

<<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. 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 this document, the terms in the Offer Letter shall prevail except where expressly stated to the contrary.

S  
A  
M  
P  
L  
E

## 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 1996, the Working Time Act 2002, and Working Time Regulations 1998 as amended or enacted at the relevant time.

#### 2. Duties and Job Title

You are employed as a << >>. You will be responsible to <<specify name and title of >>.

#### 3. Date of Commencement/Period of Employment

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

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

**OR**

[Your employment with <<us employer>> which began on <<Full Date>> counts as part of your period of employment with us.]

3.3 In accepting your employment, you are deemed that you have accepted all the terms and conditions of this contract.

3.4 This Contract of Employment is the entire agreement between us and you, superseding any previous agreement whether verbal or written given to you.

3.5 The first <<e.g. 3 months>> of your employment will be a probationary period. During this period, your performance and conduct will be monitored. At the end of the period, your performance will be reviewed and if found satisfactory, your employment will be confirmed.

#### 4. Hours of work

4.1 Your normal working hours shall be << >> am and << >> pm, Monday to Friday, << >> hours for lunch [which must be taken between << >> and << >>].

4.2 In certain circumstances, you may be required to adjust or exceed the hours of work in order to ensure the smooth running of the business in accordance with the terms of the contract.

4.3 [You will be paid for any hours worked in accordance with the terms of the contract.]

requirements of such law on the following basis: <<specify terms>>.]

**5. Place of work**

Your normal place of work

**6. Remuneration**

6.1 You will be paid by credit transfer to your bank account in arrears gross per month.

6.2 Your salary will be paid by credit transfer to your bank account monthly at our discretion.

**7. Collective agreements**

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

**OR**

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

**8. Holidays**

8.1 [You are entitled to <<specify number>> working days holiday in each complete calendar year including statutory and public holidays. All holidays shall be taken as holiday within this entitlement.]

**OR**

[You are entitled to <<specify number>> working days holiday in each complete calendar year including statutory and public holidays. This entitlement provides for the taking of public holidays which you may be required to work according to the needs of the business <<specify needs, staff rota>>].

8.2 [During the first year of employment you shall be entitled to take as much holiday as you are able to take at the time you are entitled to have accrued. For subsequent years you shall be entitled to take in advance at the time you are entitled to have accrued service from your employer the amount of holiday you are entitled to take up to that which you are deemed to have accrued. You shall accrue holiday entitlement monthly <<specify number>> annual entitlement for each month of employment.]

8.3 [In each subsequent year of employment you shall be entitled to take <<specify number>> holidays on the basis of 1/52<sup>nd</sup> of your annual entitlement for each complete week worked and will not be entitled to carry over unused holiday entitlement. This entitlement is subject to the following sub-Clause <<specify number>> shall be taken at times to be agreed with your superior>>. Such agreement is to be obtained before you take your holiday and you shall be responsible for booking yourself to bookings or any other alternative positive arrangements.]

8.4 The holiday year is <<specify year>> to <<specify year>> and you should take your holidays <<specify number>> working days consecutively. Unused holiday entitlement will not be permitted to carry over into the following holiday year except with the written consent of the Company. You will not be entitled to payment for any unused holiday entitlement.]

8.5 You may not take <<specify number>> working days consecutively out of your entitlement without the written consent of the Company.

- 8.6 If you leave our Company, you will, in addition to any other sum representing holiday pay outstanding. If you have accumulated holiday entitlement equivalent to wages, any final payment will be paid to you for these purposes.
- 8.7 [Payments in lieu of statutory holiday entitlement will be made solely at the discretion of the Company.]

## 9. Sickness Absence

- 9.1 In the event of your absence, your immediate superior or someone on your behalf should complete the first day of the absence form.
- 9.2 If the absence is confirmed, the form should be completed within 7 days from the first day of absence. The form will be supplied to you.
- 9.3 A medical certificate must be handed to your immediate superior if you are absent for any period of 7 days or more. [A new medical certificate should be provided for each period of absence.]
- 9.4 For the purposes of the Company's sick pay scheme the agreed 'qualifying days' are Monday to Friday.
- 9.5 [There is no continuity of employment for the purposes of sick pay due to sickness or injury.]

OR

[Provided you complete the sick pay form, you will be paid your normal basic salary for the first 7 days of absence.]

- 9.6 The Company has no obligation to pay sick pay for absences due to reasons for absence other than those specified in the Company's sick pay scheme.

## 10. Maternity and Paternity Rights

The Company will comply with the statutory provisions relating to maternity and paternity rights and rights of dependants. The Company's policies in this regard are set out in the Company's handbook and departmental policies.

## 11. Pension

**EITHER**

[There are no pension arrangements for employees of the Company.]

