

<<Company Name>>

Terms and Conditions of Employment

STANDARD FORM OF EMPLOYMENT STATEMENT

<<Employee Name>>

<<Date>>

This document contains the main terms and conditions 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 this document and the terms set out in this letter, the terms in the Offer Letter shall prevail except where expressly stated to the contrary.]

TERMS AND

EMPLOYMENT

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

These Terms and Conditions of Employment provide its employees with the main terms and conditions of their employment as required by the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended. The Company pursuant to its obligation to provide its employees with the main terms and conditions of Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended relevant time.

2. Duties and Job Title

- 2.1 You are employed in the capacity of <<job title>>. You will be required to undertake the duties and responsibilities as may be determined by the Company. [the following duties and responsibilities: <<responsibilities>>]. OR [the following duties and responsibilities: <<responsibilities>>].
- 2.2 The Company reserves the right to vary your duties and responsibilities at any time and from time to time to meet the needs of the Company's business.

3. Date of Commencement

Employment [and Notice Period]

- 3.1 Your employment will commence on <<date>> and your period of continuous employment will be <<period of employment>> [began on that date and no other period] OR [began on <<relevant date>>].
- 3.2 **EITHER - If the employee is employed on a temporary basis and is currently expected to continue only until the termination by either party in writing of the employment may be summarily terminated if you are found guilty of gross misconduct.]**

OR - If the employee

, use this clause:-

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[Your employment may be terminated at any time by either party giving to the other party written notice of the termination of your employment. Alternatively, your employment may be summarily terminated without notice where you are found to be in breach of the contract.]

It may be terminated at any time by either party giving to the other party written notice of the termination of your employment. Alternatively, your employment may be summarily terminated without notice where you are found to be in breach of the contract.]

OR - If the employer uses this set of clauses (including the table of notice periods)

Use this set of clauses (including the table of notice periods)

[The first <<number>> months of your employment will be a probationary period during which your performance will be assessed. The probationary period may be extended at the discretion of the employer. During the probationary period, the full disciplinary procedure will not apply.

The first <<number>> months of your employment will be a probationary period during which your performance will be assessed. The probationary period may be extended at the discretion of the employer. During the probationary period, the full disciplinary procedure will not apply.

During the << >> months of your employment, the notice required by either party to this Contract shall be one week.

During the << >> months of your employment, the notice required by either party to this Contract shall be one week.

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

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

Notice to be given by the employer

Notice to be given by the employer

Length of continuous service

Minimum period of notice

From one month up to two years

One week

From two years to 12 years

Two weeks and one additional week for each continuous year of employment in excess of two years

12 or more years

Four weeks

Notice to be given to the employee

Notice to be given to the employee

Length of continuous service

Minimum period of notice

Less than one month

One month onwards

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

We reserve the right to terminate your employment without notice or to pay you salary in lieu of 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.]

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.]

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4. **Place of Work**

4.1 Your place of work is <<insert address>> but you may be required to work at other locations for the business of the Company both inside and outside the United Kingdom to perform your responsibilities and duties at such other locations as the Company may reasonably request.

4.2 You may be required to work <<state country and duration>> [and overseas] on the Company's business.

5. **Work Outside the UK**

5.1 You are required to work <<state country and duration>>.

5.2 You will be paid <<state>>.

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

6. **Hours of Work**

You will normally work <<state hours>> each week. Your normal working hours will be << am >> to << pm >> Friday each week, with one hour for lunch each day to be taken <<state>> and << >>. The Company reserves the right to alter working hours.

7. **Remuneration and Benefits**

7.1 Your salary is £<<state>> be paid <<insert frequency e.g. monthly>> normally <<state>> day of each month>>. Payment will be made by <<e.g. bank or building society account>> a bank or building society account nominated by you> OR after the satisfactory review of your salary after notice of your employment.]

7.2 [At the Company's <<state>> salary review will not necessarily result in a salary increase after notice of your employment.]

7.3 The Company is authorised to deduct <<state>> sums due to it from your salary.

7.4 [You will be entitled to <<state>> with insurance/ permanent health insurance/details of <<state>>].

