

<<Company Name>>

Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms of your employment which govern your service with the Company. [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 and the terms set out in this Offer Letter, the terms in the Offer Letter shall prevail where expressly stated to the contrary.]

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TERMS AND CONDITIONS

BETWEEN

- (1) <<Name of Company>> a company registered in <<Country>> (<<England and Wales>> under registration number << >> is at <<Address>> (hereinafter referred to as “we”, “us” or “our”)
- (2) <<Name of Employee>> of <<Company Name>> (hereinafter referred to as “you”)

IT IS AGREED as follows:

1. General

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

2. Date of Commencement/Continuity of Employment

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

2.2 [No employment with any other employer counts as part of your period of

OR

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

2.3 These Terms and Conditions shall not annul any previous agreement whether verbal or written in force at the 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 Company. During the probationary period, the full disciplinary procedure will not apply.

3. Duties

3.1 Your job title is as set out in your offer letter, or as may subsequently be notified following a change of position you will perform all acts,

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duties and obligations of the Company which the Company may from time to time undertake by other employees. You will not be assigned

orders as may be designated by the Company which are consistent with that position. The Company may require you to perform duties normally assigned to you or additional duties. However you must reasonably perform.

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

Company's rules, regulations and policies

4. Hours of Work

4.1 The Company's basic normal working hours are <<number of>> hours per week. Normal working hours are from << >> to << >>, including one hour for lunch.

<<number of>> hours per week. Normal working hours are from << >> to << >>, including

4.2 However, you may be requested to do so if the proper performance of your work so requires. The Company will be paid extra remuneration for any additional hours worked if such hours have already been taken

additional hours as and when the proper performance of your work so requires. You will be paid extra remuneration for any additional hours worked if such hours have already been taken

4.3 [The Working Time Regulations 1998 (including overtime) shall apply (averaged over a 12 month period) to you. You agree that this arrangement is for your benefit and you may terminate this arrangement at any time by giving the Company <<number of>> months written notice to the Company.]

that the average working time shall be <<number of>> hours in each seven day period during the term of this contract with the Company. You may terminate this arrangement at any time by giving the Company <<number of>> months written notice to the Company.]

5. Place of Work

5.1 Your place of work shall be <<address>>. However, you will also be required to work at any other Company premises within reasonable travelling distance of your home. During the course of your employment you may be required to work at various premises belonging to the Company's clients both within the UK and abroad.

premises located in <<address>>. However, you will also be required to work at any other Company premises within reasonable travelling distance of your home. During the course of your employment you may be required to work at various premises belonging to the Company's clients both within the UK and abroad.

5.2 You may be required to work <<state>> [and overseas] on the <<state>>

<<state>> [and overseas] on the <<state>>

6. Work outside the UK

6.1 You are required to work <<state country and duration>>.

<<state country and duration>>.

6.2 You will be paid <<state>>

<<state>>

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

<<state additional payments and benefits>>.]

7. Remuneration, Benefits, Expenses and Pensions

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

and is payable monthly <<eg. in arrears by credit transfer on the << >> day of each month, or such other date with you subsequently be notified.

7.2 You will be paid <<state>> reasonable pre-approved expenses

reasonable pre-approved expenses

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properly incurred for the Company, subject to you providing receipts in respect of such expenses when requested.

When performing your duties on behalf of the Company, you must provide supporting receipts in respect of such expenses when requested.

7.3 [At the Company's discretion, your salary will be reviewed annually in <<month>>. You should understand that a salary review will not necessarily result in a salary increase. A review of your salary after notice of your employment.]

[At the Company's discretion, your salary will be reviewed annually in <<month>>. You should understand that a salary review will not necessarily result in a salary increase. A review of your salary after notice of your employment.]

