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Terms and Conditions of Employment

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<<Date>>

This document contains the main terms of service with the Company. [You are also subject to the terms contained in the letter offering you employment (the "Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.]

of employment which govern your relationship with the Company is also subject to the terms set out in the "Offer Letter". If there should be any ambiguity or discrepancy between this letter and the terms set out in this document, the terms in the Offer Letter shall prevail where expressly stated to the contrary.]

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**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 << >> (hereinafter referred to as “you”)

1. General

These terms and conditions of employment are made in accordance with the law which the Company is required to provide in accordance with the National Minimum Wage Act 1996, Employment Act 2002 and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.

2. Date of Commencement/Continuation of Employment

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

2.2 [No employment with any other employer << >> counts as part of your period of continuous employment with the Company]

OR

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

2.3 In accepting your appointment, you are deemed that you have accepted all the terms and conditions of this Employment.

2.4 These Terms and Conditions shall not annul any previous agreement in writing or otherwise in force at the time.

2.5 The first <<number>> 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, you will be confirmed. The probationary period may be extended at the discretion of the Company. During the probationary period, the full disciplinary procedure will not apply.

3. Duties

3.1 Your job title is detailed in your contract of employment or as may subsequently be notified to you. You will perform all acts, duties and obligations and comply with the instructions as may be designated by the Company which are inherent in or connected with that position. The Company may from time to time require you to perform other normal duties normally undertaken by

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others or to take on any other duties, however you will not be assigned duties which you are not qualified to perform.

duties, however you will not be assigned duties which you are not qualified to perform.

3.2 You are required to comply with the Company's rules, regulations and policies for its employees from the date of your appointment.

Company's rules, regulations and policies

4. Hours of Work

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4.1 The Company's basic working hours are <<number of>> hours per week. Normal working hours are from << >> to << >>, including one hour for lunch. The Company reserves the right to alter working hours as necessary.

<<number of>> hours per week. Normal working hours are from << >> to << >>, including one hour for lunch. The Company reserves the right to alter working hours as necessary.

4.2 However, you may be requested to do so if the proper performance of your work so requires. The Company will be paid extra remuneration for any additional hours worked in excess of the weekly hours, as this obligation has already been taken into account in the determination of your salary level.

additional hours as and when the proper performance of your work so requires. The Company will be paid extra remuneration for any additional hours worked in excess of the weekly hours, as this obligation has already been taken into account in the determination of your salary level.

4.3 [The Working Time Regulations 1998 (including overtime) (averaged over a 17 week period) limit shall not apply to you giving three months notice.]

[that the average working time over a 17 week period shall not exceed <<number of>> hours in each seven day period. By accepting this contract you agree that this arrangement shall apply to you at any time by giving three months notice to the Company.]

5. Place of Work

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5.1 Your place of work shall be <<state>>. You will also be required to travel to <<state>> also be required to travel to <<state>> travelling distance of <<state>> may also be required to travel to <<state>> customers, and to travel to <<state>> and abroad.

places at << >>. However, you will also be required to travel to <<state>> company premises within reasonable travelling distance of <<state>> the course of your employment you may also be required to travel to <<state>> premises belonging to the Company's customers, and to travel to <<state>> and abroad.

5.2 [You may be required to travel to <<state>> [and overseas] on the Company's business.]

[and overseas] on the Company's business.]

6. [Work outside the UK

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6.1 You are required to <<state>> (e.g. state country and duration)>>.

(e.g. state country and duration)>>.

6.2 You will be paid <<state>>.

<<state>>.

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

<<state>> additional payments and benefits>>.]

7. Remuneration and Benefits

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7.1 Your salary is as stated in <<state>> and is payable monthly <<eg. in arrears by credit transfer on the << >> day of each month, or such other date with <<state>> subsequently be notified.

<<state>> and is payable monthly <<eg. in arrears by credit transfer on the << >> day of each month, or such other date with <<state>> subsequently be notified.

7.2 [At the Company's discretion, your salary will be reviewed annually in <<month>>. You should note that this salary review will not necessarily

your salary will be reviewed annually in <<month>>. You should note that this salary review will not necessarily

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result in a salary increase after a review of your salary after notice has been given by the Company.

review of your salary after notice has been given by the Company.

