<<C ne>>

Terms and Co f Employment

<<E e>>

SAMPLE

<<Date>>

This document contains the main f employment which govern your service with the Company. [You any is also subject to the terms contained in the letter offering yo er Letter"). If there should be any ambiguity or discrepancy betwee etter and the terms set out in this document, the terms in the Offe ept where expressly stated to the contrary.]

TERMS AND CONDITIONS

BETWEEN

(1) <<Name of Company>> a <<England and Wales>> under registration number << > ce is at <<Address>> (hereinafter referred to as "we", "us" or

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

IT IS AGREED as follows:

1. General

The following terms and co u in accordance with the terms of the Employment Rights Act 2002, Working Time (Amendment) Regulations 2007 and Prev le Treatment Regulations 2002 as amended or re-enacted at t

2. Duties and Job Title

2.1 You are employed a cription>>. You will be responsible to <<specify name a perior>>.

2.2 In your job position duties and obligations and comply with such orders as e Company which are reasonably consistent with that may from time to time require you to perform duties r others or to take on different or additional duties, h assigned duties which you cannot reasonably perform

3. Fixed Term

3.1 This is a fixed term date of commencement specified in clause 4.1, and n whose work you are covering returns to work aft sickness absence>>, when it will automatically termin your employment will come to an end on or around < mpany cannot guarantee you any minimum or maxim t. It is a condition of this contract that you agree that e returns to work, your contract of employment will ter

3.2 During the fixed ter ate the contract on giving not less than << >> weeks ur employment may be summarily terminated if you ar sconduct.

3.3 Unless renewed by act and your employment with the Company will termin ed term.

4. Date of Commencement/ ployment

4.1 Your period of conti us begins on <<Full Date>>.

4.2 [No employment wi r counts as part of your period of continuous employr

OR

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[Your employment us employer>> which began on <<Date>> will coun us period of employment with us.]

4.3 In accepting your a eemed that you have accepted all the terms and condi ract.

4.4 This contract of em evious agreement whether verbal or written given to y

4.5 The first <<e.g. 3> rm will be a probationary period. During this period y nduct will be monitored. At the end of the probationary ce will be reviewed and if found satisfactory your ap ned. The probationary period may be extended at the During the probationary period, the full disciplinary an will not apply. The probationary period may be exte iscretion. During the probationary period, the full disci cedure will not apply.

5. Hours of work

5.1 Your normal worki << >> am and << >> pm Mondays to Fridays r for lunch [which must be taken between << >> and

5.2 In certain circumsta y to adjust or exceed the hours in order to ensure that performed.

5.3 [You will be paid fo accordance with the requirements of this clause on the fy terms>>.]

OR

[You will not be en ent for hours worked outside your normal weekly hour

6. Place of work

6.1 Your place of work nises at <<address>> but you may from time to time b he business of the Company both inside and outside perform your responsibilities and duties at such othe d Kingdom as the Company may reasonably request

6.2 You may be require [and overseas] on the Company's busines

7. Work outside of UK

7.1 You are required to g. state country and duration>>.

7.2 You will be paid <<

7.3 You will also rec <state additional payments and benefits>>.]

8. Remuneration and Benef

8.1 You will be paid << redit transfer to your bank account in arrears at the rate onth.

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8.2 Your salary will be r y at our discretion.

8.3 The Company is au ums due to it from your salary.

8.4 [You will be entitl lth insurance/ permanent health insurance/details of >.

8.5 Your entitlement to ence <<state e.g. on your first day OR after the satisfa probationary period>>.

8.6 The organisation re your entitlement to these benefits at ar

9. Collective agreements

[There are no collective ag r employment.]

OR

[Your employment is subje tive agreement <<specify relevant agreement>>.]

10. Holidays

10.1 You are entitled to es the statutory minimum holiday entitlement of 20 da blic and bank holidays have been added. This does n olidays, which may be given at the employer's discreti omplete calendar year, including bank and public hol

10.2 The holiday year co d finishes on << >> each year.

10.3 If your employment part way through the holiday year, your holiday entitler ordingly.

10.4 If, on termination of

10.4.1 you have ex holiday entitlement, the Company will deduct a s holiday taken in excess of your prorated h on the basis of <<specify calculation>> Company to make a deduction from the pay

10.4.2 you have h owing, the Company may, at its discretion, re oliday during your notice period or make a payr liday entitlement

10.5 Holidays must be ta to the Company. You must obtain approval of propose ce from <<specify job title>>. You will not be allowed eeks at any one time, save at the Company's discreti k holidays until your request for approval has been

10.6 All holiday must be hich it is accrued. In exceptional circumstances you o << 5 >> days untaken holiday entitlement to the applies for one year only, and holiday may not be equent holiday year.

10.7 If you are sick or , the Company will allow you to transfer to sick lea t holiday at a later date. This is strictly subject to the

SAMPLE

10.7.1 You must co >> in person and by telephone (if possible) as t your holiday will be affected by sickness or i

10.7.2 The full per ue to sickness or injury must be certificated b actitioner, [where it exceeds seven days;] and

10.7.3 Within <<e.g urn to work, you must confirm in writing how as affected by sickness or injury and the amo take at another time. This written notification n b title >>.

