

S

<<Company Name>>

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Terms and Conditions of Employment

M

<<Employee Name>>

P

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<<Date>>

This document contains the main terms of service with the Company. Your employment is 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 former shall prevail.

of employment which govern your employment. This document is 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 and the terms set out in this letter, the terms in this document shall prevail, unless expressly stated to the contrary.

E

TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN

(1) <<Name of Company>> a company registered in <<Country>> with registration number << >> whose registered office is at <<Address>> (hereinafter referred to as “we”, “us” or “the Company”)

<<England and Wales>> under
<<Address>> (hereinafter referred

(2) <<Name of Employee>> of <<Company>> (hereinafter referred to as “you”)

er referred to as “you”)

1. General

These terms and conditions shall be governed by the law of <<Country>> in which the Company is required to provide in accordance with <<Legislation>> and Working Time (Amendment) Regulations 2017 as amended or re-enacted at the relevant time.

which the Company is required to
Act 1996, Employment Act 2002
as amended or re-enacted at the

2. Date of Commencement/Continuity of Employment

ent

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

the Company begins on the

2.2 [No employment with any other employer shall count as part of your period of continuous employment with the Company]
OR

ounts as part of your period of

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

Employer>> which began on
us period of employment with the

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

emed that you have accepted all
rms and Conditions of

2.4 These Terms and Conditions shall not annul any previous agreement whether verbal or written.

t annul any previous agreement
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, your employment 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.

ployment will be a probationary
and conduct will be monitored. At
ormance will be reviewed and, if
confirmed. The probationary
discretion. During the probationary
cedure will not apply.

3. Duties

3.1 Your job title is as described in your contract of employment, or as may subsequently be notified following an amendment to your contract. You shall perform all acts, duties and obligations assigned to you by the Company which are reasonably required of you. The Company may from time to time require you to perform duties normally undertaken by other employees. You shall not be assigned any duties which you are not reasonably expected to perform.

, or as may subsequently be
sition you will perform all acts,
orders as may be designated by
nt with that position. The
to perform duties normally
or additional duties, however you
reasonably perform.

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

4. Hours of Work

- 4.1 The Company's basic working hours shall be a number of >> hours per week. Normal working hours shall be from << >> to << >>, including one hour for lunch. The Company reserves the right to alter working hours as necessary.
- 4.2 However, you may be required to work additional hours as and when requested to do so for the proper performance of your work so requires. You shall be paid extra remuneration for any additional hours worked in excess of basic weekly hours, as this obligation has already been taken into consideration in the determination of your salary level.
- 4.3 [The Working Time Regulations shall apply to the average working time including overtime of >> hours in each seven day period (averaged over a 17 week period) starting from the date of this contract with the Company. You may terminate this arrangement at any time by giving >> months written notice to the Company.]

5. Place of Work

- 5.1 Your place of work shall be the Company premises located in << >>. However, you will also be required to travel to other Company premises within a reasonable travelling distance from your place of employment you shall be required to work at various premises belonging to the Company's clients both within the UK and abroad.
- 5.2 You have agreed an assigned sales territory. The Company's assessment of this territory and your agreed potential will define your area of responsibility for an assigned territory.
- 5.3 The Company reserves the right, without prior discussion with you, to alter the size or nature of the territory, in line with the Company's assessment of the market.
- 5.4 [You may be required to travel >> (and overseas) on the Company's business.]

6. Work outside the UK

- 6.1 [You will be required to work >> e.g. state country and duration>>.]
- 6.2 [You will be paid << >> for work outside the UK.]
- 6.3 [You will also receive >> additional payments and benefits>>.]

