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<<Company Name>>

Terms and Conditions of Employment

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<<Employee Name>>

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<<Date>>

This document contains the main terms and conditions of service with the Company. Your employment is also subject to the terms contained in the letter offering you the position ("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 which is also subject to the terms contained in the letter offering you the position ("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

- (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 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 main terms and conditions of the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended at the relevant time.

2. Duties and Job Title

You are employed by the Company in the capacity of <<job title>>. You will be required to undertake << >> duties and responsibilities defined by the Company from time to time: <<job description and/or brief summary of duties and responsibilities>>.

The Company reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Company's business.

3. Date of Commencement / Probationary Period and Notice Period

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

3.2 The first <<number>> months of your employment will be a probationary period during which your performance will be assessed. The probationary period may be extended at the Company's discretion. During the probationary period, the full disciplinary procedure will not apply.

During the << >> probationary 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 either party in accordance with the notice period specified in clause 4.

Notice to be given by the

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

Notice to be given to the employee

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

3.4 We reserve the right to terminate your employment without notice or to pay you salary in lieu of notice.

3.5 Nothing in this Contract shall prevent the Company from terminating your employment immediately in the event of a serious breach by you of the terms of your employment or any act or acts of gross misconduct by you.

4. Place of Work

Your place of work is at the address set out in clause 4.1. You may from time to time be required to work at other places of the Company both inside and outside the United Kingdom and you shall accept such responsibilities and duties at such other place within the United Kingdom as the Company may reasonably request from time to time.

[You may be required to work at places outside the United Kingdom and overseas] on the Company's business.]

5. [Work outside the UK]

5.1 You are required to work at the address set out in clause 4.1 (e.g. state country and duration>>).

5.2 You will be paid <<state your rate of pay>>.

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

6. Hours of Work

6.1 [You will normally work <<state number of hours>> hours each week. Your normal working hours will be <<state your normal hours>> Monday to Friday each week, with one hour for lunch <<state your lunch break>> between the hours of <<state start and end times>> and <<state end and start times>>.]

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[You will normally work a 5 day week and days will be determined and supplied to you on the first day of your employment.]

week. Your normal working hours and days will be determined by the Company <<e.g. staff rota>> which will be supplied to you on the first day of your employment and during, your employment.]

6.2 The Company reserves the right to vary your working hours as necessary.

working hours as necessary.

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

and will not exceed an average of eight hours per day (averaged over a week) with one or two thirty minute breaks in accordance with the relevant legislation.

6.4 In certain circumstances the Company may vary your working hours in order to ensure the smooth running of the business. In such circumstances, if your normal hours of employment are prevented, you will, if requested to do so, attend the Company premises on the following opening hours of the business for the following opening hours of business.

the Company may vary your working hours in order to ensure the smooth running of the business in accordance with these terms of employment. In such circumstances, if your normal hours of employment are prevented, you will, if requested to do so, attend the Company premises on the following opening hours of business for the following opening hours of business with the preparation of and closure of the business.

7. Remuneration and Benefits

7.1 Your salary is £<<insert salary>> monthly normally payable in arrears and will be made by <<e.g. direct credit to your nominated bank account>> or by cheque nominated by you>>

be paid <<insert frequency e.g. monthly>> of each month>>. Payment will be made by <<e.g. direct credit to your nominated bank or building society account>> or by cheque nominated by you>>

7.2 [You will also be eligible to participate in the Company's Commission or Bonus Plan ("the Plan") from time to time in accordance with the relevant Plan terms and conditions which will be supplied to you separately. The Company reserves the right to amend the terms of any Plan, or to terminate a Plan or to introduce an alternative Plan.]

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7.3 [You will not be entitled to overtime pay for hours worked outside your normal weekly hours unless otherwise stated in the applicable terms and conditions.] OR [<< State overtime terms if applicable. >>]

7.3 [You will not be entitled to overtime pay for hours worked outside your normal weekly hours unless otherwise stated in the applicable terms and conditions.] OR [<< State overtime terms if applicable. >>]

7.4 [You authorise the Company to deduct from your pay each month a sum up to a maximum amount of your sole or joint tax liability in respect of your income tax which have come to the Company in the previous 12 months, provided that the Company has no potential liability for that shortfall and has made a valuation of your tax liability on your pay day or the first day of the following month.]

7.4 [You authorise the Company to deduct from your pay each month a sum up to a maximum amount of your sole or joint tax liability in respect of your income tax which have come to the Company in the previous 12 months, provided that the Company has no potential liability for that shortfall and has made a valuation of your tax liability on your pay day or the first day of the following month.]

[The limitation of tax liability will not apply to the final payment made to you in respect of your employment.]

[The limitation of tax liability will not apply to the final payment made to you in respect of your employment.]

7.5 [At the Company's discretion your salary will be reviewed annually in accordance with the relevant terms and conditions. You should note that a salary review will not necessarily result in a salary increase and a review of your salary after notice of termination of your employment has been given by either party.]

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7.6 The Company shall not be liable for any remuneration any unpaid monies due to the Company which are not deducted under this clause is a genuine attempt to pay you.

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7.7 [You will be entitled to health insurance/permanent health insurance/details of >.]

7.8 [Your entitlement to commence <<state e.g. on your first day OR after the sale of your probationary period>>.]

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

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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 over 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 pro-rated accordingly.

8.4 If, on termination of your employment, you have exceeded your holiday entitlement, the Company will deduct a pro-rated amount from the payment of your final salary on the basis of <<specify calculation>>. The Company may make a deduction from the payment of your final salary.

