

<<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 (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 employment 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 document and the terms set out in the Offer Letter, the terms in the Offer Letter shall prevail where expressly stated to the contrary.]



TERMS AND

EMPLOYMENT

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

IT IS AGREED as follows:

1. General

These Terms and Conditions provide its employees with their employment as required to be compliant with the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended from time to time. The Company provides this employment pursuant to its obligation to provide its employees with the main terms and conditions of employment in accordance with the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended from time to 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 accordance with the needs of the Company's business.

3. Date of Commencement of Employment

- 3.1 Your employment will commence on <<date>> and your period of continuous employment will be << >> days. Your period of employment counts towards that period.
 - [began on that date and your period of continuous employment counts towards that period]
 - OR**
 - [began on <<relevant date>> and your period of continuous employment counts towards that period]

- 3.2 **EITHER - If the employee is employed on a fixed term basis, 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 on <<number of days/weeks etc>> days/weeks notice in writing of the termination date. Alternatively, your employment may be summarily terminated if you are found guilty of gross misconduct.]

OR - If the employee is employed on an indefinite basis, use this clause:-

[Your employment is for an indefinite term and may be terminated at any time by either party giving to the other <<notice period>> days/weeks notice in writing of the termination date. It may be terminated on <<date>>. It may be terminated by either party giving to the other <<notice period>> days/weeks notice in writing of the termination date.]

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<<number of days/weeks>> of your employment. Alternatively, you may be summarily terminated where you are found to be in breach of this contract.]

of the termination of your employment. Alternatively, you may be summarily terminated where you are found to be in breach of this contract.]

OR - If the employment is for a probationary period:

Under this suite of clauses:

[The first <<number of weeks>> of your employment will be a probationary period during which you will be assessed. The probationary period may be extended at the discretion of the Company. During the probationary period, the full disciplinary procedure will not apply.

employment will be a probationary period during which you will be assessed. The probationary period may be extended at the discretion of the Company. During the probationary period, the full disciplinary procedure will not apply.

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

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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 plus one additional week for each year of employment in excess of 12 years |

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|------------------------------|---|
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| 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 plus one additional week for each year of employment in excess of 12 years |

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 |

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

3.4 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise if you are in breach of any of the terms of your employment contract or acts of gross misconduct by you.]

Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise if you are in breach of any of the terms of your employment contract or acts of gross misconduct by you.]

3.5 [The Company reserves the right to terminate your employment summarily or otherwise if you are in breach of any of the terms of your employment contract or acts of gross misconduct by you. In lieu of any notice of termination of employment (including your duty to mitigate your loss) which it is required to give, you will not be entitled to any compensation in respect of any holiday which you would otherwise have accrued but not taken during the notice period.]

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4. Place of Work

Your normal place of work is at <<address>> but you may from time to time be required to travel to other places within the United Kingdom or to perform your duties at such other place within the United Kingdom as the Company may require from time to time.

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5. [Work outside the UK

- 5.1 You are required to <<state country and duration>>.
- 5.2 You will be paid <<state country and duration>>.
- 5.3 You will also receive <<state country and duration>> additional payments and benefits>>.]

g. state country and duration>>.

additional payments and

6. Hours of Work

- 6.1 You will normally work <<state hours>> hours each week. Your normal working hours and <<state hours>> by <<e.g. the staff rota>> which will be supplied to you at the commencement of, and during, your employment.
- 6.2 Your normal daily working hours will not exceed an average of eight hours per day (averaged over a week) with one or two thirty minute breaks in accordance with <<state hours>>.
- 6.3 In certain circumstances the Company may try to adjust or exceed these hours in order to ensure that the requirements of your employment are properly met in accordance with these terms of

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7. Remuneration and Benefits