7. Remuneration and Benefits

- 7.1 Your salary is as stated in the offer letter and is payable monthly <<[i.e in arrears by credit transfer] or on the << >> day of each month, or such other date with which you may subsequently be notified.
- 7.2 [At the Company's discretion, your salary will be reviewed annually in <<month>>. You shall understand that any salary review will not necessarily result in a salary increase. A salary review of your salary after notice of termination of your employment has been given by the Company.]
- 7.3 You will be paid or reimbursed for all approved reasonable expenses properly incurred by you in the course of your duties on behalf of the Company, subject to the submission of valid receipts in respect of such expenses when requested.
- 7.4 [For the better performance of your duties, the Company will provide you with a <<credit card, mobile phone, laptop or computer>>. Any such item must be returned to the Company upon termination of your employment. You will be held personally liable for any loss of, or damage to, such item. Credit cards must only be used on behalf of the Company.]
- 7.5 The Company shall not be liable for any unpaid monies due to you under this clause is a general release and is intended to act as a full and final settlement to:
- 7.5.1 An overpayment of salary, wages, bonus, commission or expenses
 - 7.5.2 Annual leave accrued at the time of the termination of your employment
 - 7.5.3 Any loans, interest or advances
 - 7.5.4 When you leave the Company the balance of any training assistance
 - 7.5.5 The market value of any Company property
- 7.6 You will be entitled to participate in the Company's commission scheme in accordance with the terms of the scheme from time to time in force. Details of the scheme will be supplied to you. The Company reserves the right to amend, terminate or vary the scheme at its sole discretion. Commission is payable on sales of National Insurance.
- 7.7 You will not be entitled to any commission which falls due for payment after the termination of your employment (whether by resignation or dismissal) if the lead was generated/ or the sale was completed during your employment.
- 7.8 [You may, at the sole discretion of the Company, be entitled to participate in a performance-related bonus scheme from time to time. Details of the scheme will be supplied to you. Bonus payments are entirely at the Company's sole discretion.]
- 7.9 Bonus payments are subject to Income Tax and National Insurance.

Insurance.]

- 7.10 You shall not be entitled to any discount, rebate or other benefit made or other business transaction under the Company's policy. Any breach of this rule will be regarded as gross misconduct.
- 7.11 [You will be entitled to <<specify insurance>> insurance/permanent health insurance <<specify details>>].]
- 7.12 [Your entitlement to <<specify benefits>> shall commence <<state e.g. on your first day OR after the salary probationary period>>].]
- 7.13 [The organisation reserves the right to review 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 entitled to a Company car, the amount of the allowance, which you will receive in arrears with your salary. If you are not entitled to a Company car, you will also be issued with a Company car and you will also be issued with the terms and conditions which apply to the car. If provided with a car, you will take good care of the car in accordance with the Company's Car Policy and ensure that the provisions of any policy are fully observed.

9. Holidays

- 9.1 You are entitled to <<specify number of days>> holiday entitlement of 20 days per annum. Public and bank holidays have been added. This does not include any discretionary holiday given at the employer's discretion. Bank and public holidays shall be given at the complete calendar year, including any part of the year which falls within the holiday year.
- 9.2 The holiday year commences on <<specify date>> and finishes on <<specify date>> each year.
- 9.3 If your employment terminates part way through the holiday year, your holiday entitlement shall be pro-rated accordingly.
- 9.4 If, on termination of employment, you have accrued holiday entitlement, the Company will deduct a sum from your final salary on the basis of <<specify calculation>>. The Company may, at its discretion, make a deduction from the pay of any holiday taken in excess of your entitlement during your notice period or during your holiday entitlement.
- 9.4.1 If you have accrued holiday entitlement, the Company will deduct a sum from your final salary on the basis of <<specify calculation>>. The Company may, at its discretion, make a deduction from the pay of any holiday taken in excess of your entitlement during your notice period or during your holiday entitlement.
- 9.4.2 If you have accrued holiday entitlement, the Company will deduct a sum from your final salary on the basis of <<specify calculation>>. The Company may, at its discretion, make a deduction from the pay of any holiday taken in excess of your entitlement during your notice period or during your holiday entitlement.
- 9.5 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 of weeks>> weeks at any one time, save at the end of the year. You must request for holidays until your request for

