

<<Company Name>>

## Terms and Conditions of Employment

<<Employee Name>>

<<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 Offer Letter shall prevail except where expressly stated to the contrary.

## TERMS AND CONDITIONS

### BETWEEN

- (1) <<Name of Company>> a company incorporated 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

The following terms and conditions shall apply to you in accordance with the terms of the Employment Rights Act 1996, the Employment Rights Act 2002 and Working Time Regulations (Amendment) Regulations 2003 as amended or replaced or enacted at the relevant time.

#### 2. Duties and Job Title

- 2.1 You are employed as <<specify job title>>. You will be responsible for <<specify job description>>. You will be responsible for <<specify duties and obligations>>.
- 2.2 In your job position you shall comply with such orders as may be given by the Company which are reasonably consistent with that position. The Company may from time to time require you to perform duties not specified in your job description or to take on different or additional duties, howsoever described, which you cannot reasonably perform.

#### 3. Fixed Term

- 3.1 [This Contract is for a fixed term of <<specify number of months/years>> from the Date of Commencement of the Contract.]
- OR
- [This Contract is for a fixed term of <<specify project>> is completed.]
- OR
- [This Contract will be for a fixed term commencing on the date of commencement of the Contract and continuing until <<specify name of employee>> returns to work after <<specify period of leave>> e.g. sick leave, maternity leave, etc. on the condition of your Contract that you agree that when <<specify employee>> returns to work, your Contract of Employment will terminate.]
- 3.2 During the fixed term of the Contract, the Company may terminate the contract on giving not less than <<specify number of weeks>> weeks' notice. Your employment may be summarily terminated if you are guilty of gross misconduct.
- 3.3 [Unless renewed by the Company, this Contract and your employment with the Company will terminate on the date of the expiry of the fixed term.]
- OR

[This contract and your employment will continue after the end of the fixed term unless either side gives you written notice of termination expiring on the last day of the fixed term.]

The Company will continue after the end of the fixed term unless either side on << >> weeks' notice of termination expiring on the last day of the fixed term.]

**4. Date of Commencement/Continuation of Employment**

**Employment**

4.1 Your period of continuous employment begins on <<Full Date>>.

Your period of continuous employment begins on <<Full Date>>.

4.2 [No employment with any other employer counts as part of your period of continuous employment.]

Any employment with any other employer counts as part of your period of continuous employment with us.]

OR

[Your employment with any other employer <<us employer>> which began on <<Date>> will count towards your period of continuous employment with us.]

[Your employment with any other employer <<us employer>> which began on <<Date>> will count towards your period of continuous employment with us.]

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

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

4.4 This Contract of Employment is the only agreement in writing or written given to you in relation to your employment.

This Contract of Employment is the only agreement whether verbal or written given to you in relation to your employment.

4.5 The first <<e.g. 3 months>> 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 and grievance procedures will not apply.

Your first <<e.g. 3 months>> period of 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 and grievance procedures will not apply.

**5. Hours of Work**

5.1 [You will normally be required to work <<Time>> to <<Time>> <<Monday to Friday>>, a total of <<Hours>> hours per week.]

[You will normally be required to work <<Time>> to <<Time>> <<Monday to Friday>>, a total of <<Hours>> hours per week.]

OR

[You will normally be required to work <<Time>> to <<Time>> <<Monday to Friday>>, a total of <<Hours>> hours per week.]

[You will normally be required to work <<Time>> to <<Time>> <<Monday to Friday>>, a total of <<Hours>> hours per week.]

Monday from <<Time>> to <<Time>>

<<Time>> to <<Time>>

Tuesday from <<Time>> to <<Time>>

<<Time>> to <<Time>>

Wednesday from <<Time>> to <<Time>>

<<Time>> to <<Time>>

Thursday from <<Time>> to <<Time>>

<<Time>> to <<Time>>

Friday from <<Time>> to <<Time>>

<<Time>> to <<Time>>]

5.2 [You must take a break of <<Time>> minutes in a working day of <<Hours>> hours, or as agreed with your employer.]

[You must take a break of <<Time>> minutes in a working day of <<Hours>> hours, or as agreed with your employer.]

5.3 [Where your working hours are <<Hours>> hours or more, you will not be entitled to any paid breaks during your working hours.]

[Where your working hours are <<Hours>> hours or more, you will not be entitled to any paid breaks during your working hours.]

5.4 In certain circumstances, your employer may require you to adjust or exceed the hours in order to ensure that your work is performed.

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## 6. Place of work

- 6.1 Your normal place of work shall be <<insert place>>.
- 6.2 [You may be required to work at <<insert place>> [and overseas] on the Company's business.]

## 7. [Work outside the UK]

- 7.1 You are required to work <<insert details e.g. state country and duration>>.
- 7.2 You will be paid <<insert details>>.
- 7.3 You will also receive <<insert details of additional payments and benefits>>.]

