

<<Company Name>>

Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms and conditions of employment which govern your service with the Company. [Your service with the Company is also subject to the terms contained in the letter offering you employment ("the Offer Letter"). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in the Offer Letter will prevail, except where expressly stated to the contrary.]

TERMS AND CONDITIONS OF EMPLOYMENT

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 “the Company”)
- (2) <<Name of Employee>> of <<Address>> (hereinafter referred to as “you”)

1. General

These terms and conditions include the particulars which the Company is required to provide in accordance with the Employment Rights Act 1996, Employment Act 2002 and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.

2. Date of Commencement/Continuous Employment

2.1 Your period of continuous employment with the Company begins on the <<Date>>.

2.2 [No employment with a previous employer counts as part of your period of continuous employment].

OR

[Your employment with <<Name of Previous Employer>> which began on <<Date>> will count as part of your continuous period of employment with the Company].

2.3 In accepting your appointment, it shall be deemed that you have accepted all the terms and conditions set out in these Terms and Conditions of Employment.

2.4 These Terms and Conditions of Employment annul any previous agreement whether verbal or written given to you at any time.

2.5 The first <<number of>> months 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 appointment will be confirmed. The probationary period may be extended at the Company's discretion. During the probationary period, the full disciplinary and grievance procedure will not apply.

3. Duties

3.1 Your job title is detailed in the Offer Letter, or as may subsequently be notified following any change. In your job position you will perform all acts, duties and obligations and comply with such orders as may be designated by the

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Company which are
may from time to time
others or to take on
assigned duties which

with that position. The Company
firm duties normally undertaken by
duties, however you will not be
perform.

- 3.2 You are required to
for its employees from

ny's rules, regulations and policies

4. Hours of Work

- 4.1 The Company's ba
Normal working hou
one hour for lunch.
necessary.

<<number of>> hours per week.
from << >> to << >>, including
the right to alter working hours as

- 4.2 You may be require
by the Company of
There is no entitlem
worked in excess of
taken into considera

s as and when requested to do so
performance of your work so requires.
uneration for any additional hours
s this obligation has already been
of your salary level.

- 4.3 [The Working Tim
including overtime
(averaged over a 11
limit shall not apply
giving three months

that the average working time
hours in each seven day period
ing this contract you agree that this
te this arrangement at any time by
npany.]

5. Place of Work

Your place of work is the C
also be required to work at
distance of your home. D
required to work at various
travel both within the UK and

ated in << >>. However, you will
mises within reasonable travelling
ur employment you may also be
the Company's customers, and to

6. Accommodation

- 6.1 You will live in <<
Property") for the c
performance of you
This gives you a lic
does not create the
Company. You and
have no right to rem
to an end.

(hereinafter referred to as "the
ment. This is [essential for the
you to better perform your duties].
hises as a service occupier, and it
and tenant between you and the
knowledge and agree that you will
your period of employment comes

- 6.2 You will live in the
Company. Your lic
your contract of em
the Company ends,

ou remain in employment with the
erty will end on the termination of
any. When your employment with
erty.

- 6.3 The Property is to
dependants]. You

d your spouse or partner and any
st or part with occupation of the

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- Property.
- 6.4 The Company may at any time for the purpose of inspecting the Property.
- 6.5 The Company will pay no service charge on the Property. [The Company] [You] will pay for all utility bills and council tax and the cost of telephone bills.
- 6.6 [You will keep the Property in good condition. Any alterations to the Property must be approved by the Company. Items that are lost or damaged must be paid for at the reasonable request of the Company. The Company will not be liable for reasonable wear and tear on the Property or its contents.]