- approval has been f
- 9.6 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. This entitlement to the untaken holiday applies for one year only, and any untaken holiday may not be carried forward to the subsequent holiday year.
- 9.7 If you are sick or injured, the Company will allow you to transfer to sick leave. This is strictly subject to the following conditions:
- 9.7.1 You must contact your line manager <<state e.g. in person and by telephone (if possible)>> as soon as you become aware that your holiday will be affected by sickness or injury.
- 9.7.2 The full period of absence due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and
- 9.7.3 Within <<e.g. 5 working days>> of returning to work, you must confirm in writing how your holiday was affected by sickness or injury and the amount of holiday to be taken at another time. This written notification must be signed by you (job title>>).
- 10. Other paid leave**
- 10.1 Any maternity, paternity, parental or parental bereavement leave will be paid at your normal rate/your normal rate of pay>>].
- 10.2 [The Company also provides details of other paid non-statutory leave>>].
- 10.3 [Please see the Company's policy for further information].
- 11. Training**
- 11.1 You will be required to attend health and safety training in respect of <<state e.g. new equipment>>.
- 11.2 You may be required to attend training at the Company's discretion and will be paid your normal rate of pay for any compulsory training.
- 11.3 You will not be paid for voluntary training <<give details>>.
- 12. Sickness Absence**
- 12.1 In the event of your sickness absence 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 you are able to return to work. You must also inform the Company of any change in the date of your expected return to work.
- 12.2 A self-certification form must be submitted for absences of up to seven consecutive days, including weekends.
- 12.3 For periods of sickness absence of more than seven consecutive days, including weekends, you will be required to submit a Statement of Fitness for Work ('Fit Note') / Medical Certificate (specify job title>>). A new Fit Note must be submitted for each period of absence of more than seven consecutive days, including weekends.

Note / Medical Certificate from a qualified medical professional. The Company will pay for such costs periodically as required by the Company.

12.4 **EITHER - When the employee is entitled to sick pay, the employee will only receive SSP up to the maximum SSP payable.**

[If you are absent for a continuous period of 7 consecutive days, you are entitled to Company sick pay, provided that you have met the requirements above. If you are absent for a continuous period of 7 consecutive days' are <<state days>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any such payments are payable by the Company.]

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

[If you are absent for a continuous period of 7 consecutive days, you are entitled to the requirements above. If you are absent for a continuous period of 7 consecutive days' are <<state days>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any such payments are payable by the Company.]

12.5 The Company has a record of absence levels and reasons for absences. Such records are confidential.

12.6 The Company may require a medical examination by a medical practitioner at any stage of your employment, and you agree to authorise the medical practitioner to prepare a medical report detailing the results of such medical examination. The Company may disclose the results of such medical examination to the Company where it is reasonable to do so.

13. **Anti-Bribery**

13.1 You agree that you will not offer, give, or receive any bribes (i.e. a financial payment or other form of reward or incentive) in connection with conducting Company business or representing the Company.

13.2 You agree to comply with the Company's anti-bribery policy (provided separately) and agree to report any suspicious conduct that may amount to a bribe to the Company.

14. **Pension**

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

Full details of the scheme, including the minimum contribution level, are available in the Company's pension scheme document.

periodically as required by the Company.

When the employee is entitled to sick pay; employee will only receive SSP up to the maximum SSP payable.

[If you are absent for a continuous period of 7 consecutive days, you are entitled to Company sick pay, provided that you have met the requirements above. If you are absent for a continuous period of 7 consecutive days' are <<state days>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any such payments are payable by the Company.]

