

<<Company Name>>

Terms and Conditions of Employment

STANDARD FORM EMPLOYMENT STATEMENT

<<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 employment (the "Offer Letter"). If there should be any ambiguity or discrepancy between the Offer Letter and the terms set out in this document, the terms in the Offer Letter shall prevail, except where expressly stated to the contrary.]

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 employment (the "Offer Letter"). If there should be any ambiguity or discrepancy between the Offer Letter and the terms set out in this document, the terms in the Offer Letter shall prevail, except 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 of Employment provide its employees with the main terms and conditions of their employment as required by law and compliant with the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended. The Company pursuant to its obligation to provide its employees with the main terms and conditions of Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended at the relevant time.

2. Duties and Job Title

2.1 You are employed in the capacity of <<job title>>. You will be required to undertake the duties and responsibilities as may be determined by the Company from time to time [and responsibilities as may be determined by the Company from time to time] OR [the following duties and responsibilities: <<responsibilities: <<responsibilities>>].] OR [a brief summary of duties and responsibilities: <<responsibilities>>].

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

3. Date of Commencement of Employment [and Notice Period]

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

3.2 **EITHER - If the employment is for a fixed term** 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 employment is for an indefinite period use this clause:-
[Your employment is for an indefinite period and will terminate on <<date>>. It may be terminated at any time by either party giving to the other <<number of days/weeks etc>> days/weeks notice in writing of the termination date.]

S
A
M
P
L
E

S

<<number of days/>
employment. Altern
where you are found

writing of the termination of your
nt may be summarily terminated
uct.]

**OR - If the employ
the table of notice**

use this set of clauses (including

[The first <<numbe
period during whic
period may be exte
period, the full disci

employment will be a probationary
be assessed. The probationary
discretion. During the probationary
cedure will not apply.

During the << >>
party to this Contrac

period the notice required by either
oyment will be one week.

3.3 Following the end
may be ended by w

od, your contract of employment

Notice to be given by the

Length of continuous ser

um period of notice

From one month up to two

week

From two years to 12 years

weeks and one additional week for
ontinuous year of employment in
of two years

12 or more years

ks

Notice to be given to the

Length of continuous ser

um period of notice

Less than one month

One month onwards

3.4 We reserve the rig
notice.

etion to pay you salary in lieu of

3.5 Nothing in this Co
summarily or otherw
of your employmen
you.]

m terminating your employment
erious breach by you of the terms
ct or acts of gross misconduct by

4. Place of Work

4.1 Your place of work

nises at <<address>> but you may

A

M

P

L

E

S

from time to time both inside and outside the United Kingdom as the Company may reasonably request

the business of the Company both inside and outside the United Kingdom as the Company may reasonably request

4.2 You may be required to work [and overseas] on the Company's business

[and overseas] on the Company's business

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 <<state>>

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

<<state additional payments and benefits>>.]

6. Hours of Work

You will normally work <<state>> hours each week. Your normal working hours will be << am >> to << pm >> with a lunch break of <<state>> hours each day to be taken <<state>> and <<state>>. The Company reserves the right to alter working hours.

each week. Your normal working hours will be <<state>> to <<state>> on Friday each week, with one hour for lunch <<state>> and <<state>>. The Company reserves the right to alter working hours.

7. Remuneration and Benefits

Your salary is £<<state>> per <<state>> normally on << e.g. the last day of the month >> by direct credit transfer to a bank account nominated by you>>.

<<insert frequency e.g. monthly>> per <<state>>. Payment will be made by <<e.g. direct credit transfer to a bank account nominated by you>>.

7.1 You will [not] be entitled to overtime pay for hours worked outside your normal weekly hours <<state overtime terms if applicable.>>

entitled to overtime pay for hours worked outside your normal weekly hours <<state overtime terms if applicable.>>

7.2 [At the Company's discretion] your salary will be reviewed annually in <<month>>. You should not expect that a salary review will result in a salary increase. A salary review will not necessarily result in a salary increase after notice of a salary review has been given by the Company.

your salary will be reviewed annually in <<month>>. You should not expect that a salary review will result in a salary increase. A salary review will not necessarily result in a salary increase after notice of a salary review has been given by the Company.

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

<<state>> from your salary.

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

<<state>> health insurance/permanent health insurance/details of <<state>>.]

7.5 Your entitlement to <<state>> OR after the satisfactory completion of your probationary period>>.

<<state e.g. on your first day of employment or after the satisfactory completion of your probationary period>>.

7.6 The organisation reserves the right to <<state>> your entitlement to <<state>>

<<state>> your entitlement to <<state>>

8. Holidays

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

<<state>> the statutory minimum holiday entitlement of 20 days per annum. Public and bank holidays have been added. This does not include <<state>> employer's discretionary holidays, which may be given at the discretion of the employer. The complete calendar year, including bank and public holidays, is <<state>>

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

<<state>> and finishes on <<state>> each year.

8.3 If your employment terminates <<state>> part way through the holiday year, you will be entitled to <<state>>

<<state>> part way through the holiday year, you will be entitled to <<state>> pro-rata holiday entitlement.

