

<<Company Name>>

Terms and Conditions of Employment

<<Employee Name>>

<<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. 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. [You are also subject to the terms contained in the letter offering you employment. If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.]

BETWEEN

- (1) <<Name of Company>> a company registered in <<England and Wales>> under registration number << >> whose principal place of business 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**

These Terms and Conditions of Employment provide its employees with the main terms and conditions of their employment as required by law and compliant with the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended. The Company pursues its obligation to provide its employees with the main terms and conditions of employment pursuant to its obligation to comply with the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended at the relevant time.

2. Duties and Job Title

- 2.1 You are employed by the Company in the capacity of <<job description and/or brief summary of duties>>.
- 2.2 The Company reserves the right to alter your duties and responsibilities at any time and from time to time in accordance with the needs of the Company's business.

3. Date of Commencement / Period of Employment

- 3.1 Your employment will commence on <<date>> and your period of continuous employment will be << >> [began on that date and no other period] OR [began on <<relevant date>>].]

- 3.2 **EITHER - If the employment is for a fixed term** use this clause:-
[Your employment is for a fixed term and is currently expected to continue only until <<date>>. Your employment is subject to termination by either party giving <<number of days/weeks etc>> notice in writing of termination. Alternatively, your employment may be summarily terminated if you are found guilty of gross misconduct.]

OR - If the employment is for an indefinite period, use this clause:-

[Your employment is for an indefinite period and may be terminated at any time by either party giving to the other <<notice period>> notice in writing.]

<<number of days/>
employment. Altern
where you are found

OR - If the employ

[The first <<numbe
period during which
period may be exte
period, the full disci

During the << >>
party to this Contrac

3.3 Following the end
may be ended by w

Notice to be given by the

Length of continuous ser
From 1 month up to 2 years
From 2 years up to 12 years
12 or more years

Notice to be given to the

Length of continuous ser
Less than one month
One month onwards

3.4 Nothing in this Co
summarily or otherw
of your employment
you.]

3.5 [The Company rese
termination of empl
is required to give.
be entitled to any
would otherwise ha

4. Place of Work

4.1 Your normal place
you may from time

ting of the termination of your
t may be summarily terminated
uct.]

Choose this suite of clauses:

oyment will be a probationary
e assessed. The probationary
discretion. During the probationary
cedure will not apply.

period the notice required by either
oyment will be one week.

od, your contract of employment

Period of notice
one additional week for s year of employment in ears

Period of notice

m terminating your employment
erious breach by you of the terms
act or acts of gross misconduct by

mpensation in lieu of any notice of
duty to mitigate your loss) which it
d pay in lieu of notice, you will not
in respect of any holiday which
tice period.]

ny's premises at <<address>> but
to travel on the business of the

9.2 [The Company also
leave>>.]

9.3 Please see the Compa

tails of other paid non-statutory

urther information.

10. Training

10.1 You will be required to
health and safety traini

training in respect of: << state e.g.

10.2 You may be required to
discretion and will b
training.

ning at the Company's
e of pay for any compulsory

10.3 You will not be paid for

g training: <<give details>>.

11. Sickness Absence

11.1 In the event of you
should contact <<s
of the absence to in
the Company as so
return to work.

n you or someone on your behalf
earliest opportunity on the first day
on for absence. You must inform
ange in the date of your expected

11.2 A self-certification
days. The form will

ted for absences of up to seven

11.3 For periods of sic
weekends, you will
Note') / Medical Ce
Note / Medical Ce
Company.

ven consecutive days, including
Statement of Fitness for Work ('Fit
o <<specify job title>>. A new Fit
t periodically as required by the

11.4 **EITHER - When the
only receive SSP u**

right to sick pay; employee will

[If you are absent f
you are entitled to
requirements abov
days' are <<state d
to payment in respe
such payments are

reason of sickness or incapacity,
(), provided that you have met the
the SSP scheme the 'qualifying
ay>>. There is no contractual right
due to sickness or incapacity. Any
company.]

**OR – When the co
clause:-**

company sick pay scheme, use this

[If you are absent t
the requirements a
maximum of << >>
normal basic sala
accordance with the

acity, and you have complied with
company sick pay, for up to a
ear. Company sick pay is equal to
receive Statutory Sick Pay in

11.5 The Company has t
for absences. Such

record absence levels and reasons
confidential.

11.6 The Company ma
medical practitioner
you agree to autho

go a medical examination by a
y stage of your employment, and
tioner 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 required by the Company where it is reasonable to do so.

which you agree may be disclosed to the Company at the cost of such medical examination. Such an examination may be required by the Company where it is reasonable to do so.

12. Smoking

The company has a strict no smoking policy throughout the building. [\[You may smoke in designated areas only.\]](#)

throughout the building. [\[You may smoke in designated areas only.\]](#)

13. Security and Stock Control

As your appointment requires you to handle money and alcohol, you should be aware that security checks will be carried out on a regular basis. If stock or money is unaccounted for, this may result in disciplinary action being taken.

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14. Right of Search

The Company may search you and your belongings on reasonable grounds to believe you have alcohol or drugs without your permission or has reasonable grounds to believe you are in possession of alcohol or drugs. By signing this contract, you agree to this.

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15. Dress Code

The Company's uniform or dress code (as specified in the contract) must be followed at all times.

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16. Drug and Alcohol Policy

16.1 It is the responsibility of all employees to ensure, as far as reasonably practical, the health and safety of all employees. Employees who are under the influence of alcohol or drugs whilst at work may adversely affect their own safety and the safety of others.

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16.2 If the Company has reasonable grounds to believe you are under the influence of alcohol and/or drugs, the Company has the right to carry out a random breath test on you. Tests will only be undertaken if you have given your consent to this. [\[A copy of the Company's Drug and Alcohol Policy can be obtained from <<specify job title>>\]](#)

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17. Other Work

The Company recognises that you may wish to take on additional paid work with another employer. However, you will not take on any additional paid work with another employer without the written approval of the Company.

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the Company.

18. Mobile Phones

Mobile phones are not all provided with the exception of management staff.

19. Pension

[The designated pension scheme is <<specify job title>>. Details can be found in <<State where e.g. Staff handbook 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 your pension in accordance with the Company's pension scheme. Details can be found in <<State where e.g. Staff handbook specify job title>>]. [The Company will contribute to your pension in accordance with the Company's pension scheme. Details can be found in <<State where e.g. Staff handbook specify job title>>].

Full details of the scheme, including the minimum contribution level, are available in <<State where e.g. Staff handbook specify job title>>. If you do not want to join the scheme, you agree to contribute to the worker pension contribution of <<state %>> of your salary.

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

20. Confidentiality

You will not at any time either before or after your employment use or divulge to any person, firm or company information identifying or relating to the Company, details of which are confidential.

21. Collective Agreements

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

OR

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

22. Maternity and Paternity Rights

The Company will comply with the relevant statutory provisions with respect to maternity and paternity rights and rights of dependants. The Company's policies in this regard are available in <<specify job title>>.

23. Grievance Procedure

The formal grievance procedure shall be on request from <<specify job title>>.

24. Disciplinary Procedure

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

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

26. Changes to Terms and Conditions of Employment

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

27. Severability

The various provisions of this Statement shall be 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 remaining provisions or identifiable parts.

28. Governing Law and Jurisdiction

This Statement shall be governed by and construed in accordance with the laws of England and Wales.

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

Signed:

I acknowledge receipt and confirm that the above terms and conditions constitute my contract of employment

Signed:
<<Name of Employee>>

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