

<<Employer Name>>

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# Terms and Conditions of Employment

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<<Employer Name>>

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<<Date>>

This document contains the main terms of your employment which govern your service with the Employer. [Your service is also subject to the terms contained in the letter offering you employment ("Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail, unless expressly stated to the contrary.]

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BETWEEN

(1) <<Name of Employer>> (hereinafter referred to as "the Employer")

(2) <<Name of Employee>> of <<Address>> (hereinafter referred to as "you")

IT IS AGREED as follows:

1. General

These terms and conditions of employment which the Employer is required to provide in accordance with the Employment Act 1996, Employment Act 2002 and Working Time (Amendment) Act 2002 as amended or re-enacted at the relevant time.

2. Date of Commencement/Continuation of Employment

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

2.2 [No employment with <<Name of Previous Employer>> which counts as part of your period of continuous employment with <<Name of Previous Employer>> which counts as part of your continuous period of employment]

2.3 These Terms and Conditions shall not annul any previous agreement, whether verbal or written, in force at any time.

2.4 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, you will be confirmed. The probationary period may be extended at the discretion of the Employer. During the probationary period, the full disciplinary procedure will not apply.

3. Duties

3.1 Your job title is as notified following an appointment letter, or as may subsequently be notified in writing. In the position you will perform such acts, duties and obligations as may be designated by the Employer which are consistent with that position. The Employer may from time to time require you to perform duties normally undertaken by other employees or additional duties. However you will not be assigned duties which you are not reasonably expected to perform.

3.2 You are required to comply with the Employer's rules, regulations and policies for its employees from the date of your appointment.

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4. **Hours of Work**

4.1 Your basic hours of work are << >> hours per week. Normal working hours are Monday to << >>, including one hour for lunch.

4.2 You may be required to work as and when requested to do so by the Employer or the Employer's customers if the performance of your work so requires. There is no entitlement to remuneration for any additional hours worked in excess of your normal hours unless this obligation has already been taken into consideration in the setting of your salary level.

4.3 [The Working Time Regulations 1998 require that the average working time including overtime does not exceed 48 hours in each seven day period (averaged over a 17 week period) unless you agree that this arrangement at any time during this contract with the Employer will be different. You may terminate this agreement by giving the Employer 3 months written notice to the Employer.]

5. **Place of Work**

5.1 Your place of work is << >> premises or the Employer's home located at <<address>>. You may also be required to work at any other of the Employer's premises within reasonable travelling distance of your home. During your employment you may also be required to work at the homes of the Employer's customers, and to travel both ways to and from such premises.

5.2 You may be required to work << >> [and overseas] on the Company's business.

6. **Work outside the UK**

6.1 You are required to work << >> [e.g. state country and duration]>>.

6.2 You will be paid << >>

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

7. **Remuneration, Benefits, Expenses and Pensions**

7.1 Your salary is as set out in << >> and is payable monthly <<eg. in arrears by credit transfer on the << >> day of each month, or such other date with your agreement>>. You will subsequently be notified.

7.2 You will be paid or reimbursed for reasonable pre-approved expenses properly incurred by you in carrying out your duties on behalf of the Employer, subject to you providing supporting receipts in respect of such expenses when requested.

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7.3 [At the Company's discretion, your salary will be reviewed annually in <<month>>. You should be aware that a salary review will not necessarily result in a salary increase. You will be notified of any review of your salary after notice has been given by the Employer.]

7.4 The Employer shall be liable to pay you during your employment, or in any event on termination, any remuneration or your expenses any unpaid monies due to you by the Employer. Any amount deducted under this clause is a general deduction and the Employer reserves the right to assess their loss and is not intended to act as a final settlement. Deductions may include, but are not limited to:

7.4.1 An overpayment of wages, bonus, commission or expenses.

7.4.2 Annual leave accrued at the date of the termination of your employment.

7.4.3 Any loans, interest or charges.

7.4.4 When you leave the Employer, the balance of any financial assistance provided for you.

7.4.5 The market value of any property of the Employer.

7.5 [You will also be entitled to the Employer's Commission or Bonus Plan (as notified), subject to the terms and conditions from time to time in force. Details of the Plan will be provided to you separately. The Employer reserves the right to amend the Plan, or to terminate the Plan, or to substitute another Plan.]

