

<<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 this document, the terms in the Offer Letter shall prevail.]

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# TERMS AND CONDITIONS

## BETWEEN

- (1) <<Name of Company>> a company registered 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 shall apply to you in accordance with the terms of the Employment Rights Act 2002, and Working Time Regulations (Amendment) Regulations enacted at the 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 following duties <<[such duties and relevant time to time] >> determined by the Company from

OR

<<[the following duties and a summary of duties as set out in <<job description and/or brief >>] >>

2.2 The Company reserves the right to alter 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/

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

3.2 <<[No employment with <<us employer>> counts as part of your period of >>] >>

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 the only agreement whether verbal or written given to you in relation to your employment.

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 your employment will be confirmed. During the probationary period, the full disciplinary procedure will not apply.

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## 4. Hours of work

- 4.1 Your normal working hours will be <<state>> am and <<state>> pm Mondays to Fridays inclusive <<state>> [which must be taken between <<state>> >> and <<state>> >> pm].
- 4.2 The Company reserves the right to vary your working hours as necessary.
- 4.3 [You will be paid for any additional hours worked in addition to your normal working hours on the following basis:]

### OR

[You may be asked to work hours beyond your normal hours and it is a condition of your employment that you agree to do so when reasonably asked. You will not be entitled to additional payments for hours worked outside your normal working hours.]

## 5. Place of work

- 5.1 Your normal place of work will be <<state>> [or such other places as the Company may reasonably require].
- 5.2 You may be required to work at <<state>> [and overseas] on the basis of your business requirements.

## 6. Work outside the UK

- 6.1 You are required to work in <<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>> [e.g. state country and duration] <<state>> additional payments and benefits].

## 7. Remuneration and Benefits

- 7.1 You will be paid <<state>> [e.g. state country and duration] credit transfer to your bank account <<state>> in arrears at the rate of <<state>> per month.
- 7.2 Your salary will be paid <<state>> [e.g. state country and duration] by at our discretion.
- 7.3 The Company is authorised to deduct <<state>> [e.g. state country and duration] sums due to it from your salary.
- 7.4 [You will be entitled to <<state>> [e.g. state country and duration] health insurance/ permanent health insurance/details of <<state>> [e.g. state country and duration] <<state>>].
- 7.5 Your entitlement to <<state>> [e.g. state country and duration] benefit <<state>> [e.g. state country and duration] <<state>> <<state>> e.g. on your first day of employment/ probationary period].
- 7.6 The organisation reserves the right to vary your entitlement to <<state>> [e.g. state country and duration] these benefits at any time.

## 8. Collective agreements

[There are no collective agreements in force for your employment.]

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[Your employment is subject to a collective agreement <<specify relevant agreement>>.]

collective agreement <<specify relevant agreement>>.]

## 9. Holidays

9.1 You are entitled to a minimum holiday entitlement of 20 days per year, which has been added. This does not include public and bank holidays, which may be given at the employer's discretion. This includes bank and public holidays.

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9.2 The holiday year commences on << >> and finishes on << >> each year.

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9.3 If your employment terminates part way through the holiday year, your holiday entitlement will be pro-rated accordingly.

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9.4 If, on termination of your employment, you have accrued holiday entitlement, the Company will deduct a pro-rated amount from the payment of your final salary.

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9.4.1 If you have accrued holiday entitlement, the Company will deduct a pro-rated amount from the payment of your final salary on the basis of <<specify calculation>>.

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9.4.2 If you have accrued holiday entitlement, the Company may, at its discretion, require you to take holiday during your notice period or holiday entitlement.

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9.5 Holidays must be taken with the approval of the Company. You must obtain the approval of your manager before you can take any holiday. Requests for holiday will not be allowed if you have not obtained the Company's discretion. Requests for holiday approval has been granted.

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9.6 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be allowed to take holiday entitlement to the maximum of << 5 >> days untaken holiday, which applies for one year only, and 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 or injury leave. This is strictly subject to the Company's discretion.

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9.7.1 You must confirm your holiday request in person and by telephone (if possible) as soon as you are fit to do so. Your holiday will be affected by sickness or injury.

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9.7.2 The full period of your holiday entitlement due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and you must confirm your holiday request in person and by telephone (if possible) as soon as you are fit to do so.

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9.7.3 Within <<e.g. 7 days>> of your return to work, you must confirm in writing how your holiday entitlement 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 you and your manager. [where it exceeds seven days;] and you must confirm your holiday request in person and by telephone (if possible) as soon as you are fit to do so.

9.7.3 Within <<e.g. 7 days>> of your return to work, you must confirm in writing how your holiday entitlement 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 you and your manager. [where it exceeds seven days;] and you must confirm your holiday request in person and by telephone (if possible) as soon as you are fit to do so.

