

<<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. [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.]

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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 shall apply to you in accordance with the terms of the Employment Rights Act 1996, the Employment Rights Act 2002 and Working Time Regulations (Amendment) Regulations 2009 as amended or otherwise enacted at the relevant time.

2. Duties and Job Title

2.1 You are employed in the position of <<job title>>. You will be required to undertake [such duties as may be determined by the Company from time to time]

OR

[the following duties: <<job description and/or brief summary of duties>>]

2.2 The Company reserves the right to vary your duties and responsibilities at any time and from time to time in order to meet the needs of the Company's business.

3. Date of Commencement

3.1 Your period of employment shall commence on <<Full Date>>

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

OR

[Your employment with <<us employer>> which began on <<Date>> will count towards 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 shall be deemed to have been made on the date of your previous agreement whether verbal or written given to you.

3.5 The first <<e.g. 3 months>> period of your 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 you will be confirmed. The probationary period may be extended at the discretion of the Company. During the probationary period, the full disciplinary and grievance procedures will not apply.

3.6 The Company will conduct a performance assessment before you commence

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work, and at regular intervals thereafter.

4. Hours of work

- 4.1 Your normal hours of work shall be <<specify normal hours, e.g. 9.00am to 6.00pm>> to <<6.00am>> [Monday to Friday] [5 days a week].
- 4.2 You must not work more than <<specify maximum hours, e.g. 8 hours>> of 8 hours in any 24 hour period, calculated over a 17 hour period.
- 4.3 You are entitled to <<specify minimum rest period, e.g. not less than 20 minutes>>after working for not less than <<specify minimum hours, e.g. 1 hour>>.
- 4.4 You must have an uninterrupted rest period of <<specify minimum hours, e.g. 11 hours>> in any 7 days.
- 4.5 In certain circumstances you may be required to vary your hours in order to ensure that your duties are properly performed in accordance with the terms of the Employment are <<specify circumstances, e.g. to meet the needs of the business>>.
- 4.6 [You will be paid for any hours worked in excess of your normal hours on the following basis: <<specify terms>>.]
- 4.7 [In the event that you are exposed to any significant health hazards, heavy physical or mental strain you must not work more than <<specify maximum hours, e.g. 8 hours>> in any 24 hour period.]
- 4.8 If at any stage during the Employment you provide the Company with medical evidence that your health is being affected by your hours, the Company will change your hours to daytime where this is reasonably practical.
- 4.9 [In the event that you provide the Company with medical evidence at any stage during the Employment that your health is being affected by your hours, the Company will change your hours to daytime where this is reasonably practical.]

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5. Place of work

- 5.1 Your place of work shall be <<specify address>> but you may be required to work at other places from time to time both inside and outside the United Kingdom to perform your responsibilities and duties at such other places as the Company may reasonably request.
- 5.2 You may be required to work at <<specify other places, e.g. [and overseas] on the Company's business>>.

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6. Work outside of UK

- 6.1 You are required to work at <<specify state country and duration>>.
- 6.2 You will be paid <<specify rate of pay, e.g. as if you were working in the United Kingdom>>.
- 6.3 You will also receive <<specify state additional payments and benefits>>.]

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7. Remuneration and Benefits

- 7.1 Your rate of pay is <<specify rate of pay, e.g. per hour>> observing any applicable minimum wage requirements.
- 7.2 You will be paid <<specify payment period, e.g. monthly>> in arrears on the last day of the month. Payment will be made to you by <<e.g. bank transfer>>.

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direct credit transfer to your bank or building society account nominated by you>>.

g society account nominated by

7.3 [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.]

7.4 The Company is au

ms due to it from your salary.

7.5 [You will be entitl insurance/details of

lth insurance/ permanent health >.

7.6 Your entitlement to OR after the satisf

ence <<state e.g. on your first day probationary period>>.

7.7 The organisation re these benefits at ar

your entitlement to

8. Collective agreements

[There are no collective ag OR

r employment.]

[Your employment is subje agreement>>.]

ive agreement <<specify relevant

9. Holidays

9.1 You are entitled to entitlement of 20 da added. This does n employer's discreti bank and public hol

es the statutory minimum holiday public and bank holidays have been holidays, which may be given at the complete calendar year, including

9.2 The holiday year year.

> and finishes on << >> each

9.3 If your employment your holiday entitler

part way through the holiday year, accordingly.

9.4 If, on termination of

9.4.1 You have e will deduct a prorated h calculation>> from the pay

holiday entitlement, the Company s holiday taken in excess of your on the basis of <<specify e Company to make a deduction

9.4.2 You have h discretion, re make a payr

owing, the Company may, at its holiday during your notice period or holiday entitlement.

9.5 Holidays must be ta approval of propose will not be allowed Company's discreti

to the Company. You must obtain ce from <<specify job title>>. You eeks at any one time, save at the k holidays until your request for

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approval has been f

9.6 All holiday must be
circumstances you
entitlement to the
holiday may not be

9.7 If you are sick or
transfer to sick lea
strictly subject to the

9.7.1 You must co
possible) as
sickness or i

9.7.2 The full per
certificated b
days;] and

9.7.3 Within <<e.g.
writing how
and the amo
notification n

9.8 [You may be requi
<<eg. company nee

9.9 [If the Company cl
other period such a
scheduled to work
entitlement.]

10. Other paid leave

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

10.2 The Company also
leave>>.]

10.3 Please see the Con

11. Training

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

11.2 You may be require
discretion and will b
training.

11.3 You will not be paid

12. Sickness Absence

12.1 In the event of you

which it is accrued. In exceptional
o << 5 >> days untaken holiday
applies for one year only, and
equent holiday year.