7.6 [You will be entitled to private medical health insurance/permanent health insurance/details of the Plan.]

7.7 Your entitlement to private medical health insurance OR after the satisfactory completion of your probationary period <<state e.g. on your first day OR after the satisfactory completion of your probationary period>>.

7.8 The organisation reserves the right to vary your entitlement to private medical health insurance/permanent health insurance/details of the Plan.]

8. [Car/Use of Employer's Car]

The Offer Letter will state whether you are entitled to use of the Employer's car or to a car allowance, or to a car, or to a car allowance. If you are entitled to a car allowance the Offer Letter will specify the amount of the allowance to be paid monthly in arrears with your salary. If you are entitled to a car, the Offer Letter will specify the maximum value of the car and you will also be notified of the Employer's Car Policy setting out the terms and conditions of the car.]

9. **Holidays**

9.1 You are entitled to a minimum holiday entitlement of 20 days per annum, which includes the statutory minimum holiday entitlement of 28 days per annum. Public and bank holidays have been added. This does not include any additional holidays, which may be given at the discretion of the Employer. The holiday entitlement is for the complete calendar year, including bank and public holidays.

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9.2 The holiday year commences on << >> and finishes on << >> each year.

9.3 If your employment terminates part way through the holiday year, your holiday entitlement will be calculated accordingly.

9.4 If, on termination of

9.4.1 you have exceeded your holiday entitlement, the Employer will deduct a sum from your holiday pay for any holiday taken in excess of your prorated holiday entitlement on the basis of <<specify calculation>>. The Employer reserves the right to make a deduction from the pay of any employee in such circumstances.

9.4.2 you have holiday entitlement, the Employer may, at its discretion, require you to take holiday during your notice period or make a payment in lieu of holiday entitlement.

9.5 Holidays must be taken with the approval of the Employer. You must obtain the approval of proposed dates for leave from <<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 Employer. You may not take holidays until your request for approval has been fully considered.

9.6 All holiday must be taken within the holiday year in which it is accrued. In exceptional circumstances you may be allowed to carry over up to << 5 >> days untaken holiday entitlement to the following holiday year. This carry over applies for one year only, and any holiday not taken in the subsequent holiday year will be lost.

9.7 If you are sick or injured during your holiday, the Employer will allow you to transfer to sick leave or injury leave. This transfer is strictly subject to the approval of the Employer.

9.7.1 You must contact the Employer <<specify method>> 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 holiday taken due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and the Employer will allow you to transfer to sick leave or injury leave.

9.7.3 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 notification must be submitted to <<specify job title>>.

## 10. Other paid leave

10.1 Any maternity, paternity, bereavement leave or parental leave will be paid at <<specify rate>> (e.g. the statutory rate/ your normal rate of pay>>).

10.2 The Company also provides <<specify details of other paid non-statutory leave>>.]

10.3 Please see the Company Handbook for further information.

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11. Training

- 11.1 You will be required to attend training in respect of: << state e.g. health and safety >>
- 11.2 You may be required to attend training at the Company's discretion and will be entitled to receive the same rate of pay for any compulsory training.
- 11.3 You will not be paid for any training during the following training: <<give details>>.

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12. Sickness Absence

- 12.1 In all cases of absence from work (if possible by telephone) you must inform the Employer as soon as practicable and keep the Employer informed of the likely date of return to work.
- 12.2 A self-certification form will be required for absences of up to seven days. The form will be provided for absences of up to seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate to the Employer. A new Fit Note / Medical Certificate must be provided as required by the Employer.
- 12.4 **EITHER - When the employee has a contractual right to sick pay; employee will only receive SSP unless otherwise stated.**

[If you are absent for a period of seven consecutive days, including weekends, you are entitled to Statutory Sick Pay (SSP) provided that you have met the requirements above and the 'qualifying days' are <<state days>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any payments in respect of such payments are at the discretion of the Employer.]

