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Terms and Conditions of Employment

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<<Date>>

This document contains the main terms of your employment which govern your service with the Company. Your employment is 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 OF 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 “our”)
- (2) <<Name of Employee>> of << >> (hereinafter referred to as “you”)

IT IS AGREED as follows:

1. General

The following terms and conditions of employment 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 <<specify job description>>. You will be responsible for <<specify duties and obligations>>.
- 2.2 In your job position you shall be required to comply with such orders as are reasonable and consistent with that of your position and to perform duties or additional duties, hereinafter referred to as “assigned duties” which you cannot reasonably perform.

3. Fixed Term

- 3.1 [This Contract is for a fixed term of <<specify months/years >> from the Date of Commencement specified in clause 1.1.]
OR
[This Contract is for a fixed term of <<specify project >> is completed.]
OR
[This Contract will be for a fixed term commencing on the Date of Commencement specified in clause 1.1 and continuing until <<specify name of employee>> returns to work on a period of <<specify reason for leave e.g. sick leave, maternity leave>> on the condition of your Contract that you agree that when <<specify employee>> returns to work, your Contract of Employment will terminate.]
- 3.2 During the fixed term you shall be entitled to terminate the contract on giving not less than << >> weeks’ notice.
- 3.3 [Unless renewed by you in writing, this Contract and your employment with the Company will terminate on the last day of the fixed term.]
OR
[This contract and your employment with the Company will continue after the end of the fixed term until terminated by either side on << >> weeks’ notice.]

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of termination expires [or the fixed term.]

4. **Date of Commencement/**

4.1 Your period of conti

4.2 [No employment with
continuous employ

OR

[Your employment
<<Date>> will count

4.3 In accepting your a
the terms and cond

4.4 Terms and Condition
verbal or written giv

4.5 The first <<numbe
period. During this p
the end of the prob
found satisfactory,
period may be exte
period, the full disci

5. **Hours of work**

5.1 Your normal workin
Fridays inclusive wi
and << >> pm].

5.2 In certain circumsta
order to ensure t
Employment are pro

5.3 [You will be paid fo
the following basis:

6. **Place of work**

6.1 Your place of work
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duties at such othe
reasonably request

6.2 You may be require
Company's busines

7. **Work outside the UK**

7.1 You are required to

7.2 You will be paid <<

7.3 You will also rec
benefits>>.]

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employment

us begins on <<Date>>.

er counts as part of your period of

us employer>> which began on
us period of employment with us.]

seemed that you have accepted all
ract.

any previous agreement whether

employment will be a probationary
and conduct will be monitored. At
performance will be reviewed and, if
be confirmed. The probationary
discretion. During the probationary
cedure will not apply.

>> am and << >> pm Mondays to
ich must be taken between << >>

y to adjust or exceed the hours in
ordance with the terms of the

n accordance with this clause on

nises at <<address>> but you may
ne business of the Company both
o perform your responsibilities and
d Kingdom as the Company may

[and overseas] on the

g. state country and duration>>.

estate additional payments and

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8. **Remuneration and Benefits**

- 8.1 You will be paid <<state>> in arrears at the rate of <<state>> per month.
- 8.2 Your salary will be paid <<state>> by at our discretion.
- 8.3 The Company is authorised to make deductions from amounts due to it from your salary.
- 8.4 [You will be entitled to <<state>> health insurance/ permanent health insurance/details of <<state>>].
- 8.5 Your entitlement to <<state>> OR after the satisfactory completion of your probationary period <<state e.g. on your first day of employment>>.
- 8.6 The organisation reserves the right to vary your entitlement to <<state>> these benefits at any time.

credit transfer to your bank account on the <<state>> month.

<<state>> by at our discretion.

<<state>> amounts due to it from your salary.

<<state>> health insurance/ permanent health insurance/details of <<state>>].

<<state>> OR after the satisfactory completion of your probationary period <<state e.g. on your first day of employment>>.

<<state>> your entitlement to <<state>> these benefits at any time.

9. **Collective agreements**

- [There are no collective agreements in force for your employment.]
- OR
- [Your employment is subject to the <<state>> collective agreement <<specify relevant agreement>>.]

<<state>> for employment.]

<<state>> collective agreement <<specify relevant agreement>>.]

