# he>> **Terms and Cd** f Employment **E STATEMENT** STANDARD FO **<<E**

This document contains the main service with the Company. [Your contained in the letter offering yo ambiguity or discrepancy between document, the terms in the Offer contrary.]

f employment which govern your cany is also subject to the terms or Letter"). If there should be any letter and the terms set out in this ept where expressly stated to the

dentiality.

<<Date>>

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# **TERMS AND**

## MPLOYMENT

#### **BETWEEN**

- <<Name of Company>> (1) registration number << referred to as "we". "us" or
- (2) <<Name of Employee>> of

<< England and Wales>> under ce is at <<Address>> (hereinafter

er referred to as "you")

#### IT IS AGREED as follows:

#### 1. General

These Terms and Conditio provide its employees with their employment as requi compliant with the Emp Regulations 2007 as amen

#### 2. **Duties and Job Title**

- 2.1 You are employed be required to ur determined by the responsibilities: << responsibilities>>].
- 2.2 The Company rese time and from time

npany pursuant to its obligation to the main terms and conditions of Employment Rights Act 1996 and d Working Time (Amendment) relevant time.

#### capacity of <<job title>>. You will and responsibilities as may be me] OR [the following duties and brief summary of duties and

r duties and responsibilities at any eeds of the Company's business.

#### 3. Date of Commencement /

- 3.1 Your employment v continuous employr period of employme date>>].
- 3.2 **EITHER - If the em**

[Your employment continue only until termination by either notice in writing of may be summari misconduct.]

#### OR - If the employ

[Your employment be terminated at ar

#### hployment [and Notice Period]

on <<date>> and your period of [began on that date and no other period] OR [began on <<relevant

#### use this clause:-

sis and is currently expected to orary employment is subject to er <<number of days/weeks etc>> nt. Alternatively, your employment ou are found guilty of gross

#### , use this clause:-

ill terminate on <<date>>. It may by either party giving to the other dentiality.

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

# OR - If the employ the table of notice

[The first << number period during which period may be exter period, the full discipled to the full discipled

During the << >> party to this Contract

3.3 Following the end may be ended by w

Notice to be given by the

#### Length of continuous ser

From one month up to two

From two years to 12 years

12 or more years

Notice to be given to the

#### Length of continuous ser

Less than one month

One month onwards

- 3.4 We reserve the rig notice.
- 3.5 Nothing in this Co summarily or otherw of your employmen you.]

#### 4. Place of Work

4.1 Your place of work

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

#### se this set of clauses (including

nployment will be a probationary be assessed. The probationary iscretion. During the probationary cedure will not apply.

eriod the notice required by either byment will be one week.

od, your contract of employment



#### um period of notice

eek

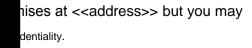
eeks and one additional week for ontinuous year of employment in of two years

ks

#### im period of notice

etion to pay you salary in lieu of

m terminating your employment serious breach by you of the terms act or acts of gross misconduct by



from time to time b inside and outside t duties at such othe reasonably request

4.2 You may be require Company's busines

#### 5. Work outside the UK

- 5.1 You are required to
- 5.2 You will be paid <<
- 5.3 You will also red benefits>>.]

#### 6. Hours of Work

You will normally work << hours will be << am >> to lunch each day to be taker reserves the right to alter w

#### 7. Remuneration and Benef

Your salary is £<< >> p normally on << e.g. the las direct credit transfer to a ba

- 7.1 You will [not] be er normal weekly hour
- 7.2 [At the Company's <<month>>. You s result in a salary in has been given by e
- 7.3 The Company is au
- 7.4 [You will be entitl insurance/details of
- 7.5 Your entitlement to OR after the satisfa
- 7.6 The organisation re these benefits at ar

### 8. Holidays

- 8.1 You are entitled to entitlement of 20 days added. This does not employer's discretion bank and public hole.
- 8.2 The holiday year co
- 8.3 If your employment

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ne business of the Company both o perform your responsibilities and d Kingdom as the Company may

[and overseas] on the

g. state country and duration>>.

state additional payments and

each week. Your normal working iday each week, with one hour for < >> and << >>. The Company ry.

<insert frequency e.g. monthly>>

Payment will be made by <<e.g.</li>
count nominated by you>>.

ent for hours worked outside your state overtime terms if applicable.]

y will be reviewed annually in salary review will not necessarily review of your salary after notice our employment.]

ıms due to it from your salary.