## 10. Other paid leave

10.1 Any maternity, paternity, parental or parental leave entitlement is subject to the relevant legislation.

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bereavement leave e.g. the statutory rate/ your normal rate of pay>>.

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

10.3 Please see the Company for further information.

11. Training

11.1 You will be required to undergo training in respect of: << state e.g. health and safety

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

11.3 You will not be paid for any compulsory training: <<give details>>.

12. Sickness Absence

12.1 In the event of your absence you should contact <<specify name>> on you or someone on your behalf as soon as possible 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.

12.2 A self-certificate form will be required for absences of up to seven days. The form will be supplied to you by the Company.

12.3 For periods of sickness absence exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate from a General Practitioner or other medical professional. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.

12.4 EITHER - When the Company has a company sick pay scheme, you will have a right to sick pay; employee will only receive SSP unless the Company has a company sick pay scheme.

[If you are absent for a period of more than 7 consecutive days for a reason of sickness or incapacity, you are entitled to receive company sick pay, provided that you have met the requirements above. If you are absent for a period of more than 7 consecutive days' are <<state details>> days' are <<state details>>. There is no contractual right to payment in respect of absence due to sickness or incapacity. Any such payments will be made in accordance with the Company's policy.]

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

[If you are absent for a period of more than 7 consecutive days for a reason of sickness or incapacity, and you have complied with the requirements above, you are entitled to receive company sick pay, for up to a maximum of << >> days. Company sick pay is equal to <<state details>> of your normal basic salary. If you are absent for a period of more than 7 consecutive days, you will receive Statutory Sick Pay in accordance with the Company's policy.]

12.5 The Company has the right to monitor and record absence levels and reasons for absences. Such records will be held confidentially.

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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 such examination which you agree may be disclosed to the Company. The cost of such medical examination shall be borne by the Company where it is reasonable to do so.

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 such examination which you agree may be disclosed to the Company. The cost of such medical examination shall be borne by the Company where it is reasonable to do so.

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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 set out in <<relevant name and/or department>>.

with all statutory provisions with respect to maternity and paternity rights and rights of dependants. The Company's policies in this regard are set out in <<relevant name and/or department>>.

14. **Pension**

[The designated pension scheme details can be found in <<State specify job title>>.] [The Company 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.]

**OR**

[The designated pension scheme details can be found in <<State specify job title>>.] [The Company 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.]

**OR**

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

you into a pension scheme, in accordance with the Company's obligations.]

Full details of the scheme, including the minimum contribution level, and your right to opt out if you do not want to join the scheme, are set out in <<relevant name and/or department>>. If you are enrolled, including the minimum contribution level, and your right to opt out if you do not want to join the scheme, are set out in <<relevant name and/or department>>. If you are enrolled, including the minimum contribution level, and your right to opt out if you do not want to join the scheme, are set out in <<relevant name and/or department>>.

Full details of the scheme, including the minimum contribution level, and your right to opt out if you do not want to join the scheme, are set out in <<relevant name and/or department>>. If you are enrolled, including the minimum contribution level, and your right to opt out if you do not want to join the scheme, are set out in <<relevant name and/or department>>.

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

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

15. **Non-Compulsory Retirement**

The Company does not require you to retire compulsorily on reaching a certain age and therefore you will not be compulsorily retired on reaching a certain age. However, you can choose to retire voluntarily at any time, provided you give the required period of notice to terminate your employment.

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

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16. **Confidential Information**

16.1 You shall neither disclose nor use for your own benefit (or the benefit of any third party) any confidential information (including trade secrets) of the Company, except in the proper performance of your duties) nor

disclose or use for your own benefit (or the benefit of any third party) any confidential information (including trade secrets) of the Company, except in the proper performance of your duties) nor

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company, business  
company, business

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business information relating or  
sociated companies, including but  
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gs, employees or officers, financial  
formulae, specific technical

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”, or any information which you  
which you might reasonably expect  
idential, or any information which  
or any associated company in  
r other persons.

16.2 You shall not at ar  
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matter within the scope of the  
herwise than for the benefit of the

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e shall cease to apply to any  
bsequently come into the public  
ployment, other than by way of

**17. Restrictive Covenants**

17.1 You shall observe  
include restrictions  
restrictions.

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

17.2 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

**18. Mobility**

You may be required to tra

s anywhere in the UK.

**19. Grievance Procedure**

The formal Grievance Proc  
department>>. This policy  
employment.

quest from <<relevant name and/or  
of your terms and conditions of

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20. **Disciplinary Procedure**

The disciplinary rules apply to you. The Disciplinary Rules and Procedure do not form part of your terms of employment.

Disciplinary Rules and Procedure are set out in the attached Disciplinary Policy and Procedure for your employment.

