

<<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 the job (the "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 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 “our”)
- (2) <<Name of Employee>> of << >> (hereinafter referred to as “you”)

IT IS AGREED as follows:

1. General

These Terms and Conditions are provided to you by the Company pursuant to its obligation to provide its employees with the main terms and conditions of their employment as required by the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended. The Company's 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 vary your duties and responsibilities at any time and from time to time in order to meet the needs of the Company's business.

3. Date of Commencement of Employment

- 3.1 Your employment with the Company 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 employee is currently employed by the Company, use this clause:-**
- [Your employment with the Company will continue only until <<date>> and your employment is subject to termination by either party giving <<number of days/weeks etc>> notice in writing of the termination. Alternatively, your employment may be summarily terminated where you are found guilty of gross misconduct.]

OR - If the employee is not currently employed by the Company, use this clause:-

[Your employment with the Company will terminate on <<date>>. It may be terminated at any time by either party giving to the other <<number of days/weeks etc>> notice in writing of the termination of your employment. Alternatively, your employment may be summarily terminated where you are found guilty of gross misconduct.]

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OR - If the employ

of this suite of clauses:

[The first <<number>> period during which the employee will be assessed. The probationary period may be extended at the discretion of the employer. During the probationary period, the full disciplinary procedure will not apply.

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

3.3 Following the end of the probationary period, your contract of employment may be ended by written notice.

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Notice to be given by the employee

Length of continuous service	Period of notice
From 1 month up to 2 years	One week
From 2 years up to 12 years	Two weeks plus one additional week for each year of employment in excess of 2 years
12 or more years	Four weeks

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Notice to be given to the employer

Length of continuous service	Period of notice
Less than one month	One week
One month onwards	Two weeks

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

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

3.5 [The Company reserves the right to terminate your employment without notice (or in lieu of notice) if you are guilty of a serious breach of the terms of your employment or acts of gross misconduct by you. If you are terminated without notice or in lieu of notice, you will not be entitled to any holiday pay in respect of any holiday which you would otherwise have accrued but not taken during your notice period.]

The Company reserves the right to terminate your employment without notice (or in lieu of notice) if you are guilty of a serious breach of the terms of your employment or acts of gross misconduct by you. If you are terminated without notice or in lieu of notice, you will not be entitled to any holiday pay in respect of any holiday which you would otherwise have accrued but not taken during your notice period.]

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4. Place of Work

Your normal place of work will be the premises at <<address>> but you may from time to time be required to work inside and outside the United Kingdom at such other place within the United Kingdom as the Company may reasonably request from time to time.

premises at <<address>> but you may from time to time be required to work inside and outside the United Kingdom at such other place within the United Kingdom as the Company may reasonably request from time to time.

5. [Work outside the UK

5.1 You are required to work <<state country and duration>>.

<<state country and duration>>.

5.2 You will be paid <<gross salary>>.

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

<<additional payments and benefits>>.]

6. Hours of Work

6.1 You will normally work <<hours>> hours each week. Your normal working hours and <<staff rota>> which will be supplied to you at the commencement of, and during, your employment.

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6.2 Your normal daily working hours will not exceed an average of eight hours per day (averaged over a week) in accordance with <<relevant legislation>>.

Your normal daily working hours will not exceed an average of eight hours per day (averaged over a week) in accordance with <<relevant legislation>>.

6.3 In certain circumstances the Company may require you to adjust or exceed these hours in order to ensure the smooth operation of the business in accordance with these terms of employment are provided.

In certain circumstances the Company may require you to adjust or exceed these hours in order to ensure the smooth operation of the business in accordance with these terms of employment are provided.

7. Remuneration and Benefits

7.1 You will be paid <<gross salary>> arrears normally on <<e.g. the last Friday of each month>>. Payment will be made by <<method>> to a bank or building society account nominated by you.

<<gross salary>> arrears normally on <<e.g. the last Friday of each month>>. Payment will be made by <<method>> to a bank or building society account nominated by you.

7.2 [You will not be entitled to payment for hours worked outside your normal weekly hours <<state>>.] OR [You will be paid for any overtime worked in accordance with the requirements of Clause 5 on the following basis: <<state>>.]

[You will not be entitled to payment for hours worked outside your normal weekly hours <<state>>.] OR [You will be paid for any overtime worked in accordance with the requirements of Clause 5 on the following basis: <<state>>.]

7.3 [The Company's policies <<is set out in the attached document / is in your contract of employment>>.]

[The Company's policies <<is set out in the attached document / is in your contract of employment>>.]

7.4 [At the Company's <<month>>. You shall be entitled to a salary review <<state>> result in a salary increase <<state>> has been given by <<state>>.]

[At the Company's <<month>>. You shall be entitled to a salary review <<state>> result in a salary increase <<state>> has been given by <<state>>.]

7.5 The Company is authorised to deduct <<state>> from your salary.

The Company is authorised to deduct <<state>> from your salary.

7.6 [You will be entitled to <<state>> insurance/permanent health <<state>>.]

[You will be entitled to <<state>> insurance/permanent health <<state>>.]