**OR – When the Employer has an Employee Sick Pay scheme, use this clause:-**

[If you are absent for a period of seven consecutive days, including weekends, you are entitled to Statutory Sick Pay (SSP) provided that you have met the requirements above and the 'qualifying days' are <<state days>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any payments in respect of such payments are at the discretion of the Employer.]

- 12.5 The Employer has the right to record absence levels and reasons for absences. Such records will be held confidentially.
- 12.6 The Employer 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 Employer. The cost of such medical examination will be borne by the Employer where it is reasonable to do so.

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13. Pension

[The designated pension 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 salary. You may contribute up

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[If you are eligible, the Company in accordance with the Company

will introduce you into a pension scheme, in accordance with the Company's contribution obligations.

Full details of the scheme, including the minimum contribution level, and if you do not want to join the worker pension contribution

When you are enrolled, including the minimum contribution level, and your right to opt out of contributing in the scheme, you agree to contribute to your salary.

The scheme is subject to change and the Company may replace the

at any time, and the Company may terminate the pension scheme at any time.]

14. Non –Compulsory Retirement

The Employer does not opt to compulsorily retire on reaching a certain age voluntarily at any time, provided that you are not terminated of your employment

at a certain age and so you will not be compulsorily retired. However, you can choose to retire voluntarily after the required period of notice

15. [Health Insurance and Other Benefits]

15.1 You are eligible to participate in the Employer's service life assurance and death-in-life insurance terms and conditions. Details of the schemes are available on request. You may choose not to participate in these schemes.

15.1 You are eligible to participate in the Employer's [medical insurance] [death-in-life insurance] scheme, subject to the terms and conditions that are from time to time in force. Details of the schemes are available on request. You may choose not to participate in these schemes.

15.2 The Employer reserves the right to substitute another scheme for any of the schemes.

15.2 The Employer reserves the right to substitute participation in any scheme or to substitute other benefits available to you under any of the schemes.

15.3 For the avoidance of doubt, this Clause is without prejudice to the Employer's right to terminate employment for whatever reason, in accordance with Clause 19 below.]

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16. Maternity Leave

The Employer will comply with the relevant statutory provisions in respect of Maternity Leave.

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17. Paternity Leave

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18. Exclusivity of Service

18.1 You are required to devote your full attention and abilities to your job duties during working hours and at all times.

attention and abilities to your job duties during working hours and at all times in the best interests of the Employer at all times.

18.2 You must not, with or without the prior approval of the Employer, be in any way directly or indirectly employed or concerned in any other business or undertaking where the interests of such business are in conflict with the interests of the Employer or where such other business might obstruct the efficient discharge of your duties. [However, you may hold up to 5% of any class of securities for investment purposes if such security is quoted on a recognised Stock Exchange. If the holding exceeds 5% the prior approval of the Employer should be obtained.]

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19. Confidential Information

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19.1 You shall neither disclose nor (in the course of your duties) nor allow others to disclose (directly or indirectly) any confidential information of the Employer, its company, business, or any other company, business, or organisation, or any information which you might reasonably expect to be confidential, or any information which has been given in confidence by customers, suppliers or other persons.

except in the proper performance of your duties (and then only if you are permitted to do so) after the termination thereof, you shall not disclose to any other person, in any way, any confidential information, or those of any other person, or any information which you might reasonably expect to be confidential, or any information which has been given in confidence by customers, suppliers or other persons.

19.1.1 any trade secrets, confidential information relating to or belonging to the Employer, its company, business, or organisation, or any information which you might reasonably expect to be confidential, or any information which has been given in confidence by customers, suppliers or other persons, including but not limited to any such information as customer lists or requirements, price lists or pricing information, sales and marketing plans or development plans, design information, technical information, research and development information, or any information which you might reasonably expect to be confidential, or any information which has been given in confidence by customers, suppliers or other persons.

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19.1.2 any documents, information, or any information which you might reasonably expect to be confidential, or any information which has been given in confidence by customers, suppliers or other persons.

information, or any information which you might reasonably expect to be confidential, or any information which has been given in confidence by customers, suppliers or other persons.

19.2 You shall not at any time, in the course of your employment with the Employer, make any notes or memoranda, or any other records, of any matter within the scope of the Employer's business, or any information which you might reasonably expect to be confidential, or any information which has been given in confidence by customers, suppliers or other persons, otherwise than for the benefit of the Employer.