7. Remuneration, Expenses

- 7.1 Your salary is as stated in the contract and is payable monthly <<[eg. in arrears by credit transfer on the << >> day of each month, or on such other date with effect from << >>]>> and you will subsequently be notified.
- 7.2 [At the Company's discretion, your salary will be reviewed annually in <<month>>. You shall not be entitled to a salary review will not necessarily result in a salary increase. Your next salary review will be after notice of your employment.]
- 7.3 You will be paid or reimbursed for reasonable expenses properly incurred by you while performing your duties on behalf of the Company, subject to your producing supporting receipts for such expenses when requested by the Company.
- 7.4 The Company shall pay you during your employment, or in any event on termination of your employment, any unpaid monies due to you under this clause is a general release and is not intended to act as a condition to: <<[eg. in arrears by credit transfer on the << >> day of each month, or on such other date with effect from << >>]>> and you will subsequently be notified.]>>
- 7.4.1 An overpayment of salary, wages, bonus, commission or expenses
- 7.4.2 Annual leave accrued at the date of the termination of your employment or your accrued entitlement
- 7.4.3 Any loans, interest or other financial obligations
- 7.4.4 When you leave the Company, the balance of any training assistance given
- 7.4.5 The market value of any Company property
- 7.5 [You will also be entitled to the Company's Commission or Bonus Plan ("the Plan") from time to time in accordance with the relevant Plan will be supplied to you separately. The Company reserves the right to amend the terms of either or both Plans, or to terminate the Plans, or to substitute other plans.]

8. [Company Car

The Offer Letter will state whether you are entitled to a Company car. If you are entitled to a car allowance, the amount of the allowance, and if you are entitled to a Company car and you will also be issued the terms and conditions which apply to the car.

If you are entitled to a car allowance or to a Company car, the Offer Letter will specify the amount of the allowance or the value of the car in arrears with your salary. If you are entitled to a Company car, the Offer Letter will specify the maximum value of the car and the Company's Car Policy setting out the terms and conditions which apply to the car.

9. Collective agreements

[There are no collective agreements which apply to your employment.]

OR

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

[There are no collective agreements which apply to your employment.]

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

10. Holidays

10.1 You are entitled to a minimum holiday entitlement of 20 days per annum. This does not include public and bank holidays which have been added. This does not include public and bank holidays which have been added. This does not include public and bank holidays which have been added.

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10.2 The holiday year commences on <<specify date>> and finishes on <<specify date>> each year.

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

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

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10.5 Holidays must be taken with the approval of the Company. You must obtain the approval of the Company before you can take any holiday. You must obtain the approval of the Company before you can take any holiday.

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10.6 All holiday must be taken within the holiday year. In exceptional circumstances you may be allowed to carry over holiday entitlement to the next holiday year. This applies for one year only, and any holiday not taken in the next holiday year will be lost.

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10.7 If you are sick or on long-term leave, the Company will allow you to carry over holiday entitlement to the next holiday year. This applies for one year only, and any holiday not taken in the next holiday year will be lost.

10.7 If you are sick or on long-term leave, the Company will allow you to carry over holiday entitlement to the next holiday year. This applies for one year only, and any holiday not taken in the next holiday year will be lost.

- 10.7.1 You must contact your line manager (if possible) as soon as you know you are unable to work due to sickness or injury.
- 10.7.2 The full period of absence due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and
- 10.7.3 Within <<e.g. 3 days>> of returning to work, you must confirm in writing how your absence was affected by sickness or injury and the amount of time you were unable to take at another time. This written notification must include your name and job title>>.

>> in person and by telephone (if possible) as soon as you know your holiday will be affected by sickness or injury.

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11. Sickness Absence

- 11.1 In the event of your absence, you should contact <<specify job title>> at the earliest opportunity on the first day of the absence to inform them of the absence to 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 consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate. A new Fit 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 if the following conditions are met:**

[If you are absent for a period of <<state days>> you are entitled to Statutory Sick Pay (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 are made by the company.]

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

[If you are absent for a period of <<state days>> the requirements are met, you are entitled to company sick pay, for up to a maximum of <<state days>>. Company sick pay is equal to your normal basic salary in accordance with the company sick pay scheme, use this clause:-
- 11.5 The Company has the right to monitor and record absence levels and reasons for absences. Such information is confidential.
- 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

n you or someone on your behalf at the earliest opportunity on the first day of the absence to inform the Company as soon as possible of any change in the date of your expected return to work.

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ason of sickness or incapacity, 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 are made by the company.]

pany sick pay scheme, use this clause:-

acity, and you have complied with the requirements of the company sick pay, for up to a maximum of <<state days>>. Company sick pay is equal to your normal basic salary in accordance with the company sick pay scheme, use this clause:-

record absence levels and reasons for absences. Such information is confidential.

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 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

ch you agree may be disclosed to the Company where it is reasonable to do so

12. Pension

EITHER

[There are no pension arrangements in place for your employment.]

OR

[The designated pension scheme is the <<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. You may contribute up to <<state %>> of your salary.]