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

Full details of the scheme, including the minimum contribution level, are available in the Company's pension scheme document.

if you do not want to join the
worker pension contribution

The scheme is subject to
Company may replace the

participating in the scheme, you agree to
your salary.

ended from time to time, and the
pension scheme at any time.】

15. Non-compulsory Retirement

The Company does not op
compulsorily retired on rea
voluntarily at any time, p
terminate your employment

t age and therefore you will not be
However, you can choose to retire
the required period of notice to

16. [Health Insurance and Ot

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

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

16.2 The Company rese
substitute another s
the schemes.

e its participation in any scheme or
fits available to you under any of

16.3 For the avoidance o
described in Clause
terminate employment
notice, in accordance
below.】

ny Company scheme as
e to the Company's right to
and at any time, with or without
d Termination of Employment

17. Maternity Leave

The Company will comply v
The Company's Maternity L

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

18. Paternity Leave

The Company will comply v
The Company's Paternity L

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

19. Exclusivity of Service

19.1 You are required to
duties during working
all times.

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

19.2 You must not, witho

the Company, be in any way

directly or indirectly
undertaking where t
Company or where
duties. However, yo
investment purpose
Exchange. If the ho
Directors of the Cor

in any other business or
conflict with the interests of the
the efficient discharge of your
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,
information
information,

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

20.1.2 any docume
have been t
the Compan
has been g
confidence b

”, or any information which you
which you might reasonably expect
idential, or any information which
or any associated company in
r other persons.

20.2 You shall not at ar
any notes or mem
Company's busines
Company.

loyment with the Company make
matter within the scope of the
herwise than for the benefit of the

20.3 The obligations cor
information or kno
domain after the t
unauthorised disclo

bove shall cease to apply to any
sequently come into the public
ployment, other than by way of

21. Restrictive Covenants

21.1 You shall observe
include restrictions
restrictions.

t in the Schedule hereto, which
employment and post-termination

21.2 In the event that yo
company, business
with the Company,
set out in the Sched
company, business
of the Schedule.

loyment from any person,
on, either during your employment
e in force of any of the restrictions
provide to such person,
on a full and accurate signed copy

22. Garden Leave

- 22.1 If you resign with notice, the Company may, at its sole discretion, require you to remain on Garden Leave for all or part of the notice period.
- 22.2 Your contract of employment shall remain in force until the end of the notice period and you will continue to receive your salary and benefits in the normal way. You will also remain bound by all the terms and conditions of employment, including any confidentiality clauses, apart from the duty to attend work. In these circumstances, you are permitted to take up employment elsewhere during the notice period.

23. Grievance Procedures

The Company's Grievance Procedure is available on request from <<specify job title>>. This policy does not form part of your terms and conditions of employment.

24. Discipline

- 24.1 You will be expected to maintain a high standard of work performance and conduct at all times. Failure to meet the reasonable levels acceptable to the Company, you may be subject to disciplinary action which could ultimately result in dismissal if no improvements were not forthcoming.
- 24.2 The disciplinary rules applicable to your employment are set out in the Company Disciplinary Policy. This policy does not form part of your terms and conditions of employment. A copy will be provided to you with this contract of employment.

25. Termination of Employment

- 25.1 During the << >> notice period, the notice required by either party to this Contract shall be one week.
- 25.2 After the successful completion of the probationary period, your employment may be ended by you or the Company. The Company will give you one month's written notice. The notice period shall be one month for each additional complete year of service up to a maximum of three months' notice.
- 25.3 We reserve the right to terminate your employment on to pay you salary in lieu of notice.
- 25.4 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 and conditions of your employment or acts of gross misconduct by you.

[OR (this option requires a notice period provided by law)]

22.1 Your contract of employment shall be terminated by either party upon notice as follows:

Notice to be given by the

Length of continuous service **Minimum period of notice**

From one month up to two years

From two years to 12 years

12 or more years

Notice to be given to the

Length of continuous service **Minimum period of notice**

Less than one month

One month onwards

22.2 We reserve the right in our sole discretion to pay you salary in lieu of notice.

22.3 Nothing in this Contract prevents either party from terminating your employment summarily or otherwise in the event of any breach of the terms of your employment or in the event of any act or acts of fraud or dishonesty on your part.