7.7 Your entitlement to <<state>> on your first day of employment.

Your entitlement to <<state>> on your first day of employment.

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OR after the satisfactory completion of your probationary period>>.

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

8. Holidays

8.1 You are entitled to the statutory minimum holiday entitlement of 20 days per annum. Public and bank holidays have been added. This does not include public holidays, which may be given at the employer's discretion. The holiday year runs for a complete calendar year, including bank and public holidays.

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

8.3 If your employment terminates part way through the holiday year, your holiday entitlement will be calculated accordingly.

8.4 If, on termination of your employment, you have accrued holiday entitlement, the Company will deduct a pro-rated amount from your holiday entitlement on the basis of <<specify calculation>>. If you have accrued holiday entitlement, the Company may, at its discretion, require you to take holiday during your notice period or make a payment in lieu of holiday entitlement.

8.5 Holidays must be taken with the approval of the Company. You must obtain the approval of proposed leave 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. Public holidays until your request for approval has been received.

8.6 All holiday must be taken within the year in which it is accrued. In exceptional circumstances you may be allowed to carry forward up to << 5 >> days untaken holiday entitlement to the following year. This provision applies for one year only, and any unused holiday will lapse at the end of the subsequent holiday year.

8.7 If you are sick or injured during your holiday, the Company will allow you to transfer to sick leave or injury leave. This is subject to the usual conditions and is strictly subject to the usual conditions.

8.7.1 You must confirm your absence >> in person and by telephone (if possible) as soon as you are able. If your holiday will be affected by sickness or injury, you must confirm this as soon as possible.

8.7.2 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 provide a copy of the certificate to the Company.

8.7.3 Within <<e.g. 7 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 notification must be submitted to <<specify job title>>.

9. Other paid leave

9.1 Any maternity, paternity, adoption, parental or parental

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bereavement leave rate of pay>>.

e.g. the statutory rate/ your normal

9.2 [The Company also leave>>.]

of other paid non-statutory

9.3 Please see the Com

for further information.

10. Training

10.1 You will be required e.g. health and safe

ing training in respect of: << state

10.2 You may be required discretion and will b training.

training at the Company's of pay for any compulsory

10.3 You will not be paid

ing 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.

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

11.4 EITHER - When th only receive SSP u

right to sick pay; employee will

[If you are absent f you are entitled to requirements above 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:-

pany 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

go a medical examination by a

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

any stage of your employment, and
itioner to prepare a medical report
which you agree may be disclosed to
cost of such medical examination.
ed by the Company where it is

12. Smoking

The Company has a strict
[smoke in designated areas](#)

throughout the building. [\[You may](#)

13. Security and Stock Control

As your appointment requ
aware that security checks
unaccounted for, this may c

money and alcohol, you should be
regular basis. If stock or money is
to disciplinary action being taken.

14. Right of Search

The Company may search
reasonable grounds to b
permission or has reasona
signing this contract, you a

bags [\[lockers\]](#) and cars if it has
goods have been taken without
alcohol are in your possession. By
this.

15. Dress Code

The Company's uniform or

d) must be followed at all times.

16. Drug and Alcohol Policy

16.1 It is the responsib
practical, the health
are under the influen
affect their own safe

to ensure, as far as reasonably
of all employees. Employees who
alcohol whilst at work may adversely
agues.

16.2 If the Company ha
alcohol and/or drug
out a random breat
with management a
consent to this. [\[A](#)
[from <<specify job t](#)

at you are under the influence of
the Company has the right to carry
ou. Tests will only be undertaken
this contract, you are giving your
[and Alcohol Policy can be obtained](#)

17. Maternity and Paternity R

The Company will comply
paternity rights and rights

ons with respect to maternity and
for dependants. The Company's

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policies in this regard are a

<<specify job title>>.

18. Other work

The Company recognises work with another employer. You will not take on any additional paid work with another employer if you have not obtained the written approval of the Company.

on, wish to take on additional paid work with another employer, you will not take on any additional paid work with another employer if you have not obtained the written approval of the Company.

19. Pension

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

Details can be found in <<State pension scheme>>. [The Company will make a contribution to <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

OR

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

When you are enrolled, including the minimum contribution level, and your right to opt out of the scheme, you agree to contribute to the pension scheme at any time.]

Full details of the scheme, including the minimum contribution level, and your right to opt out of the scheme, you agree to contribute to the worker pension contribution at any time.]

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

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20. Confidentiality

You will not at any time either before or after your employment by the Company, details of which

you are not to use or divulge to any person, firm or company in the course of your duties during your employment by the Company, details of which

21. Collective Agreements

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

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

OR

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

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

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22. Grievance Procedure

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

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23. Disciplinary Procedure

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

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24. 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. [Company's data protection policy] shall be in force from time to time in force.

25. Changes to Terms and Conditions

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 will be generally applied, by notice.

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26. 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 other provisions or identifiable parts.

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27. Governing Law and Jurisdiction

This Statement shall be governed 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 I have read and understood the above terms and conditions and they constitute my contract of employment.

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Signed:
<<Name of Employee>>

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