7.5 Your entitlement to <<state>> OR after the satisfactory review of your salary after notice of your employment.]

7.6 The organisation reserves the right to <<state>> your entitlement to <<state>>.

8. **Holidays**

8.1 You are entitled to <<state>> the statutory minimum holiday entitlement of 20 days <<state>> public and bank holidays have been added. This does not include <<state>> holidays, which may be given at the employer's discretion <<state>> complete calendar year, including <<state>>.

- 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 accrued holiday entitlement, the Company will deduct any holiday taken in excess of your entitlement on the basis of <<specify calculation>>. The Company may make a deduction from the payment of any other monies due to you.
- 8.4.1 you have exceeded your holiday entitlement, the Company will deduct any holiday taken in excess of your entitlement on the basis of <<specify calculation>>. The Company may make a deduction from the payment of any other monies due to you.
- 8.4.2 you have holiday entitlement, the Company may, at its discretion, require you to take holiday during your notice period or during your 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 discretion of the Company. You may not take holidays until your request for approval has been received.
- 8.6 All holiday must be taken within the holiday year in which it is accrued. In exceptional circumstances you may be allowed to carry over up to << 5 >> days untaken holiday entitlement to the following holiday year. This entitlement applies for one year only, and any holiday not taken in the following holiday year will lapse.
- 8.7 If you are sick or injured, the Company will allow you to transfer to sick leave or injury leave. This is strictly subject to the provisions of the relevant legislation.
- 8.7.1 You must confirm your absence <<specify number>> in person and by telephone (if possible) as soon as you are able to do so. Your holiday will be affected by your absence.
- 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 you must provide a copy of the certificate to the Company.
- 8.7.3 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 confirmation must be signed by <<specify job title>>.
9. **Other paid leave**
- 9.1 Any maternity, paternity, adoption, parental or parental bereavement leave will be paid at the rate of <<specify rate of pay>>.
- 9.2 The Company also provides <<specify details of other paid non-statutory leave>>.
- 9.3 Please see the Company's policy for further information.
10. **Training**
- 10.1 You will be required to undertake training in respect of: << state >>
- 10.2 You may be required to undertake training at the Company's expense.

- discretion and will be at the discretion of the Company. The Company will not be required to provide any training.
- 10.3 You will not be paid for any compulsory training: <<give details>>.

11. Sickness Absence

- 11.1 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 reason for absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.

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

- 11.3 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 to Work' Note) / Medical Certificate ('Medical Certificate') to the Company. A new Fit to Work Note / Medical Certificate must be provided periodically as required by the Company.

- 11.4 **EITHER - When the employee is entitled to sick pay; employee will only receive SSP unless they are entitled to company sick pay.**

[You are absent for a period of more than seven consecutive days, including weekends, and you are entitled to Statutory Sick Pay (SSP) provided that you have met the requirements above. If you are entitled to the SSP scheme the 'qualifying days' are <<state details>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any company.]

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

[If you are absent for a period of more than seven consecutive days, including weekends, and you have complied with the requirements above, you are entitled to company sick pay, for up to a maximum of << >> days. Company sick pay is equal to your normal basic salary. You will not receive Statutory Sick Pay in accordance with the Company.]

- 11.5 The Company has the right to record absence levels and reasons for absences. Such information will be held confidentially.

- 11.6 The Company may require you to go 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. The cost of such medical examination. Such an examination may be disclosed to the Company where it is reasonable to do so.

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ployment, other than by way of

15. **Exclusivity of Service**

You may not, without the
any business other than th
duty or endeavour during y

the Company, devote any time to
any or to any public or charitable
t.

16. **Collective Agreements**

[There are no collective a ur employment.]

OR

[Your employment is s collective agreement <<specify
relevant agreement>>.]