, the Company will allow you to
nt holiday at a later date. This is

>> in person and by telephone (if
t your holiday will be affected by

ue to sickness or injury must be
actioner, [where it exceeds seven

urn to work, you must confirm in
as affected by sickness or injury
take at another time. This written
job title>>.

and public holidays according to

y or public holiday (or during any
on which you would normally be
ken as holiday days within your

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

etails of other paid non-statutory

or further information.

ng training in respect of: << state

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

wing training: <<give details>>.

n you or someone on your behalf

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should contact <<specify job title>> as soon as possible on the first day of the absence to inform the Company as soon as possible of the date of your expected return to work.

earliest opportunity on the first day of the absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.

12.2 A self-certification form will be required for absences of up to seven consecutive days. The form will be available on the Company's intranet.

required for absences of up to seven consecutive days.

12.3 For periods of sick leave exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate / Medical Certificate / Medical Certificate to the Company.

seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate / Medical Certificate to the Company. A new Fit Note must be provided periodically as required by the Company.

12.4 **EITHER - When the Company has a company sick pay scheme, you will only receive SSP unless you are entitled to a higher rate of company sick pay.**

right to sick pay; employee will only receive SSP unless you are entitled to a higher rate of company sick pay.

[If you are absent for a period of seven consecutive days or more for a reason of sickness or incapacity, you are entitled to SSP provided that you have met the requirements above. The 'qualifying days' are <<state days>> to payment in respect of such payments are <<state days>>]

reason of sickness or incapacity, you are entitled to SSP provided that you have met the requirements above. The 'qualifying days' are <<state days>>. There is no contractual right to payment in respect of such payments due to sickness or incapacity. Any such payments are at the discretion of the Company.]

OR - When the Company does not have a company sick pay scheme, use this clause:-

When the Company does not have a company sick pay scheme, use this clause:-

[If you are absent for a period of seven consecutive days or more 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 <<state days>> days at a rate of <<state percentage>> of your normal basic salary in accordance with the Company's sick pay policy.]

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>> days at a rate of <<state percentage>> of your normal basic salary in accordance with the Company's sick pay policy. Company sick pay is equal to the current Statutory Sick Pay in force at the time of absence.]

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

The Company has the right to record absence levels and reasons for absences. Such information is confidential.

12.6 The Company may require you to go to 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.

The Company may require you to go to 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.

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 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.

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14. Pension

[The designated pension scheme is set out in the Staff Handbook where e.g. Staff handbook will make a contribution of <<state %>> of your salary]

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

OR

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

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

Full details of the scheme, including the minimum contribution level, are set out in the Staff Handbook. If you do not want to join the scheme or opt out of the worker pension contribution, you must notify the Company in writing.

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The scheme is subject to change and the Company may replace the scheme at any time.

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15. Mobility

You may be required to travel to any location within the UK.

You may be required to travel to any location within the UK.

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16. Non- Compulsory Retirement

The Company does not require you to retire compulsorily on reaching the normal retirement age. However, you can choose to retire voluntarily at any time after giving the Company the required period of notice of termination of your employment.

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17. Grievance Procedure

The formal Grievance Procedure is set out in the Staff Handbook. This policy does not form part of your conditions of employment.

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18. Disciplinary Procedure

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

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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.]

20. Termination of employe

20.1 Your contract of em

by written notice as follows:

Notice to be given by the

Length of continuous ser

um period of notice

From one month up to two

week

From two years to 12 years

weeks and one additional week for
ontinuous
employment in excess of two

12 or more years

ks

Notice to be given to the

Length of continuous ser

um period of notice

Less than one month

y

One month onwards

week

20.2 We reserve the rig
notice.

etion to pay you salary in lieu of

20.3 Nothing in this Co
summarily or otherw
of your employmen
you.

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

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21. Data Protection

The Company is required to protect your personal data and what we do with that data, how we secure your personal data, how we shall at all times comply with all relevant data protection legislation and the conditions imposed on you under the [Company's data protection policy] shall be from time to time in force.

personal data that we collect about you and how we use, store, transfer and protect it. We shall at all times comply with all relevant data protection legislation and the conditions imposed on you under the [Company's data protection policy] shall be from time to time in force.

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22. Changes to Terms and Conditions

The Company may amend these Terms and Conditions from time to time and in the Event of any such change you will be notified to you personally.

These Terms and Conditions of Employment shall be subject to the terms and conditions in this document <<and in the Employee Handbook/Manual>> and any such change shall be notified to you personally and generally applied, by notice.

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23. Severability

The various provisions of these Terms and Conditions of Employment are severable, and if any provision thereof is held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions or sections of these Terms and Conditions of Employment.

These Terms and Conditions of Employment shall be subject to the terms and conditions in this document <<and in the Employee Handbook/Manual>> and any such change shall be notified to you personally and generally applied, by notice. If any provision of these Terms and Conditions of Employment is held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions or sections of these Terms and Conditions of Employment.

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24. Governing Law

These Terms and Conditions of Employment shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to the same shall be subject to the exclusive jurisdiction of the English and Welsh courts.

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

Signed:

Date:

Employee

I hereby warrant and confirm that I have read and understood these Terms and Conditions of Employment, and I accept the terms of this Agreement.

I hereby warrant and confirm that I have read and understood these Terms and Conditions of Employment, and I accept the terms of this Agreement.

Signed:
<<Name of Employee>>

Date:

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