8.4.2 you have exceeded your holiday entitlement, the Company may, at its discretion, require you to take a 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 your line manager <<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 and bank holidays until your request for approval has been granted.

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 Company's discretion. 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. This is strictly subject to the Company's policies on sick leave and injury leave.

8.7.1 You must confirm your holiday entitlement <<specify number>> 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 your holiday entitlement due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and you must confirm your holiday entitlement <<specify number>> in person and by telephone (if possible) as soon as you are able to do so.

8.7.3 Within <<e.g. 14 days>> of your return to work, you must confirm in writing how your holiday entitlement has been affected by sickness or injury.

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take at another time. This written job title>>.

9. Other paid leave

- 9.1 Any maternity, paternity or parental leave will be paid at your normal rate of pay/your normal rate of pay>>.
- 9.2 [The Company also provides details of other paid non-statutory leave for <<One Year>>]
- 9.3 Please see the Company Handbook for further information.

parental or parental bereavement leave will be paid at your normal rate of pay/your normal rate of pay>>. details of other paid non-statutory leave for <<One Year>>. Please see the Company Handbook for further information.

10. Training

- 10.1 You will be required to undergo training in respect of <<state e.g. health and safety>>.
- 10.2 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.
- 10.3 You will not be paid for any optional training <<give details>>.

training in respect of <<state e.g. health and safety>>. 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. You will not be paid for any optional training <<give details>>.

11. Sickness Absence

- 11.1 In the event of your sickness absence you should contact <<specify contact details>> as soon as possible on the first day of the absence to inform the Company as soon as possible of the date of your expected return to work.
- 11.2 A self-certification form will be required for absences of up to seven days. The form will be available on the Company's intranet.
- 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.

When you or someone on your behalf contacts <<specify contact details>> you should inform them of the earliest opportunity on the first day of the absence to inform the Company as soon as possible of the date of your expected return to work. A self-certification form will be required for absences of up to seven days. The form will be available on the Company's intranet. 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 company has a company sick pay scheme, only receive SSP unless the company sick pay scheme is more generous

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

right to sick pay; employee will only receive SSP unless the company sick pay scheme is more generous
[If you are absent for <<state number of days>> days due to sickness or incapacity, you are entitled to receive company sick pay, provided that you have met the requirements above. The 'qualifying days' are <<state number of days>>. There is no contractual right to payment in respect of such payments are <<state number of days>> days.]

OR - When the company does not have a company sick pay scheme, use this clause:-

[If you are absent for <<state number of days>> 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 <<state number of days>> days. Company sick pay is equal to <<state percentage of normal rate of pay>> of your normal rate of pay.]

company sick pay scheme, use this clause:-
[If you are absent for <<state number of days>> 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 <<state number of days>> days. Company sick pay is equal to <<state percentage of normal rate of pay>> of your normal rate of pay.]

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normal basic salary in accordance with the

receive Statutory Sick Pay in

8.5 The Company has a policy for absences. Such

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

11.5 The Company may require you to go to a medical practitioner for a medical examination. You agree to authorise the practitioner to prepare a medical report detailing the results of such examination which you agree may be disclosed 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.

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 such examination which you agree may be disclosed 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.

12. Non – Compulsory Retirement

The Company does not operate a compulsory retirement policy and so you will not be compulsorily retired on reaching a particular age. You may choose to retire voluntarily at any time, provided you give the Company the appropriate notice of termination of your employment.

and so you will not be compulsorily retired on reaching a particular age. You may choose to retire voluntarily at any time, provided you give the Company the appropriate notice of termination of your employment.

13. Pension

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

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

OR

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

you into a pension scheme, in accordance with the Company's policy and its contribution obligations.

Full details of the scheme, including the minimum contribution level, are available in the Staff Handbook. If you do not want to join the scheme, you agree to continue making your worker pension contribution of <<state %>> of your salary.

When you are enrolled, including the minimum contribution level, are available in the Staff Handbook. If you do not want to join the scheme, you agree to continue making your 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.

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14. Restrictions and Confidentiality

14.1 You may not, without the prior written consent of the Company, devote any time to any business, professional or charitable duty of your own.

14.1 You may not, without the prior written consent of the Company, devote any time to any business, professional or charitable duty of your own.

14.2 You will not at any time divulge to any person, other than your duties during your employment, any confidential information identifying or relating to the Company or its business, the details of which are not in the public domain.

14.2 You will not at any time divulge to any person, other than your duties during your employment or afterwards use or disclose to any person, other than in the proper course of your duties during your employment, any confidential information identifying or relating to the Company or its business, the details of which are not in the public domain.

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15. Collective Agreements

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

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[Your employment is subject to a collective agreement.]

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16. Grievance Procedure

The formal grievance procedure is available on request from <<relevant name and/or department>> and does not form part of your terms and conditions of employment.

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17. Disciplinary Procedure

The disciplinary rules applicable to you are set out in the Company Disciplinary Policy and Procedure provided to you with this contract of employment. This policy forms part of your terms and conditions of employment.

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18. 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 apply from time to time in force.]

19. Changes to Terms and Conditions

The Company may amend these terms and conditions in this contract of employment from time to time. Any such changes shall be generally applied, by notice in writing to you personally in writing or, when appropriate, by posting to your home address.

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20. Governing Law and Jurisdiction

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

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

Signed:

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I acknowledge receipt and confirm that I have read and understood the above terms and conditions and constitute my contract of employment.

Signed:
<<Name of Employee>>

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