant to your employment.]

A

M

P

L

E

OR

[Your employer's policy or following collective agreement: <<specify relevant agreement>>]

## 9. Holidays

- 9.1 Your holiday entitlement shall be <<state date>> and ends on <<state date>>.
- 9.2 You shall be entitled to <<state number>> weeks' holiday per year, which must be taken in <<state number>> instalments. **[NOTE: entitlement is at least 5.6 weeks]**
- 9.3 Your holiday entitlement shall be calculated on your average earnings over the previous 52 weeks.
- 9.4 Holiday pay shall be paid in 12 equal monthly instalments and separately identified.
- 9.5 [In the following circumstances which will require the consent of the <<manager>> you will not be entitled to take any of your annual leave time. [Any leave that is taken during term time with the <<manager>> will either be unpaid or must be made up at a later date.]
- 9.6 All statutory and public holidays must be taken as holiday under your entitlement.

[OR]

- This clause shall cover all statutory and public holidays, which you may be required to take in accordance with clause 9.1.
- 9.7 You shall be required to inform the <<manager>> how you will keep in touch during all school holidays. You must inform the <<manager>> of any plans to go abroad during holiday periods.
- 9.8 In exceptional circumstances you must be prepared to work during any school holiday period agreed by the <<manager>>. In these circumstances, you must give the <<insert number>> weeks' notice in advance. If you are required to work during school holidays, you will be paid [at your normal rate of pay or at a rate of <<state rate>>] which apply e.g. time and a half].
- 9.9 The <<state number>> weeks' holiday you are entitled to shall be paid in lieu of untaken holiday except on termination of your employment.
- 9.10 If you are required to work during any school holiday period, your accrued entitlement at the date your employment terminates shall be entitled to deduct from any final payment an amount equivalent to the days' holiday you have taken at the rate of your normal pay.

## 10. Other paid non-statutory leave

- 10.1 Any non-statutory leave, shared parental or parental leave shall be paid at: <<state e.g. the statutory rate/ your normal rate of pay>>
- 10.2 [The <<state details of other paid non-statutory leave>> shall apply to this leave.]
- 10.3 Please refer to the staff handbook for further information.

## 11. Training

- 11.1 You must complete the following training in respect of: << state e.g. >>.
- 11.2 You must complete additional training at the Company's discretion at your normal rate of pay for any compulsory training.
- 11.3 You must be undertaking the following training: <<give details>>.

## 12. Sickness Absence

- 12.1 In the event of a sickness absence for whatever reason you or someone on your behalf must notify the name and title of immediate superior>> on the first day of absence and complete a self-certification form for him/her of the reason for your absence.
- 12.2 If the absence is for more than 7 days a self-certification form should be completed at the commencement of the period of absence. The form will be submitted to the Company.
- 12.3 A medical certificate must be obtained from your doctor stating the reason for the absence <<specify relevant name and title>> if you are absent for more than 7 consecutive days or more. [A new medical certificate must be obtained periodically as required by the Company.]
- 12.4 For the purpose of the Statutory Sick Pay scheme the agreed 'qualifying period' is from Monday to Friday>>.
- 12.5 You will be paid Statutory Sick Pay <<number of days>> in the event that you are sick during a period of absence <<number of days>> are being paid for that time and may be entitled to Statutory Sick Pay.
- 12.6 [The Company will make payments in respect of periods of absence due to sickness <<number of days>> but such payments are at the discretion of the Company.]
- OR**
- [Provided you meet the Company's sick pay requirements you will be entitled to be paid <<number of days for which sick pay will be paid>> per year.]
- 12.7 The Company will monitor and record absence levels and reasons for absence. All such information is to be held confidential.

## 13. Maternity and Paternity

The Company will comply with its statutory obligations with respect to maternity and paternity rights and will provide time off for dependants. The Company's policies in respect of maternity and paternity leave are available on request from <<relevant name and/or department>>.