10. **Holidays**

- 10.1 You are entitled to <<state>> entitlement of 20 days <<state>> added. This does not include <<state>> employer's discretion <<state>> bank and public holidays.
- 10.2 The holiday year commences on <<state>> and finishes on <<state>> each year.
- 10.3 If your employment commences <<state>> part way through the holiday year, your holiday entitlement will be <<state>> accordingly.
- 10.4 If, on termination of your employment, you have accrued <<state>> holiday entitlement, the Company will deduct a <<state>> prorated <<state>> calculation>> from the pay <<state>> Company to make a deduction <<state>>.
- 10.4.1 You have accrued <<state>> holiday entitlement, the Company will deduct a <<state>> prorated <<state>> calculation>> from the pay <<state>> Company to make a deduction <<state>>.
- 10.4.2 You have accrued <<state>> holiday entitlement, the Company may, at its discretion, require you to take <<state>> holiday during your notice period or <<state>> holiday entitlement.
- 10.5 Holidays must be taken <<state>> to the Company. You must obtain <<state>> approval of proposed <<state>> ce from <<specify job title>>. You <<state>> will not be allowed <<state>> weeks at any one time, save at the <<state>> Company's discretion <<state>> k holidays until your request for <<state>> approval has been <<state>>.

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

<<state>> d finishes on <<state>> each year.

<<state>> part way through the holiday year, <<state>> accordingly.

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

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

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

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10.6 All holiday must be taken in the year in which it is accrued. In exceptional circumstances, you may carry forward up to << 5 >> days of untaken holiday into the following holiday year. This applies for holiday accrued in one year only, and any holiday carried forward to a subsequent holiday year.

10.7 If you are sick or injured, the Company will allow you to transfer to sick leave or injury leave, subject to the relevant policy. Any untaken holiday will be carried forward to a subsequent holiday year. This is strictly subject to the relevant policy.

10.7.1 You must contact your manager >> in person and by telephone (if possible) as soon as you know that your holiday will be affected by sickness or injury.

10.7.2 The full period of absence due to sickness or injury must be certificated by a medical practitioner, [where it exceeds seven days;] and you must provide a copy of the certificate to the Company.

10.7.3 Within <<e.g. 7 days>> of returning to work, you must confirm in writing how you were affected by sickness or injury and the amount of holiday you wish to take at another time. This written notification must include your job title>>.

11. Other paid leave

11.1 Any maternity, paternity, bereavement leave or parental leave will be paid at the statutory rate of pay>>.

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

11.3 Please see the Company Handbook for further information.

12. Training

12.1 You will be required to attend training in respect of: << state e.g. health and safety>>.

12.2 You may be required to attend training at the Company's discretion and will be paid your normal rate of pay for any compulsory training.

12.3 You will not be paid for voluntary training: <<give details>>.

13. Sickness Absence

13.1 In the event of your absence, you should contact <<specify contact details>> 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.

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

13.3 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 to <<specify job title>>. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.

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Company.

21.3 The obligations of confidentiality shall cease to apply to any information or knowledge that subsequently comes into the public domain after the termination of employment, other than by way of unauthorised disclosure.

22. **Restrictions during Employment and Termination of Employment**

22.1 You undertake to observe the restrictions set out in the Schedule hereto, which include restrictions on your employment and post-termination employment and post-termination employment. Your employment and post-termination employment is subject to you agreeing to such restrictions.

22.2 You agree that in the event of your termination of employment by any person, company, business entity or other organisation, you will immediately provide to such person, company, business entity or other organisation a full and accurate copy of the signed copy of the Schedule.

23. **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. [Company's data protection policy]

24. **Changes to Terms and Conditions of Employment**

The Company may amend the terms and conditions in this document [[and in the EMP/Manual](#)] and any such change will be notified to you personally. Any such change will be generally applied, by notice.

25. **Severability**

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

26. **Governing Law**

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

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Pre-termination Restriction

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

"Customer"

any company or other entity to which the Company has supplied

"Prospective Customer"

any company or other entity to which the Company has made a proposal to supply goods or services, or to which the Company has provided details of goods or services, or with which the Company has had negotiations or a proposal regarding the possible supply of goods or services;

" Company Employee "

any person who was employed by the Company at the time of termination of employment with the Company, and with whom the Employee had substantial personal contact in performing their duties of employment reported directly to the Company;

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any person who had contact with Customers or who had contact with the Company in performing their duties of employment with the Company or the Associated Company; or

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any person who was likely to possess confidential information during the course of their employment with the Company or the Associated Company; or

any person who had conducted research into or who had developed any product or services or who had developed any technical or product information for the Company;

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

"Termination Date"

the date of termination of your employment

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“Associated Company”

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2. Not to compete

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

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that you shall not own, manage,
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3. Not to Solicit Customers

You shall not, for a period o
of employment, directly or
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with whom you had person

six months>> following termination
n soliciting, accept, or facilitate the
customer or Prospective Customer
ring your period of employment.

4. Not to Solicit Company E

You shall not, for a period o
of employment, directly or i

six months>> following termination

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the Termination Date; or

ent of the Company or to cease to
son is a Company employee on

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