7.3 You will be paid or reimbursed for reasonable expenses properly incurred by you while performing your duties or producing supporting services for the Company.

reasonable expenses properly incurred by you while performing your duties or producing supporting services for the Company, subject to your reimbursement of 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, remuneration or your expenses any amount deducted under this clause is a general deduction. The Company to assess its loss and is not limited to the following items which may include, but are not limited to:

during your employment, or in any event on termination of your employment, remuneration or your expenses any amount deducted under this clause is a general deduction. The Company to assess its loss and is not limited to the following items which may include, but are not limited to:

7.4.1 An overpayment of wages, bonus, commission or expenses;

on, wages, bonus, commission or expenses;

7.4.2 Annual leave accrued at the date of the termination of your employment;

ate of the termination of your employment; your accrued entitlement;

7.4.3 Any loans, interest or charges;

ans;

7.4.4 When you leave the Company, the balance of any training assistance given;

balance of any training assistance given;

7.4.5 The market value of any Company property.

Company property.

7.5 [You will also be entitled to the Company's Commission or Bonus Plan (as notified to you from time to time in force. Details of the Plan and the terms of the Plan, or to terminate the Plan, will be supplied to you separately.]

to the Company's Commission or Bonus Plan (as notified to you from time to time in force. Details of the Plan and the terms of the Plan, or to terminate the Plan, will be supplied to you separately.]

7.6 [You will be entitled to health insurance/permanent health insurance/details of the policy.]

health insurance/permanent health insurance/permanent health insurance/permanent health insurance details of the policy.

7.7 Your entitlement to health insurance OR after the satisfactory completion of your probationary period.

ence <<state e.g. on your first day of employment>>. probationary period>>.

7.8 The organisation reserves the right to vary your entitlement to these benefits at any time.]

your entitlement to these benefits at any time.]

8. [Company Car

The Offer Letter will state whether you are entitled to a Company car. If you are not entitled to a car allowance, the amount of the allowance, you will also be entitled to a Company car and you will also be entitled to the terms and conditions of the Company's Car Policy setting out the terms and conditions of the car.]

entitled to a car allowance or to a car. If you are not entitled to a car allowance, the amount of the allowance, you will also be entitled to a Company car and you will also be entitled to the terms and conditions of the Company's Car Policy setting out the terms and conditions of the car.]

9. Collective Agreements

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

r employment.]

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

collective agreement <<specify relevant agreement>>.

10. Holidays

10.1 You are entitled to a minimum holiday entitlement of 20 days per year. This does not include public and bank holidays. This entitlement is subject to the employer's discretion.

es the statutory minimum holiday entitlement of 20 days per year. This does not include public and bank holidays, which may be given at the discretion of the employer over the complete calendar year, including public and bank holidays.

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

d finishes on <<specify date>> each year.

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

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

10.4 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.

10.4.1 you have accrued holiday entitlement, the Company will deduct a pro-rated amount from the payment of your final salary.

holiday entitlement, the Company will deduct a pro-rated amount from the payment of your final salary. If you have taken holiday in excess of your entitlement, the Company may, at its discretion, make a deduction from the payment of your final salary.

10.4.2 you have accrued holiday entitlement, the Company will deduct a pro-rated amount from the payment of your final salary.

Following the termination of your employment, the Company may, at its discretion, make a deduction from the payment of your final salary for any holiday taken in excess of your entitlement.

10.5 Holidays must be taken in advance of the Company's discretion. You must obtain approval of proposed holiday from <<specify job title>>. You will not be allowed to take more than <<specify number>> weeks at any one time, save at the Company's discretion. If you do not obtain approval, your request for holiday will not be considered.

to the Company. You must obtain approval of proposed holiday from <<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. If you do not obtain approval, your request for holiday will not be considered.

10.6 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be allowed to take up to <<specify number>> days untaken holiday entitlement to the next holiday year. This entitlement to the next holiday year may not be exercised if you have taken more than <<specify number>> days of holiday in the current holiday year.

which it is accrued. In exceptional circumstances you may be allowed to take up to <<specify number>> days untaken holiday entitlement to the next holiday year. This entitlement to the next holiday year may not be exercised if you have taken more than <<specify number>> days of holiday in the current holiday year.