A

M

P

L

E

S

A

M

P

L

E

- your holiday entitlement accordingly.
- 8.4 If, on termination of your employment, you have accrued 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 to make a deduction from the payment of your final salary.
- 8.4.1 you have accrued 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 to make a deduction from the payment of your final salary.
- 8.4.2 you have accrued holiday entitlement, the Company may, at its discretion, require you to take any accrued holiday during your notice period or 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 discretion of the Company's directors. You may not take holidays until your request for approval has been approved.
- 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 to the following year. This entitlement applies for one year only, and any unused holiday will not carry forward to the subsequent holiday year.
- 8.7 If you are sick or injured during your notice period, the Company will allow you to transfer to sick leave or injury leave. Any accrued holiday will be taken strictly subject to the approval of the Company's directors. This is not to be taken as a day off work.
- 8.7.1 You must confirm your request for holiday <<specify method>> in person and by telephone (if possible) as soon as you are able to do so. Your holiday will be affected by any absence due to sickness or injury.
- 8.7.2 The full period of holiday taken due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and you must confirm your request for holiday <<specify method>> in person and by telephone (if possible) as soon as you are able to do so. Your holiday will be affected by any absence due to sickness or injury.
- 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 confirmation must be sent to <<specify job title>>.

9. Other paid leave

- 9.1 Any maternity, paternity, bereavement leave or other paid leave shall be at the rate of <<specify rate of pay>>.
- 9.2 [The Company also details of other paid non-statutory leave>>.\]](#)
- 9.3 Please see the Company's policies for further information.

10. Training

- 10.1 You will be required to undergo training in respect of: << state details >>.
- 10.2 You may be required to undergo 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>>.

S

11. **Sickness Absence**

11.1 In the event of your absence you should contact <<specify contact details>> of the absence to inform <<specify contact details>> the Company as soon as possible and your expected return to work.

When you or someone on your behalf notifies the Company of your absence at the earliest opportunity on the first day of absence. You must inform the Company of 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 days. The form will be available on the Company intranet.

For absences of up to seven days, you will be required to provide a self-certification form.

11.3 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 Note') / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') to the Company.

For absences of more than seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') to the Company. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.

11.4 **EITHER - When the employee is entitled to SSP only receive SSP unless they are also entitled to company sick pay.**

Employees are entitled to a statutory right to sick pay; employee will only receive SSP unless they are also entitled to company sick pay.

[You are absent for <<specify number of days>> days. You are entitled to Statutory Sick Pay (SSP) if the requirements above are met. The 'qualifying days' are <<state details>>. There is no contractual right to payment in respect of such payments are <<state details>>.]

[If you are absent for <<specify number of days>> days because of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP) 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 <<state details>>.]

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

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

[If you are absent for <<specify number of days>> days because of sickness or incapacity, and you have complied with the requirements above, you are entitled to <<specify percentage>> of your normal basic salary as company sick pay, for up to a maximum of <<specify number of days>> days. Company sick pay is equal to <<specify percentage>> of your normal basic salary in accordance with the <<specify company name>> company sick pay scheme.]

[If you are absent for <<specify number of days>> days because of sickness or incapacity, and you have complied with the requirements above, you are entitled to <<specify percentage>> of your normal basic salary as company sick pay, for up to a maximum of <<specify number of days>> days. Company sick pay is equal to <<specify percentage>> of your normal basic salary in accordance with the <<specify company name>> company sick pay scheme.]

11.5 The Company has the right to record absence levels and reasons for absences. Such information is confidential.

The Company has the right to record absence levels and reasons for absences. Such information is confidential.

11.6 The Company may require you to undergo 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 examination to the Company. The cost of such medical examination shall be borne by the Company where it is reasonable to do so.

The Company may require you to undergo 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 examination to the Company. The cost of such medical examination shall be borne by the Company where it is reasonable to do so.

12. **Pension**

[The designated pension scheme is <<specify pension scheme>> where e.g. Staff Pension Scheme. The Company will make contributions of <<specify percentage>> of your salary.]

[Details can be found in <<State details>> from <<specify job title>>]. [The Company will make contributions of <<specify percentage>> of your salary. You may also be eligible to contribute to the scheme.]

A

M

P

L

E

S

15. **Exclusivity of Service**

You may not, without the
any business other than th
duty or endeavour during y

the Company, devote any time to
any or to any public or charitable
.

A

16. **Collective Agreements**

[There are no collective a

ur employment.]

OR

[Your employment is s
relevant agreement>>.]

collective agreement <<specify

M

17. **Grievance Procedure**

The formal grievance pro
title>>. This policy does no

e on request from <<specify job
and conditions of employment.

18. **Disciplinary Procedure**

The disciplinary rules app
Disciplinary Rules and Pro
conditions of employment.

ment are set out in the attached
s not form part of your terms and

P

19. **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.

L

E

S

20. **Changes to Terms and Conditions**

The Company may amend the terms and conditions in this document [[and in the Employee Manual](#)] and any such change will be notified to you personally and generally applied, by notice.

A

21. **Severability**

The various provisions of these Terms and Conditions are severable, and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction the enforceability shall not affect the validity or enforceability of the remaining or identifiable parts.

M

22. **Governing Law**

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:

P

I confirm my agreement that the terms and conditions and the attached Schedule constitute my contract of employment.

Signed:

<<Name of Employee>>

L

E