- 7.1 You will be paid <<state amount>> arrears normally on <<e.g. the last Friday of each month>> of £<< >> gross per month/week. Payment will be made by <<state method>> credit transfer 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 amount>>.] OR [You will be paid for any overtime worked in accordance with the requirements of Clause 5 on the following basis: <<state amount>>.]
- 7.3 [At the Company's <<state frequency>> salary review will be reviewed annually in <<state month>>. You shall <<state result>> result in a salary increase of <<state percentage>> or review of your salary after notice <<state notice period>> has been given by the Company for our employment.]
- 7.4 The Company is authorised to deduct <<state amount>> contributions due to it from your salary.
- 7.5 [You will be entitled to <<state amount>> insurance/ permanent health <<state details>>.]
- 7.6 Your entitlement to <<state amount>> OR after the satisfactory completion of your <<state period>> probationary period>>.
- 7.7 The organisation reserves the right to <<state amount>> your entitlement to <<state amount>> these benefits at any time.

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will be reviewed annually in <<state month>>. You shall <<state result>> result in a salary increase of <<state percentage>> or review of your salary after notice <<state notice period>> has been given by the Company for our employment.]

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8. Holidays

- 8.1 You are entitled to the statutory minimum holiday entitlement of 20 days per year. Public and bank holidays have been added. This does not include public holidays, which may be given at the employer's discretion. Public holidays, which may be given at the employer's discretion, are included in the 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 pro-rated accordingly.
- 8.4 If, on termination of employment, you have accrued holiday entitlement, the Company will deduct any holiday taken in excess of your entitlement from the basis of <<specify calculation>> and make a deduction from the pay. If you have not taken any holiday during your notice period or holiday entitlement, the Company may, at its discretion, require you to take holiday during your notice period or holiday entitlement.
- 8.5 Holidays must be taken with the approval of 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 Company's discretion for public holidays until your request for approval has been received.
- 8.6 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be allowed to take up to << 5 >> days untaken holiday entitlement to the <<specify period>>. This applies for one year only, and subsequent holiday year.
- 8.7 If you are sick or injured, the Company will allow you to transfer to sick leave or injury leave at a later date. This is strictly subject to the approval of the Company.
- 8.7.1 You must confirm your holiday <<specify job title>> in person and by telephone (if possible) as soon as you are able to do so. Your holiday will be affected by sickness or injury.
- 8.7.2 The full period of holiday due to sickness or injury must be certificated by a medical practitioner, [where it exceeds seven days;] and confirmed in writing.
- 8.7.3 Within <<e.g. 14 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 will take at another time. This written notification must be confirmed by <<specify job title>>.

9. Other paid leave

- 9.1 Any maternity, paternity, bereavement leave or parental or parental bereavement leave shall be paid at the rate of pay>> e.g. the statutory rate/ your normal rate of pay>>.
- 9.2 [The Company also provides] <<specify details>> of other paid non-statutory leave.

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leave>>.]

9.3 Please see the Company's Policy on Sick Leave for further information.

10. Training

10.1 You will be required to attend training in respect of: << state the nature of the training, e.g. health and safety >>

10.2 You may be required to attend training at the Company's discretion and will be entitled to receive full pay for any compulsory training.

10.3 You will not be paid for any voluntary training: <<give details>>.

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11. Sickness Absence

11.1 In the event of your absence due to sickness you or someone on your behalf should contact <<specify name of person to contact>> 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 if there is 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.

11.3 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 to <<specify job title>>. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.

11.4 EITHER - When the employee is entitled to a right to sick pay; employee will only receive SSP unless otherwise stated.

[If you are absent for a period of more than 7 consecutive days due to a reason of sickness or incapacity, you are entitled to receive company sick pay, provided that you have met the requirements above. The 'qualifying days' are <<state details>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any company.]

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

[If you are absent for a period of more than 7 consecutive days due to sickness or incapacity, and you have complied with the requirements above, you are entitled to receive company sick pay, for up to a maximum of << >> weeks. Company sick pay is equal to <<state percentage>> of your normal basic salary. You will not receive Statutory Sick Pay in accordance with the provisions of the Act.]