10.7 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.

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.

10.7.1 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 your absence.

>> in person and by telephone (if possible) as soon as you are fit to do so. Your holiday will be affected by your absence.

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 you must confirm your holiday request in person and by telephone (if possible) as soon as you are fit to do so.

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.

10.7.3 Within <<specify number>> days of your return to work, you must confirm in writing how your holiday was affected by sickness or injury and the amount of holiday you wish to take at another time. This written confirmation must be from <<specify job title>>.

urn to work, you must confirm in writing how your holiday was affected by sickness or injury and the amount of holiday you wish to take at another time. This written confirmation must be from <<specify job title>>.

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11. Other paid leave

- 11.1 Any maternity, paternity or parental or parental bereavement leave will be paid at your normal rate/your normal 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.

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12. Training

- 12.1 You will be required to undergo training in respect of: <<state details>> e.g. health and safety.
- 12.2 You may be required to undergo additional 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 any voluntary training: <<give details>>.

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13. Sickness Absence

- 13.1 In the event of your absence you should contact <<specify contact person>> or you or someone on your behalf should contact <<specify contact person>> 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.
- 13.2 A self-certification form will be required for absences of up to seven days. The form will be available on the Company intranet.
- 13.3 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 a GP Note / Medical Certificate from a Consultant. You must provide a Fit Note / Medical Certificate periodically as required by the Company.
- 13.4 **EITHER - When the Company has a contractual right to sick pay; employee will only receive SSP unless otherwise stated**

[If you are absent for a period of more than seven consecutive days for a reason of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP) provided that you have met the requirements above. The maximum amount of SSP is £94.25 per week. The 'qualifying days' are <<state details>>. There is no contractual right to payment in respect of sickness or incapacity. Any such payments are in addition to SSP.]

OR - When the Company has a contractual sick pay scheme, use this clause:-

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

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13.5 The Company has t
for absences. Such

record absence levels and reasons
confidential.

13.6 The Company ma
medical practitioner
you agree to autho
detailing the results
the Company. The
Such an examinatio
reasonable to do so

go a medical examination by a
y stage of your employment, and
itioner to prepare a medical report
ch you agree may be disclosed to
cost of such medical examination.
ted by the Company where it is

13.7 For the avoidance of
employment under
at any time, notwith

reserves the right to terminate your
mination of Employment Clause>>
e in receipt of sick pay.

14. Pension

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

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

OR

[If you are eligible, the C
accordance with the Comp

you into a pension scheme, in
ment obligations.

Full details of the schem
minimum contribution level
if you do not want to join th
worker pension contribution

n you are enrolled, including the
to make and your right to opt out
ating in the scheme, you agree to
our salary.

The scheme is subject to
Company may replace the

ended from time to time, and the
nsion scheme at any time.]

15. Retirement

The Company does not c
compulsorily retired on rea
voluntarily at any time, pro
of termination of your empl

ment age and so you will not be
However, you can choose to retire
pany the required period of notice

16. [Health Insurance and Ot

16.1 You are eligible to p
service life assurance
terms and condition
Details of the sche
not wish to particip
immediately.

y's [medical insurance] [death-in-
nsurance] scheme, subject to the
at are from time to time in force.
m <<specify job title>>. If you do
you should advise the Company

16.2 The Company rese

e its participation in any scheme or

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substitute another s
the schemes.

benefits available to you under any of

16.3 For the avoidance
described in Claus
terminate employm
notice, in accordanc

in any Company scheme as
judice to the Company's right to
and at any time, with or without

17. Maternity Leave

The Company will comply
The Company's Maternity L

ons in respect of Maternity Leave.
from <<specify job title>>.

18. Paternity Leave

The Company will comply
The Company's Paternity L

ons in respect of Paternity Leave.
from <<specify job title>>.