26. Company Property

On the termination of your employment, you shall immediately return to the Company in accordance with its instructions all company property, including but not limited to specifications, software, mobile devices, company vehicles, and other documents (and any copies thereof) and any other property belonging to the Company or its Associated Companies (including but not limited to company car, keys, credit cards and passes) which are in your possession or control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause 23.

27. 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 applicable data protection laws and regulations. [Company's data protection policy shall be in force from time to time in force.]

28. Changes to Terms and Conditions of Employment

The Company may amend the terms and conditions in this contract from time to time in force.

document [and in the Employee Handbook] and any such change will be notified to you personally.

Annual] and any such change will be generally applied, by notice.

29. Severability

The various provisions and conditions of this Employment and attached Schedule shall be treated as separate and distinct provisions and if any provision or sub-provision or identifiable part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts shall not be affected.

Terms and Conditions of Employment and if any provision or sub-provision or identifiable part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction the validity or enforceability shall not affect the remaining provisions or sub-provisions or identifiable parts.

30. Governing Law

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

and construed in accordance with the laws of England.

Issued for and on behalf of the Company
Signed:

Date: << >>

Employee

I hereby warrant and confirm that I am not currently employed by any other company and conditions, or in any other way, or performing any of the duties of any other company and conditions of this Agreement.

I warrant and confirm that I am not currently employed by previous employment terms and conditions, or in any other way, or performing any of the duties of any other company and conditions of this Agreement. I accept the terms and conditions of this Agreement.

Signed:
<<Name of Employee>>

Date: << >>

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Pre-termination Restriction on Restrictions

1. The words and expressions used in this Schedule shall have the meanings set out below:

"Customer"

or company to whom the
goods or services;

**"Prospective
Customer"**

or company to whom the
specific offer in writing to
, or to whom the
details of particular terms
nt be willing to supply such
h whom the Company has
urse of discussions
upply of goods or services;

"Employee "

S

employed by the Company or
any at the Termination Date,
and substantial personal

A

material contact with
suppliers of the Company; or

confidential information
Company or any Associated

included research into or
any product or services or
any technical or product

M

member of the management
Company or any Associate

"Termination Date"

our employment

"Associated Company"

any, corporation or other

P

directly controlled by the

directly controls the Company;

directly controlled by a third
directly or indirectly controls

in title or assign of the
s, corporations or other
referred to above.

2. **Non-competition**

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E

During the period of your
months>> following the T
indirectly, with the busin
notwithstanding the cause

This restriction shall exte
location of the Company.

The term "compete" as us
operate, consult for or b
competitive with, the busin

3. **Non-solicitation of Custo**

During the period of your
months>> following the T
indirectly, solicit, assist in
with, the business of any
personal contact or dealing

4. **Non-solicitation of Emplo**

During the period of your
months>> following the T
indirectly,

30.1 attempt to induce a
to cease to provide

30.2 employ or obtain th
Termination Date w

5. **Undertaking**

You agree that in the even
employment, either durin
continuance in force of ar
provide to such person, f
Schedule.

6. **Severability**

The provisions in the Ter
shall apply equally to this S

period of <<Insert Duration eg. six
agree not to compete, directly or
and its Associated Companies,

.g. 10 miles>> from the present

that you shall not own, manage,
business substantially similar to, or

period of <<Insert Duration eg. six
ree that you shall not directly or
pilitate the acceptance of, or deal
ve Customer with whom you had
employment.

period of <<Insert Duration eg. six
ree that you shall not, directly or

the employment of the Company or
any; or

who within six months prior to the
or consultant of the Company.

person, firm or company, an offer of
with the Company or during the
t out above, you will immediately
and accurate signed copy of this

employment regarding severability

S A M P L E