## 8. Remuneration and Benefits

- 8.1 The full time salary shall be <<insert salary>> per annum based upon a total of << >> hours per week. Payment shall be made on <<insert frequency>> at a rate of £<< >>. You will be paid on << e.g. the last friday of each month>>. Payment shall be made by <<insert method>> direct credit transfer to a bank or building society account <<insert details>>.
- 8.2 Your working hours shall be <<insert hours>> of full time hours. Your salary will be £<< >> per hour or <<insert percentage>> of full time hours. Your salary shall be <<insert details>>.
- 8.3 You will [not] be paid for hours worked in excess of the full time hours. [Overtime will be paid in accordance with the following terms: <<insert terms>>.]
- 8.4 [At the Company's discretion, your salary will be reviewed annually in <<insert frequency>>. You shall be notified of any salary review will not necessarily result in a salary increase. Your salary review will not necessarily result in a salary increase after notice has been given by the Company.]
- 8.5 The Company is authorised to deduct any amounts due to it from your salary.
- 8.6 [You will be entitled to <<insert details of insurance/permanent health insurance>>.]
- 8.7 Your entitlement to <<insert details of benefits>> shall be <<insert details>> OR after the satisfactory completion of your probationary period <<state e.g. on your first day of employment>>.
- 8.8 The organisation reserves the right to vary your entitlement to <<insert details of benefits>> at any time.

## 9. Holidays

- 9.1 You are entitled to <<insert number of days>> days holiday per annum. This includes the statutory minimum holiday entitlement of 20 days per annum. <<insert details of additional holiday>> public and bank holidays have been added. This does not include <<insert details of additional holiday>> holidays, which may be given at the employer's discretion. <<insert details of additional holiday>> complete calendar year, including <<insert details of additional holiday>> with Clause 5.1.
- 9.2 The holiday year commences on <<insert date>> and finishes on << >> each year.
- 9.3 If your employment terminates <<insert details>> part way through the holiday year, <<insert details>>.

## E

ordingly.

- 9.7.3 Within <<time>> confirm in w  
or injury and  
This written

of your return to work, you must holiday was affected by sickness you wish to take at another time. to<<specify job title>>.

10.3 Please see the Con

For further information.

### 11.3 You will not be paid

Following training: <<give details>>.

## 12. Sickness Absence

- 12.1 In the event of your absence, you should contact <<specify job title>> 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 of any change in the date of your expected return to work.
- 12.2 A self-certification form will be required for absences of up to seven days. The form will be available on the Company's intranet.
- 12.3 For periods of sickness absence of more than seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit to Work') / Medical Certificate ('Medical Certificate') to <<specify job title>>. A new Fit to Work / Medical Certificate must be provided periodically as required by the Company.
- 12.4 **EITHER - When the employee is entitled to a right to sick pay; employee will only receive SSP unless the Company has a company sick pay scheme, use this clause:-**
- [9.4 If you are absent for a period of more than 7 days by reason of sickness or incapacity, you are entitled to receive Company Sick Pay (SSP), provided that you have met the requirements of the SSP scheme the purposes of the SSP scheme the 'qualifying days' are <<specify job title>> Monday to Friday>>. There is no contractual right to SSP. SSP is payable for periods of absence due to sickness or incapacity. Any sickness absence of more than 7 days by reason of sickness or incapacity, and you have complied with the requirements of the SSP scheme, you will be paid company sick pay, for up to a maximum of <<specify job title>> maximum of <<specify job title>> year. Company sick pay is equal to <<specify job title>> normal basic salary in accordance with the Company's policy. You will not receive Statutory Sick Pay in any circumstances.]
- 12.5 The Company has the right to record absence levels and reasons for absences. Such records will be held confidentially.
- 12.6 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 medical 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 will be borne by the Company where it is reasonable to do so.

## 13. Maternity and Paternity Rights

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

**14. Pension**

[The designated pension scheme is <<specify job title>>. Details can be found in <<State where e.g. Staff handbook>>]. [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 introduce you into a pension scheme, in accordance with the Company's pension policy.]

Full details of the scheme, including the minimum contribution level, are available on request. If you do not want to join the scheme, you agree to make your own worker pension contribution.

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

**15. Non – Compulsory Retirement**

The Company does not require you to retire compulsorily on reaching a certain age. However, you can choose to retire voluntarily at any time, provided you give the required period of notice to terminate your employment.

**16. Collective agreements**

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

**OR**

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

**17. Mobility**

You may be required to travel or work in any part of the UK.

**18. Grievance Procedure**

The formal Grievance Procedure is set out in the attached Grievance Policy and Procedure. The Grievance Procedure does not form part of your terms and conditions of employment.

**19. Disciplinary Procedure**

The disciplinary rules apply to all employees. The Disciplinary Policy and Procedure do not form part of your terms and conditions of employment.

**20. [Staff Handbook and Emp**

All Staff have a duty to ad  
force, including but not ex  
Sickness and Absence and

other policies from time to time in  
s Health and Safety, Fire Safety,  
olicies.]

**21. Data Protection**

The Company is required t  
and what we do with tha  
secure your personal data  
relevant data protection le  
[Company's data protection

onal data that we collect about you  
how we use, store, transfer and  
shall at all times comply with all  
tions imposed on you under the  
ce from time to time in force.

**22. Changes to Terms and C**

The Company may am  
document <<and in the E  
will be notified to you pers

he terms and conditions in this  
/Manual>> and any such change  
generally applied, by notice.

**23. Severability**

The various provisions of  
identifiable part thereof is  
competent jurisdiction the  
validity or enforceability of t

everable, and if any provision or  
unenforceable by any court of  
enforceability shall not affect the  
or identifiable parts.

**24. Governing Law**

These Particulars of Emplo  
with the laws of England an

d by and construed in accordance

Issued for and on behalf of <<Com

Signed: .....

Date:

**Employee**

I hereby warrant and confirm tha  
conditions, or in any other way  
performing any of the duties of e  
Agreement.

previous employment terms and  
employment with the Company or  
above. I accept the terms of this

Signed: .....

Date:



<<Name of Employee>>

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