19. Exclusivity of Service

19.1 You are required to
duties during workin
all times.

attention and abilities to your job
the best interests of the Company at

19.2 You must not, with
directly or indirect
undertaking where
Company or where
duties. [However,
investment purpose
Exchange. If the ho
Directors of the Cor

of the Company, be in any way
ned in any other business or
n conflict with the interests of the
ect the efficient discharge of your
% of any class of securities for
is quoted on a recognised Stock
the prior approval of the Board of
d.]

20. Confidential Information

20.1 You shall neither d
of your duties) nor
directly or indirectly
company, business
company, business

except in the proper performance
mit) after the termination thereof,
ses or those of any other person,
ation, or disclose to any person,
on,

20.1.1 any trade s
belonging to
not limited to
or requireme
information,
financial info
information,

business information relating or
sociated companies, including but
lating to customers, customer lists
g structures , marketing and sales
ealings, employees or officers,
signs, formulae, specific technical

20.1.2 any docume
have been t
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", or any information which you
which you might reasonably expect
idential, or any information which

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has been given
confidence by

or any associated company in
or other persons.

20.2 You shall not at any time
any notes or memoranda
Company's business
Company.

employment with the Company make
matter within the scope of the
otherwise than for the benefit of the

20.3 The obligations of confidentiality
information or knowledge
domain after the termination of
unauthorised disclosure.

shall cease to apply to any
subsequently come into the public
employment, other than by way of

21. Grievance Procedures

The Company's Grievance Procedure is
job title>>. This policy does not

available on request from <<specify
>> terms and conditions of employment.

22. Discipline

22.1 You will be expected to maintain
conduct at all times consistent
to the Company, your failure to do so
result in dismissal if necessary.

standard of work performance and
the reasonable levels acceptable
disciplinary action which could ultimately
if no satisfactory results were not forthcoming.

22.2 The disciplinary rules set out in the
attached Disciplinary Procedure apply to
your terms and conditions of employment.

employment are set out in the
This policy does not form part of

23. Termination of Employment

23.1 During the <<same as probationary period>>
notice required by the Company
will be one week.

> months probationary period the
may terminate your employment

23.2 After the successful completion of the
probationary period, your employment
may be ended by the Company
Company will give you one month's
continuous service, you will be entitled to
year of service up to three years' notice.

probationary period, your employment
by one month's written notice. The
written notice and after four years'
notice for each additional complete
years' notice.

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

option to pay you salary in lieu of

23.4 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 acts of gross misconduct by
you.

from terminating your employment
serious breach by you of the terms
act or acts of gross misconduct by

24. Gardening Leave

The Company reserves the right to require you
undertake all or any of your normal duties

to attend at work and/or not to
during any period of notice of

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termination, whether given
Company shall continue to
the Company car) in such

provided always that the
provide employee benefits (apart from

25. Company Property

On the termination of your
in accordance with its
specifications, software, m
thereof) and any other
Companies (including but
passes) which are in your
the Company, confirm in v
this Clause 25.

Immediately return to the Company
ment, correspondence, records,
other documents (and any copies
the Company or its associated
pany car], keys, credit cards and
control. You will, if so required by
plied with your obligations under

26. [Staff Handbook and Emp

All Staff have a duty to ad
force, including but not ex
Sickness and Absence and

other policies from time to time in
s Health and Safety, Fire Safety,
olicies.]

27. Data Protection

The Company is required t
and what we do with tha
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.

28. Changes to Terms and C

The Company may amea
document [<<and in the E
will be notified to you persc

nt
he terms and conditions in this
/Manual>>] and any such change
generally applied, by notice.

29. Severability

The various provisions an
Employment are severable,
thereof is held to be invalid
then such invalidity or unen
the remaining provisions or s

hese Terms and Conditions of
sub-provision or identifiable part
ny court of competent jurisdiction
ect the validity or enforceability of
ble parts.

30. Governing Law

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

and construed in accordance with

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

Signed:

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Employee

I hereby warrant and confirm that I have not been employed by the Company or any of its subsidiaries in the last 12 months, or in any other way performing any of the duties of the position above. I accept the terms and conditions of this Agreement.

previous employment terms and conditions of any previous employment with the Company or any of its subsidiaries above. I accept the terms and conditions of this Agreement.

Signed:

Date: << >>

<<Name of Employee>>

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