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19.3 The obligations contained in this section shall cease to apply to any confidential information or knowledge which subsequently come into the public domain after the termination of your employment, other than by way of unauthorised disclosure.

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20. Grievance Procedures

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The Employer's Grievance Procedure Policy (the "Policy") does not form part of your terms and conditions of employment.

request from the Employer. This Policy does not form part of your terms and conditions of employment.

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21. Discipline

21.1 You will be expected to maintain a high standard of work performance and conduct at all times. If you fail to meet the reasonable levels acceptable to the Employer, you may be subject to disciplinary action which could ultimately result in dismissal if no satisfactory alternatives were not forthcoming.

21.2 The disciplinary rules and procedures for the Employer's Discipline Policy are set out in the Employer's Discipline Policy. A copy will be provided to you with this contract of employment. If, for any reason, you have not received a copy of the Employer's Discipline Policy and Procedure please request one from the Employer. This is a part of your terms and conditions of employment.

22. Data Protection

The Company is required to protect your personal data and what we do with that data. We will secure your personal data and ensure that we shall at all times comply with all relevant data protection legislation. [Company's data protection policy is available from time to time in force.]

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The Company is required to protect your personal data and what we do with that data. We will secure your personal data and ensure that we shall at all times comply with all relevant data protection legislation. [Company's data protection policy is available from time to time in force.]

23. Termination of Employment

[EITHER

23.1 During the << >> period the notice required by either party to this Contract of Employment will be one week.

23.2 After the successful completion of a probationary period, your employment may be ended by the Employer giving you one month's written notice. The Employer will give you one month's written notice and after four years' continuous service you will be entitled to one month's notice for each additional complete year of service up to a maximum of 12 months' notice.

23.3 We reserve the right to terminate your employment without notice. Where you are terminated without notice, you will not be entitled to any additional payment in lieu of notice or otherwise have accrued holiday pay.

23.4 Nothing in this Contract of Employment shall prevent the Employer from terminating your employment if you are in breach of any serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

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Nothing in this Contract of Employment shall prevent the Employer from terminating your employment if you are in breach of any serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

[OR (this option reflects the minimum period provided by law)

23.1 Your contract of employment shall be terminated by written notice as follows:

Notice to be given by you

Length of continuous service

From one month up to two years

From two years to 12 years

period provided by law)

by written notice as follows:

Minimum period of notice

one week

two weeks and one additional week

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each continuous year of employment in excess of two years

12 or more years

weeks

Notice to be given to the

Length of continuous service

Minimum period of notice

Less than one month

day

One month onwards

week

23.2 We reserve the right to terminate your employment without notice.

option to pay you salary in lieu of notice.

23.3 Nothing in this Clause shall prevent the Employer from terminating your employment summarily or otherwise if you have committed a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

from terminating your employment summarily or otherwise if you have committed a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

**24. Employer's Property**

On the termination of your employment you shall return to the Employer in accordance with their instructions all property belonging to the Employer (including but not limited to software, models, notes, reports and other property belonging to the Employer (including but not limited to cards and passes) which are in your possession or control. You will, if so required by the Employer, confirm in writing that you have returned all such property to the Employer. Clause.

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**25. Health and Safety**

The Employer will take all necessary steps to ensure the health and safety of its employees, including outlining any hazards and risks and providing appropriate training. It is your responsibility to report any potential hazards or risks to the Employer.

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**26. Severability**

The various provisions and sub-provisions of these Terms and Conditions are severable, and if any provision is held to be invalid or unenforceable by any court of law having jurisdiction then such invalidity or unenforceability shall not affect the validity of the remaining provisions or sub-provisions or identifiable parts thereof.

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**27. Governing Law**

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

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Issued for and on behalf of the Em

Signed: .....

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**Employee**

I hereby warrant and confirm that I have not been employed by any other person or entity in the previous 12 months, or in any other way, from performing any of the duties of employment under the terms and conditions of this Agreement.

previous employment terms and conditions consistent with the Employer or otherwise. I accept the terms and conditions of this Agreement.

Signed: .....

Date: << >>

<<Name of Employee>>

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