7.4 The Company shall pay you during your employment, or in any event on termination of your employment, any remuneration or your expenses any unpaid monies due to you. Any amount deducted under this clause is a general deduction company to assess its loss and is not intended to act as a final settlement. Items may include, but are not limited to:

during your employment, or in any event on termination of your employment, any remuneration or your expenses any unpaid monies due to you. Any amount deducted under this clause is a general deduction company to assess its loss and is not intended to act as a final settlement. Items may include, but are not limited to:

7.4.1 An overpayment of wages, bonus, commission or expenses

on, wages, bonus, commission or expenses

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

ate of the termination of your employment and your accrued entitlement to annual leave

7.4.3 Any loans, interest or charges

ans

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

balance of any financial assistance provided for you

7.4.5 The market value of any Company property

Company property

7.5 [You will also be eligible for the Company's Commission or Bonus Plan (as notified from time to time in force. Details of the Plan and the terms of the Plan, or to terminate the Plan, will be supplied to you separately.]

[You will also be eligible for the Company's Commission or Bonus Plan (as notified from time to time in force. Details of the Plan and the terms of the Plan, or to terminate the Plan, will be supplied to you separately.]

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

health insurance/permanent health insurance/details of the Plan.]

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

ence <<state e.g. on your first day of employment>>. <<state e.g. on your first day of employment>>.

7.8 The organisation reserves the right to vary your entitlement to these benefits at any time.

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 car allowance, the amount of the allowance, and if you are entitled to a car, the Offer Letter will also be issued with a Company Car Policy setting out the terms and conditions which apply to the car.

to a car allowance or to a Company car. If you are entitled to a car allowance, the Offer Letter will specify the amount of the allowance, and if you are entitled to a car, the Offer Letter will also be issued with a Company Car Policy setting out the terms and conditions which apply to the car.

9. Holidays

9.1 You are entitled to a minimum holiday entitlement of 20 days per annum.

es the statutory minimum holiday entitlement of 20 days per annum. Public and bank holidays have been included in this entitlement.

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added. This does not
employer's discretion
bank and public hol

olidays, which may be given at the
complete calendar year, including

9.2 The holiday year co

d finishes on << >> each year.

9.3 If your employment
your holiday entitle

part way through the holiday year,
ordingly.

9.4 If, on termination of

9.4.1 you have ex
will deduct a
prorated h
calculation>
from the pay

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

9.4.2 you have h
discretion, re
make a payr

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

9.5 Holidays must be ta
approval of propose
will not be allowed
Company's discreti
approval has been f

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

9.6 All holiday must be
circumstances you
entitlement to the
holiday may not be

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

9.7 If you are sick or
transfer to sick lea
strictly subject to the

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

9.7.1 You must co
possible) as
sickness or i

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

9.7.2 The full per
certificated b
days;] and

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

9.7.3 Within <<e.g.
writing how
and the amo
notification n

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

10. Other paid leave

10.1 Any maternity, pate
bereavement leave
rate of pay>>.

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

10.2 The Company also
leave>>.]

etails of other paid non-statutory

10.3 Please see the Com

or further information.

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11. Training

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

12. Sickness Absence

- 12.1 In the event of your sickness absence you should contact <<specify contact details>> at the earliest opportunity on the first day of the absence to inform the Company as soon as possible of 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 intranet.
- 12.3 For periods of sickness absence exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate ('Medical Certificate') issued by a General Practitioner / Medical Certificate Issuer. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.
- 12.4 **EITHER - When the employee is entitled to a contractual right to sick pay; employee will only receive SSP unless they are entitled to a contractual right to sick pay.**
 [If you are absent for a period of <<state days>> you are entitled to Statutory Sick Pay (SSP) provided that you have met the requirements above. The 'qualifying days' are <<state days>>. There is no contractual right to payment in respect of such payments are <<state>>.
OR - When the company sick pay scheme, use this clause:-
 [If you are absent for a period of <<state days>> you are entitled to Company sick pay, for up to a maximum of <<state>> days. Company sick pay is equal to <<state>> of your normal basic salary in accordance with the Company's Sickness Absence Policy.]
- 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 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 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.

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13. Pension

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

Details can be found in <<State %>> [The Company will contribute <<state %>> of your salary. You may contribute up 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 scheme rules and its legal obligations.

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

Full details of the scheme are set out in <<state %>>. The Company may replace the scheme from time to time, and the Company may replace the scheme at any time.]

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The scheme is subject to <<state %>> and the Company may replace the scheme at any time.]