OR

[If you are eligible, the Company will contribute to the pension scheme in accordance with the Company's policy.]

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

Full details of the scheme, including the minimum contribution level, can be found in the Staff Handbook. If you do not want to join the scheme, you agree to make a contribution to the worker pension contribution of <<state %>> of your salary.

When you are enrolled, including the minimum contribution level, you agree to make and your right to opt out of the scheme, you agree to make a contribution to the worker pension contribution of <<state %>> of your salary.

The scheme is subject to the Company's policy. The Company may replace the scheme at any time.]

ended from time to time, and the Company may replace the pension scheme at any time.]

13. Retirement

The Company does not operate a compulsory retirement scheme. You may retire voluntarily at any time, provided you give the Company the required period of notice to terminate your employment.

at age and therefore you will not be eligible for a pension. However, you can choose to retire voluntarily at any time, provided you give the Company the required period of notice to terminate your employment.

14. [Health Insurance and Other Benefits]

14.1 You are eligible to participate in the Company's [medical insurance] [death-in-service life assurance] scheme, subject to the terms and conditions of the scheme. Details of the scheme can be found in the Staff Handbook. If you wish to participate in the scheme, you should advise the Company.

any's [medical insurance] [death-in-service life assurance] scheme, subject to the terms and conditions of the scheme. Details of the scheme can be found in the Staff Handbook. If you wish to participate in the scheme, you should advise the Company.

14.2 The Company reserves the right to substitute another scheme for the schemes.

its participation in any scheme or to substitute another scheme for the schemes.

14.3 For the avoidance of doubt, the Company reserves the right to terminate employment without notice, in accordance with the Company's policy.

in any Company scheme as described in Clause 14.3. The Company reserves the right to terminate employment without notice, in accordance with the Company's policy.

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- ## 18. Confidential Information

- © Simply-Docs – EMP.MAN.01 - Manager Employee

18.3 The obligations contained in this clause shall cease to apply to any information or knowledge which subsequently comes into the public domain after the termination of employment, other than by way of unauthorised disclosure.

19. Grievance Procedures

The Company's Grievance Procedure is available on request from <<specify job title>>. This policy does not form part of the terms and conditions of employment.

20. Discipline

20.1 You will be expected to maintain a standard of work performance and conduct at all times which meets the reasonable levels acceptable to the Company, and any disciplinary action which could ultimately result in your dismissal if satisfactory improvements were not forthcoming.

20.2 The disciplinary rules applicable to your employment are set out in the attached Disciplinary Procedure. This policy does not form part of your terms and conditions of employment.

21. Termination of Employment

21.1 During the << >> period the notice required by either party to this Contract of Employment will be one week.

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

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

21.4 The Company reserves the right to offer you compensation in lieu of any notice of termination of employment (to mitigate your loss) which it or you may have received pay in lieu of notice, you will not be entitled to any compensation in respect of any holiday accrued during the notice period.

22. Gardening Leave

The Company reserves the right to require you to attend at work and/or not to undertake all or any of your normal duties during any period of notice of termination, whether given by the Company or you, provided always that the Company shall continue to provide employee benefits (apart from the Company car) in such circumstances.

23. Company Property

On the termination of your employment, you shall immediately return to the Company in accordance with its instructions all property (including but not limited to mobile phones, laptop, specifications, software, motor vehicles, keys, credit cards and passes) and any other property of the Company (including but not limited to company or its associated vehicles, keys, credit cards and passes) which are in your possession or control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause.

immediately return to the Company all correspondence, records, documents, and other documents (and any copies thereof) of the Company or its associated companies, keys, credit cards and passes, and any other property of the Company or its associated companies which are in your possession or control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause.

24. Data Protection

The Company is required to protect your personal data and what we do with that data. We shall at all times comply with all relevant data protection legislation and shall at all times comply with all relevant data protection legislation [Company's data protection policy].

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 at all times comply with all relevant data protection legislation [Company's data protection policy].

25. Changes to Terms and Conditions of Employment

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

These Terms and Conditions of Employment may be amended from time to time and any such change will be notified to you personally in writing.

26. 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 of these Terms and Conditions of Employment.

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 of these Terms and Conditions of Employment.

27. Governing Law

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

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

Signed:

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Employee

previous employment terms and
ent with the Company or
ve. I accept the terms and

Date: << >>

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