21. **[Staff Handbook and Employment Policies]**

All Staff have a duty to adhere to the Staff Handbook and other policies from time to time in force, including but not excluding Health and Safety, Fire Safety, Sickness and Absence and other policies.

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22. **Termination of Employment**

**[EITHER**

During the << >> months of this Contract to terminate your employment.

During the << >> months of this Contract to terminate your employment.

22.1 After the successful completion of your probationary period, your employment may be ended by the Company will give you one month's written notice. The Company will give you ten notice and after four years' continuous service you will be entitled to notice for each additional complete year of service up to a maximum of 12 weeks' notice.

After the successful completion of your probationary period, your employment may be ended by the Company will give you one month's written notice. The Company will give you ten notice and after four years' continuous service you will be entitled to notice for each additional complete year of service up to a maximum of 12 weeks' notice.

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

We reserve the right to terminate your employment without notice.

22.3 Nothing in this Contract shall prevent the Company from summarily or otherwise terminating your employment if you are guilty of a serious breach of the terms of your employment contract or acts of gross misconduct by you.]

Nothing in this Contract shall prevent the Company from summarily or otherwise terminating your employment if you are guilty of a serious breach of the terms of your employment contract or acts of gross misconduct by you.]

**[OR (this option reflects the minimum period provided by law)**

**[OR (this option reflects the minimum period provided by law)**

Your contract of employment shall be subject to the following notice periods:

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**Notice to be given by the employee**

**Notice to be given by the employee**

**Length of continuous service**

**Length of continuous service**

From one month up to two years

From one month up to two years

From two years to 12 years

From two years to 12 years

12 or more years

12 or more years

**Notice to be given to the employer**

**Notice to be given to the employer**

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Length of continuous service Minimum period of notice

Less than one month

One month onwards

22.2 We reserve the right in the event of a breach by you of the terms of your employment to pay you salary in lieu of notice.

22.3 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise in the event of a breach by you of the terms of your employment or in the event of gross misconduct by you.]

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 and shall be bound by any conditions imposed on you under the [Company's data protection policy] which shall be from time to time in force.

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

The Company may amend the terms and conditions in this document <<and in the Employee Handbook/Manual>> and any such change will be notified to you personally. Any such change shall be generally applied, by notice.

25. **Severability**

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

26. **Governing Law**

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

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, of my previous employment terms and conditions of employment with the Company or any of its subsidiaries.

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performing any of the duties of e  
Agreement.

above. I accept the term of this

Signed: .....  
<<Name of Employee>>

Date:

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**Pre-termination Restriction**

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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, or to whom the Company has agreed to supply such goods or services, or with whom the Company has had in the course of discussions a view to supply of goods or services;

**"Employee "**

any person employed by the Company or any Associated Company on the Termination Date, who has had substantial personal

or material contact with any of the Suppliers of the Company; or

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

who has conducted research into or developed any product or services or technology or any technical or product

of the Company or any Associate

**"Termination Date"**

the date of the termination of your employment

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“Associated Company”

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Company, corporation or  
which:

Directly controlled by the

Directly controls the Company;

Directly controlled by a third  
Directly or indirectly controls

In title or assign of the  
, corporations or other  
referred to above.

2. **Non-competition**

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2.1 During the period of  
eg. six months>> for  
directly or indirectly  
Companies, notwith

for a period of <<Insert Duration  
Date, you agree not to compete,  
the Company and its Associated  
reason for termination.

2.2 This restriction shall  
location of the Com

<<e.g. 10 miles>> from the present

2.3 The term "competes"  
manage, operate,  
similar to, or compe

It means that you shall not own,  
employed in a business substantially  
of the Company.

3. **Non-solicitation of Customers**

M

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

period of <<Insert Duration eg. six  
months>> following the Termination Date  
agree that you shall not directly or  
indirectly, solicit, assist in  
facilitate the acceptance of, or deal  
with any Customer with whom you had  
employment.

4. **Non-solicitation of Employees**

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During the period of your  
months>> following the Termination Date  
indirectly,

period of <<Insert Duration eg. six  
months>> following the Termination Date  
agree that you shall not, directly or

4.1 attempt to induce a  
to cease to provide

the employment of the Company or  
any; or

4.2 employ or obtain the  
Termination Date w

any individual who within six months prior to the  
Termination Date was an employee or  
consultant of the Company.

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5. **Undertaking**

You agree that in the event of any offer of employment, either during the term of this Schedule or during the continuance in force of any other contract of employment, you will provide to such person, firm or company, for their use and accurate signed copy of this Schedule.

person, firm or company, an offer of employment with the Company or during the term of this Schedule set out above, you will immediately provide to such person, firm or company, for their use and accurate signed copy of this Schedule.

6. **Severability**

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

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

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