17. **Grievance Procedure**

The formal grievance proc
and/or department>>. This
employment.

on request from <<relevant name
rt of your terms and conditions of

18. **Disciplinary Procedure**

The disciplinary rules app
Disciplinary Rules and Pro
conditions of employment.

ment are set out in the attached
s not form part of your terms and

19. **Restrictive Covenants**

19.1 You shall observe
include restrictions
restrictions.

t in the Schedule hereto, which
employment and post-termination

19.2 In the event that
company, business
with the Company,
set out in the Sc
company, business
of the Schedule.

f employment from any person,
on, either during your employment
e in force of any of the restrictions
diately provide to such person,
on a full and accurate signed copy

20. **Data Protection**

The Company is required to protect your personal data and what we do with that data. We will ensure we secure your personal data in accordance with relevant data protection legislation. [Company's data protection policy is available at: <<Link to Data Protection Policy>>]

personal data that we collect about you and how we use, store, transfer and process it. We shall at all times comply with all applicable data protection regulations imposed on you under the law and any policy from time to time in force.

21. **Changes to Terms and Conditions**

The Company may amend these Terms and Conditions from time to time. Any such change will be notified to you personally by email or by posting a notice on the Company's website.

Terms and conditions in this Agreement shall apply generally applied, by notice.

22. **Severability**

The various provisions of these Terms and Conditions are severable, and if any provision or part thereof is held to be unenforceable by any court of competent jurisdiction the validity or enforceability of the remaining provisions shall not be affected.

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

23. **Governing Law**

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

and construed in accordance with the laws of England and Wales.

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

Signed:

I confirm my agreement that the above Terms and Conditions constitute my contract of employment.

Signed:

<<Name of Employee>>

Terms and Conditions and the attached Schedule

Pre-termination and Post-termination Restrictions

1. The words and expressions used in this Schedule shall have the meanings set out below:

"Customer"

any person or company to whom the Company supplies goods or services;

"Prospective Customer"

any person or company to whom the Company has made a specific offer in writing to supply goods or services, or to whom the Company has provided details of particular terms of supply, and who is not willing to supply such goods or services with whom the Company has had a course of discussions in relation to the supply of goods or services;

"Employee "

any person employed by the Company or who was employed by the Company at the Termination Date, whether on a full or substantial personal basis;

any person who has had material contact with the Company or suppliers of the Company; or

any person who has access to confidential information of the Company or any Associated Company;

any person who has conducted research into or developed any product or services or who has developed any technical or product knowledge;

any person who is a member of the management of the Company or any Associate Company;

"Termination Date"

the date of the termination of the employee's employment

“Associated Company”

any, corporation or other

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tly controls the Company;

ectly controlled by a third
irectly or indirectly controls

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, corporations or other
ferred to above.

2. **Non-competition**

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months>> following the T
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notwithstanding the cause

period of <<Insert Duration eg. six
gree not to compete, directly or
and its Associated Companies,

This restriction shall exte
location of the Company.

g. 10 miles>> from the present

The term "compete" as us
operate, consult for or b
competitive with, the busin

that you shall not own, manage,
ness substantially similar to, or

3. **Non-solicitation of Custo**

During the period of your
months>> following the T
indirectly, solicit, assist in
with, the business of any
personal contact or dealing

period of <<Insert Duration eg. six
ree that you shall not directly or
cilitate the acceptance of, or deal
e Customer with whom you had
employment.

4. **Non-solicitation of Emplo**

During the period of your
months>> following the T
indirectly,

period of <<Insert Duration eg. six
ree that you shall not, directly or

4.1 attempt to induce a
to cease to provide

e employment of the Company or
any; or

4.2 employ or obtain th
Termination Date w

who within six months prior to the
or consultant of the Company.

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5. **Undertaking**

You agree that in the event of termination of your employment, either during or after the term of this Schedule, you will immediately provide to such person, firm or company, an offer of employment, either during or after the term of this Schedule.

person, firm or company, an offer of employment, either during or after the term of this Schedule, you will immediately provide to such person, firm or company, an offer of employment, either during or after the term of this Schedule.

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6. **Severability**

The provisions in the Terms and Conditions of Employment shall apply equally to this Schedule.

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