Ith insurance/ permanent health >.

ence <<state e.g. on your first day orobationary period>>.

your entitlement to

es the statutory minimum holiday plic and bank holidays have been plidays, which may be given at the omplete calendar year, including

I finishes on << >> each year.

part way through the holiday year,

dentiality.

your holiday entitler

- 8.4 If, on termination of
  - 8.4.1 you have exwill deduct a prorated had calculation from the pay
  - 8.4.2 you have h discretion, re make a payr
- 8.5 Holidays must be ta approval of propose will not be allowed Company's discreti approval has been to
- 8.6 All holiday must be circumstances you entitlement to the holiday may not be
- 8.7 If you are sick or transfer to sick lea strictly subject to the
  - 8.7.1 You must copossible) as sickness or i
  - 8.7.2 The full per certificated to days:] and
  - 8.7.3 Within <<e.optimize writing how and the amount of th

#### 9. Other paid leave

- 9.1 Any maternity, pate bereavement leave rate of pay>>.
- 9.2 The Company also leave>>.]
- 9.3 Please see the Con

#### 10. Training

- 10.1 You will be required e.g. health and safe
- 10.2 You may be require discretion and will b training.
- 10.3 You will not be paid

ordingly.

noliday entitlement, the Company s holiday taken in excess of your on the basis of <<specify Company to make a deduction

owing, the Company may, at its oliday during your notice period or oliday entitlement

to the Company. You must obtain ce from <<specify job title>>. You eeks at any one time, save at the holidays until your request for

hich it is accrued. In exceptional o << 5 >> days untaken holiday applies for one year only, and equent holiday year.

, the Company will allow you to nt holiday at a later date. This is

>> in person and by telephone (if to your holiday will be affected by

ue to sickness or injury must be actitioner, [where it exceeds seven

urn to work, you must confirm in as affected by sickness or injury take at another time. This written job title>>.

arental or parental
e.g. the statutory rate/ your normal

etails of other paid non-statutory

r further information.

ng training in respect of: << state

training at the Company's e of pay for any compulsory

ving training: <<give details>>.

dentiality.



#### 11. Sickness Absence

- 11.1 In the event of you should contact <<s of the absence to in the Company as so return to work.
- 11.2 A self-certification days. The form will
- 11.3 For periods of sic weekends, you will Note') / Medical Ce Note / Medical Ce Company.
- 11.4 EITHER When the only receive SSP u

[You are absent for are entitled to Starrequirements above days' are <<state d to payment in respessuch payments are

OR – When the co clause:-

[If you are absent the requirements a maximum of << >> normal basic sala accordance with the

- 11.5 The Company has to for absences. Such
- 11.6 The Company ma medical practitioner you agree to autho detailing the results the Company. The Such an examinati reasonable to do so

#### 12. **Pension**

[The designated pension where e.g. Staff has Company will make

n you or someone on your behalf earliest opportunity on the first day on for absence. You must inform ange in the date of your expected

ed for absences of up to seven

even consecutive days, including Statement of Fitness for Work ('Fit o <<specify job title>>. A new Fit t periodically as required by the

ight to sick pay; employee will

provided that you have met the the SSP scheme the 'qualifying There is no contractual right due to sickness or incapacity. Any ompany.]

pany sick pay scheme, use this

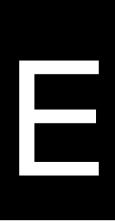
acity, and you have complied with company sick pay, for up to a ear. Company sick pay is equal to receive Statutory Sick Pay in

ecord absence levels and reasons onfidential.

go a medical examination by a y stage of your employment, and ioner to prepare a medical report ch you agree may be disclosed to cost of such medical examination. ted by the Company where it is

Details can be found in <<State from <<specify job title>>.][The ate %>> of your salary. You may

dentiality.



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contribute up to <<s

OR

[If you are eligible, accordance with the

Full details of the sthe minimum contril to opt out if you do scheme, you agree salary.

The scheme is subj the Company may time.]

#### 13. Non- Compulsory Retirer

The Company does not op compulsorily retired on rea retire voluntarily at any time notice of termination of you

#### 14. Confidential Information

- 14.1 You shall neither d of your duties) nor directly or indirectly company, business company, business
  - 14.1.1 any trade s belonging to not limited to or requirement information, information, information,
  - 14.1.2 any docume have been to the Compar has been to confidence to
- 14.2 You shall not at ar any notes or men Company's busines Company.
- 14.3 The obligations of information or kno domain after the tunauthorised disclo

nrol you into a pension scheme, in o-enrolment obligations.

when you are enrolled, including be required to make and your right cheme. While participating in the butions being deducted from your

e amended from time to time, and another pension scheme at any

t age and so you will not be owever, you can choose to Company the required period of

except in the proper performance nit) after the termination thereof, ses or those of any other person, ation, or disclose to any person, on,

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

I", or any information which you ich you might reasonably expect idential, or any information which or any associated company in other persons.

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

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

#### 15. Exclusivity of Service

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

## 16. Collective Agreements

There are no collective a

OR

[Your employment is s relevant agreement>>.]

#### 17. Grievance Procedure

The formal grievance protitle>>. This policy does no

## 18. **Disciplinary Procedure**

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

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

ur employment.]

collective agreement <<specify

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

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

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 be from time to time in force.

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dentiality.

# 20. Changes to Terms and C

The Company may amend document [<<and in the En will be notified to you person

#### 21. Severability

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

#### 22. Governing Law

These Terms and Conditio the laws of England and W

Issued for and on behalf of <<Com

Signed: .....

I confirm my agreement that the constitute my contract of employm

Signed: .....

<<Name of Employee>>

S

nt

ms and conditions in this

Manual>>] and any such change generally applied, by notice.

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

and construed in accordance with

tions and the attached Schedule