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14. Non – Compulsory Retirement

The Company does not require you to be compulsorily retired on reaching a certain age, but you may retire voluntarily at any time, provided you have given the required period of notice of termination of your employment.

You may retire at any time, provided you have given the required period of notice of termination of your employment.

15. [Health Insurance and Other Schemes]

15.1 You are eligible to participate in the Company's [medical insurance] [death-in-service life assurance] [death-in-service life assurance] scheme, subject to the terms and conditions of the scheme. Details of the scheme are set out in <<state %>>. If you wish to participate in these schemes, you should advise the Company.

15.1 You are eligible to participate in the Company's [medical insurance] [death-in-service life assurance] [death-in-service life assurance] scheme, subject to the terms and conditions of the scheme. Details of the scheme are set out in <<state %>>. If you wish to participate in these schemes, you should advise the Company.

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

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15.3 For the avoidance of doubt, the Company's right to terminate employment without notice, in accordance with Clause 19 below.]

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16. Maternity Leave

The Company will comply with the requirements of the Maternity Leave Act 1993. The Company's Maternity Leave Policy is set out in <<state %>>.

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21. Discipline

21.1 You will be expected to conduct at all times to the Company, ultimately result forthcoming.

standard of work performance and the reasonable levels acceptable disciplinary action which could factory improvements were not

21.2 The disciplinary rules Company's Discipline with this contract of copy of the Company <<specify job title>> terms and condition

employment are set out in the re. A copy will be provided to you y reason, you have not received a y and Procedure please contact policy does not form part of your

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22. Termination of Employment

[EITHER

22.1 During the << >> party to this Contract

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

22.2 After the successful may be ended by Company will give continuous service year of service up to

probationary period, your employment y one month's written notice. The ten notice and after four years' notice for each additional complete s' notice.

22.3 We reserve the right notice.

option to pay you salary in lieu of

22.4 Nothing in this Contract summarily or otherwise of your employment you.]

from terminating your employment erious breach by you of the terms act or acts of gross misconduct by

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[OR (this option reflects the sta

provided by law)

22.1 Your contract of emp

written notice as follows:

Notice to be given by the

Length of continuous ser

Minimum period of notice

From one month up to two

week

From two years to 12 years

weeks and one additional week for continuous employment in excess of two

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12 or more years

Notice to be given to the

Length of continuous service

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Minimum period of notice

Less than one month

One month onwards

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

option to pay you salary in lieu of

22.3 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise without notice in the event of 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 without notice in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

23. 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, keys, and any other property (including but not limited to the [Company car], keys, and any other property) and any other property under your control. You will be deemed to have complied with your obligations if you have returned all such property to the Company.

immediately return to the Company all company property, including but not limited to correspondence, records, mobile devices, keys, and any other property (including but not limited to the company (including but not limited to the [Company car], keys, and any other property) and any other property under your control. You will be deemed to have complied with your obligations if you have returned all such property to the Company.

24. Data Protection

The Company is required to protect your personal data and what we do with that data. We will take all reasonable steps to secure your personal data and to ensure that we comply with all relevant data protection legislation. For more information, please refer to the [Company's data protection policy].

personal data that we collect about you and what we do with that data. We will take all reasonable steps to secure your personal data and to ensure that we comply with all relevant data protection legislation. For more information, please refer to the [Company's data protection policy].

25. Health and Safety

The Company will take all reasonable steps to ensure your health and safety, including outlining clearly any hazards and risks associated with your work. It is your responsibility to follow the instructions and to report any hazards, however minor.

ensure your health and safety, including outlining clearly any hazards and risks associated with your work. It is your responsibility to follow the instructions and to report any hazards, however minor.

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26. Changes to Terms and Conditions

The Company may amend these terms and conditions in this document and any such changes shall be made to you personally in writing or, when generally applied, by notice

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27. Severability

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

28. 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

Signed:

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Date: << >>

Employee

I hereby warrant and confirm that I have not been employed by previous employment terms and conditions, or in any other capacity, prior to employment with the Company or performing any of the duties described in the terms referred to above. I accept the terms and conditions of this Agreement.

Signed:

<<Name of Employee>>

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Date: << >>

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