**OR**

standing holiday entitlement, you may be entitled, be paid a sum representing the number of days holiday entitlement outstanding having taken more than the current holiday year then a sum equivalent to wages for any holiday taken will be deducted from any final payment will be paid to you. A day's holiday pay will be paid to you for annual basic pay.

of holiday leave exceeding the statutory entitlement will be made solely at the discretion of the Company.]

For the purpose of the sick pay scheme the agreed 'qualifying days' are Monday to Friday.

A medical certificate must be handed to your immediate superior if you are absent for any period of 7 days or more. [A new medical certificate should be provided for each period of absence.]

For the purpose of the sick pay scheme the agreed 'qualifying days' are Monday to Friday.

The Company has no obligation to pay sick pay for absences due to reasons for absence other than those specified in the Company's sick pay scheme.

The Company will comply with the statutory provisions relating to maternity and paternity rights and rights of dependants. The Company's policies in this regard are set out in the Company's handbook and departmental policies.

The Company will comply with the statutory provisions relating to maternity and paternity rights and rights of dependants. The Company's policies in this regard are set out in the Company's handbook and departmental policies.

The Company will comply with the statutory provisions relating to maternity and paternity rights and rights of dependants. The Company's policies in this regard are set out in the Company's handbook and departmental policies.

The Company will comply with the statutory provisions relating to maternity and paternity rights and rights of dependants. The Company's policies in this regard are set out in the Company's handbook and departmental policies.

[There are no pension arrangements for employees of the Company.]

S

[The designated pension scheme where e.g. Staff handbook will make a contribution to <<state %>> of your salary]

Details can be found in <<State specify job title>>.[The Company salary. You may contribute up

OR

[If you are eligible, the Company will make a contribution in accordance with the Company's obligations.

When you are enrolled, including the minimum contribution level to make and your right to opt out of contributing in the scheme, you agree to contribute a percentage of your salary.

Full details of the scheme, including the minimum contribution level, if you do not want to join the worker pension contribution scheme.

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

## 12. Retirement

The Company does not require you to retire compulsorily 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.

## 13. Mobility

You may be required to travel or work in any part of the UK.

## 14. Grievance Procedure

The formal Grievance Procedure is set out in the attached document.

Request from <<relevant name and/or department>>.

## 15. Disciplinary Procedure

The disciplinary rules apply to all employees. The Disciplinary Rules and Procedure are set out in the attached document.

## 16. Staff Handbook and Employment Policies

All Staff have a duty to adhere to the Company's policies, including but not limited to Health and Safety, Fire Safety, and Absence and Sickness policies.

## 17. Termination of employment

17.1 During the << notice period >> of us to terminate your employment.

period the notice required by either of us to terminate your employment.

17.2 If your employment is terminated by either of us to terminate your employment.

17.2.1 One month's notice if you have been continuously employed for up to 2 years; and three months' notice if you have been continuously employed for more than 2 years.

A

M

P

L

E

S

A

M

P

L

E

17.2.2 One week's  
completed y

eted year of employment from 2  
12 weeks notice.

17.3 We reserve the ri  
notice.

retion to pay you salary in lieu of

17.4 Nothing in this C  
summarily or othe  
terms of your en  
misconduct by you

om terminating your employment  
ny serious breach by you of the  
ent of any act or acts of gross

## 18. Data Protection

The Company is required to  
and what we do with that  
secure your personal data  
relevant data protection le  
[Company's data protection

onal data that we collect about you  
how we use, store, transfer and  
shall at all times comply with all  
tions imposed on you under the  
ce from time to time in force.

## 19. Lay-Off & Short-Time Work

19.1 The Company has  
working for period  
[Indefinitely\*\*].

ff and/or place you on short-time  
g. up to 3 weeks at a time>>] OR

19.2 [You will not be pa  
does not affect you

which you are laid off; however, this  
utory guarantee pay if you qualify].

OR

[During the period  
normal working hou

the Company will pay you at your

OR

[During the period  
reduced daily rate c

ff the Company will pay you at a  
<<Specify>>].

## 20. Governing Law

These Particulars of Emplo  
with the laws of England and

d by and construed in accordance

Issued for and on behalf of <<Com

Signed: .....

Date:

## Employee

I hereby warrant and confirm that I have read and understood the previous employment terms and conditions, or in any other way, I have not been employed with the Company or performing any of the duties of the Company before. I accept the term of this Agreement.

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

Date:

**\*\*please note that when a lay-off / short-time working occur for an indefinite period, the employee will be entitled to make a claim for redundancy pay after either four consecutive weeks or six weeks of short-time working. Please see Company Policy for more information. (FOR REFERENCE ONLY - PLEASE DELETE THIS FROM THE CONTRACT)**

occur for an indefinite period, the employee will be entitled to make a claim for redundancy pay after either four consecutive weeks or six weeks of short-time working. Please see Company Policy for more information. **(FOR REFERENCE ONLY - PLEASE DELETE THIS FROM THE CONTRACT)**