## 14. Pension

[The designee of the Company will make contributions to <<state %>> of your salary. Details can be found in <<State name>> where e.g. State Pension. Details can be found in <<State name>> obtained from <<specify job title>>.] [The Company will make contributions to <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

**OR**

S

[If you are in accordance

Full details of the minimum contribution will be provided when you are enrolled, including the minimum contribution if you do not opt in. While participating in the scheme, you agree to have contributions deducted from your salary.

The scheme rules may be amended from time to time, and the Company may transfer the scheme to another pension scheme at any time.]

will auto-enrol you into a pension scheme, in accordance with our pension auto-enrolment obligations.

Full details of the minimum contribution will be provided when you are enrolled, including the minimum contribution if you do not opt in. While participating in the scheme, you agree to have contributions deducted from your salary.

The scheme rules may be amended from time to time, and the Company may transfer the scheme to another pension scheme at any time.]

**15. Retirement**

The Company does not have a formal retirement age and therefore you will not be required to retire at any particular age. However, you can choose to retire voluntarily at any time, provided that you give the required period of notice to terminate your employment.

The Company does not have a formal retirement age and therefore you will not be required to retire at any particular age. However, you can choose to retire voluntarily at any time, provided that you give the required period of notice to terminate your employment.

**16. Mobility**

You may be required to relocate to any company business anywhere in the UK.

You may be required to relocate to any company business anywhere in the UK.

**17. Grievance Procedure**

The formal Grievance Procedure is available on request from <<relevant name and/or department>>.

The formal Grievance Procedure is available on request from <<relevant name and/or department>>.

If you wish to raise a grievance, you may write to <<state job title e.g. the line manager>>.

If you wish to raise a grievance, you may write to <<state job title e.g. the line manager>>.

**18. Disciplinary Procedure**

The disciplinary procedures for your employment are set out in the attached Disciplinary Procedure.

The disciplinary procedures for your employment are set out in the attached Disciplinary Procedure.

If you wish to appeal a disciplinary decision, you may write to <<state job title e.g. the line manager>> with the disciplinary procedure.

If you wish to appeal a disciplinary decision, you may write to <<state job title e.g. the line manager>> with the disciplinary procedure.

**19. Staff Handbook**

All Staff have access to the Company's other policies from time to time in the Staff Handbook, including the Company's Health and Safety, Fire Safety, and Equal Opportunities Policies.

**19. Policies**

All Staff have access to the Company's other policies from time to time in the Staff Handbook, including the Company's Health and Safety, Fire Safety, and Equal Opportunities Policies.

**20. Data Protection**

The Company's Data Protection Policy and what we do with your data to secure your personal and relevant data are set out in the [Company's Data Protection Policy].

The Company's Data Protection Policy and what we do with your personal data to secure your personal and relevant data are set out in the [Company's Data Protection Policy].

A

M

P

L

E

S

**21. Termination**

21.1 During the probationary period the notice required by either party to terminate your employment will be one week.

21.2 If you are terminated, the notice required by either party to this employment will be:

21.2.1 If you have been continuously employed for up to 2

21.2.2 For each completed year of employment from 2 to 12 months a maximum of 12 weeks notice.

21.3 We reserve the absolute discretion to pay you salary in lieu of notice.

21.4 Nothing in this Agreement prevents us from terminating your employment in the event of any serious breach by you of the terms of this Agreement or in the event of any act or acts of gross misconduct by you.

A

**22. Governing Law**

These Particulars shall be governed by and construed in accordance with the laws of England. Any dispute relating to the same shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

M

**23. Right to Work**

Your employment is conditional upon your having the right to work in the UK. You must provide evidence to us that you are entitled to work in this role prior to starting it.

P

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

Signed: .....

Date:

**Employee**

I hereby warrant and warrant that I am not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Company or performing any of the duties referred to above. I accept the terms of this Agreement.

Signed: .....

Date:

<<Name of Employee>>

L

E