11.5 Before commencing your absence you must inform your line manager if you are currently suffering from any of the following conditions:

11.5.1 Enteric fever (typhoid and paratyphoid)

11.5.2 Infections caused by salmonella, shigella (dysentery), VTEC E.coli

11.5.3 Hepatitis and

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- 11.5.4 Diarrhoea and vomiting
- 11.5.5 Stomach and abdominal pain
- 11.5.6 Skin conditions (e.g. scabies, boils, eczema, dermatitis)
- 11.5.7 Bronchitis, pneumonia or flu
- 11.5.8 Disease and injury to the nose, eyes, mouth and gums.

- 11.6 Before commencing your duties you must inform your line manager if you have suffered from any of the above conditions (e.g. on holiday, day off or sick leave).
- 11.7 Before commencing your duties you must inform your line manager if any member of your household is unwell (more than one bout) of diarrhoea and/or vomiting.
- 11.8 Failure to comply with these requirements may lead to disciplinary action (including dismissal).
- 11.9 The Company has the right to record absence levels and reasons for absences. Such records are confidential.
- 11.10 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 practitioner to prepare a medical report detailing the results of the examination which you agree may be disclosed to the Company. The cost of such medical examination shall be borne by the Company where it is reasonable to do so.

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12. Smoking

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

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13. Right of Search

The Company may search your bags, lockers and cars if it has reasonable grounds to believe that goods have been taken without permission or has reasonable grounds to believe that alcohol are in your possession. By signing this contract, you agree to this.

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14. Drug and Alcohol Policy

- 14.1 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 whilst at work may adversely affect their own safety and the safety of others.
- 14.2 If the Company has reasonable grounds to believe that 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 with management approval. By signing this contract, you are giving your consent to this. [\[A full Drug and Alcohol Policy can be obtained from <<specify job title>>\]](#)

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15. Personal Hygiene Policy

You must comply with the Personal Hygiene Policy. [The full Personal Hygiene Policy can be obtained from <<specify job title>>].

Hygiene Policy. [The full Personal Hygiene Policy can be obtained from <<specify job title>>].

16. Food Handling and Safe Use of Knives Procedures

You must comply with the Food Handling and Safe Use of Knives Procedures. [The Food Handling and Safe Use of Knives Procedures can be obtained from <<specify job title>>].

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17. Maternity and Paternity Rights

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

relevant statutory provisions with respect to maternity and paternity rights and rights for dependants. The Company's policies in this regard are as follows: <<specify job title>>.

18. Pension

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

Details can be found in <<State %>> [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 obligations.]

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

Full details of the scheme, including the minimum contribution level to make and your right to opt out of the scheme, you agree to contribute to the scheme, you agree to contribute to your salary.

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

19. Restrictions and Confidentiality

19.1 You may not, without the prior written consent of the Company, devote any time to any business or charitable duty or other activity outside the normal hours of work.

19.1 You may not, without the prior written consent of the Company, devote any time to any business or charitable duty or other activity outside the normal hours of work.

19.2 You will not at any time, before, during or after your employment or afterwards use or disclose, in the proper course of your duties during your employment, any confidential information of the Company, any confidential information of which are not in the public domain.

19.2 You will not at any time, before, during or after your employment or afterwards use or disclose, in the proper course of your duties during your employment, any confidential information of the Company, any confidential information of which are not in the public domain.

20. Collective Agreements

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

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

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

collective agreement <<specify relevant agreement>>.]

21. Grievance Procedure

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

shall be on request from <<specify job title>>.

22. Disciplinary Procedure

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

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23. 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. [Company's data protection policy is available at <<specify location>>] and shall be from time to time in force.

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. [Company's data protection policy is available at <<specify location>>] and shall be from time to time in force.

24. 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 will be generally applied, by notice.

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.

25. 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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26. Governing Law and Jurisdiction

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

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:

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<<Name of Employee>>

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