11. Other paid leave

11.1 Any maternity, pate arental or parental bereavement leave e.g. the statutory rate/ your normal rate of pay>>.

11.2 The Company also etails of other paid non-statutory leave>>.]

11.3 Please see the Com r further information.

12. Training

12.1 You will be require ng training in respect of: << state e.g. health and safe

12.2 You may be require training at the Company's discretion and will b e of pay for any compulsory training.

12.3 You will not be paid wing training: <<give details>>.

13. Sickness Absence

13.1 In the event of you n you or someone on your behalf should contact <<sp arliest opportunity on the first day of the absence to in son for absence. You must inform the Company as so ange in the date of your expected return to work.

13.2 A self-certification ted for absences of up to seven days. The form will

13.3 For periods of sic ven consecutive days, including weekends, you will Statement of Fitness for Work ('Fit Note') / Medical Ce o <<specify job title>>. A new Fit Note / Medical Ce t periodically as required by the Company.

13.4 **EITHER - When th ight to sick pay; employee will only receive SSP u**

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[If you are absent f reason of sickness or incapacity, you are entitled to), provided that you have met the requirements abov the SSP scheme the 'qualifying days' are <<state d ay>>. There is no contractual right to payment in respe due to sickness or incapacity. Any such payments are ompany.]

OR – When the co pany sick pay scheme, use this clause:-

[If you are absent th acity, and you have complied with the requirements a company sick pay, for up to a maximum of << >> ear. Company sick pay is equal to normal basic sala receive Statutory Sick Pay in accordance with the

13.5 The Company has t ecord absence levels and reasons for absences. Such confidential.

13.6 The Company ma go a medical examination by a medical practitioner y stage of your employment, and you agree to autho ioner to prepare a medical report detailing the results ch you agree may be disclosed to the Company. The cost of such medical examination. Such an examinati ted by the Company where it is reasonable to do so

14. Maternity and Paternity R

The Company will comply ions with respect to maternity and paternity rights and righ for dependants. The Company's policies in this regard are n <<specify job title>>.

15. Pension

[The designated pension Details can be found in <<State where e.g. Staff handbook specify job title>>.][The Company will make a contribution salary. You may contribute up to <<state %>> of your sala

OR

[If you are eligible, the C you into a pension scheme, in accordance with the Comp ment obligations.

Full details of the scheme n you are enrolled, including the minimum contribution level to make and your right to opt out if you do not want to join th ating in the scheme, you agree to worker pension contributio our salary.

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

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16. Non – Compulsory Retire

The Company does not op t age and therefore you will not be compulsorily retired on rea However, you can choose to retire voluntarily at any time, p the required period of notice to terminate your employmen

17. Mobility

You may be required to tra s anywhere in the UK.

18. Grievance Procedure

The formal Grievance Pro equest from <<specify job title>>. This procedure does not fo d conditions of employment.

19. Disciplinary Procedure

The disciplinary rules app ment are set out in the attached Disciplinary Rules and Pro Rules and Procedure do not form part of your terms and cond

20. [Staff Handbook and Emp

All Staff have a duty to ad other policies from time to time in force, including but not ex s Health and Safety, Fire Safety, Sickness and Absence and icies.]

21. Confidential Information

21.1 You shall neither d except in the proper performance of your duties) nor mit) after the termination thereof, directly or indirectly ses or those of any other person, company, business ation, or disclose to any person, company, business on

21.1.1 any trade s business information relating or belonging to sociated companies, including but not limited to lating to customers, customer lists or requireme structures , marketing and sales information, gs, employees or officers, financial information formulae, specific technical information,

21.1.2 any docume ", or any information which you have been t ich you might reasonably expect the Compar idential, or any information which has been g or any associated company in confidence b r other persons.

21.2 You shall not at any ration of this agreement make any

notes or memorand within the scope of the Company's business, dealings for the benefit of the Company or any associated Con

21.3 The obligations cor 3.1 above shall cease to apply to any information or ubsequently come into the public domain after the reement, other than by way of unauthorised disclo

22. Data Protection

The Company is required t onal data that we collect about you and what we do with tha how we use, store, transfer and secure your personal data shall at all times comply with all relevant data protection le tions imposed on you under the [Company's data protectior ce from time to time in force.

23. Changes to Terms and C nt

The Company may amer he terms and conditions in this document <<and in the E /Manual>> and any such change will be notified to you perso generally applied, by notice.

24. Severability

The various provisions of everable, and if any provision or identifiable part thereof is unenforceable by any court of competent jurisdiction the enforceability shall not affect the validity or enforceability of or identifiable parts.

25. Governing Law

These Terms and Conditio be governed by and construed in accordance with the laws o

Issued for and on behalf of <<Com

Signed: …… Date:

Employee

I hereby warrant and confirm tha previous employment terms and conditions, or in any other way nployment with the Company or performing any of the duties of e above. I accept the terms of this Agreement.

SAMPLE

Signed: …… Date:
<<Name of Employee>>

SAMPLE