

<<Company Name>>

Terms and Conditions of Employment

STANDARD FORM OF 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 this document, the terms in the Offer Letter shall prevail.]

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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 / Probationary Period 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>>].

The first <<number>> months of your employment will be a probationary period during which your performance will be assessed. The probationary period may be extended at the discretion of the Company. During the probationary period, the full disciplinary procedure will not apply.

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

3.2 Following the end of the probationary period, your OR Your contract of employment may be terminated as follows:

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Notice to be given by the

Length of continuous service

Minimum period of notice

From one month up to two years

one week

From two years to 12 years

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

12 or more years

four weeks

Notice to be given to the

Length of continuous service

Minimum period of notice

Less than one month

One month onwards

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

the right to pay you salary in lieu of notice.

3.4 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment or in the event of a serious breach or acts of gross misconduct by you.

the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment or in the event of a serious breach or acts of gross misconduct by you.

4. Place of Work

Your place of work is at the address set out in clause 4.1. You may from time to time be required to work at other places within the United Kingdom or at other places outside the United Kingdom. You shall be required to accept such other place within the United Kingdom or at other places outside the United Kingdom as the Company may reasonably request from time to time.

at <<address>> but you may from time to time be required to work at other places within the United Kingdom or at other places outside the United Kingdom. You shall be required to accept such other place within the United Kingdom or at other places outside the United Kingdom as the Company may reasonably request from time to time.

5. [Work outside the UK]

5.1 You are required to work at the place set out in clause 4.1 or at such other place as the Company may reasonably request from time to time (e.g. state country and duration>>).

(e.g. state country and duration>>).

5.2 You will be paid <<gross salary>> per annum (e.g. state country and duration>>).

(e.g. state country and duration>>).

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

additional payments and benefits>>.]

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6. Hours of Work

Your normal working hours are <<state hours e.g. 9.00 am to Thursday>> each week, <<state days e.g. Monday to Thursday>> each day to be taken between the hours of << >> and << >> as necessary.

If you work fewer than six hours per week, you are not entitled to paid breaks during working hours.

pm >> <<state days e.g. Monday to Thursday>> each day to be taken between the hours of << >> and << >> as necessary.

If you work fewer than six hours per week, you are not entitled to paid

7. Remuneration and Benefits

7.1 Your salary is £<<state amount>>. Payment is normally on << e.g. monthly >>. <<e.g. direct credit to your bank account >> you>>. You will [not be entitled to overtime payment for hours worked outside your normal week above]. [State overtime terms if applicable.]

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

7.3 The Company is authorised to deduct contributions due to it from your salary.

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

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

7.6 The organisation reserves the right to vary your entitlement to <<state details of benefits>>.

which equates to a full time salary of <<insert frequency e.g. monthly>> <<state amount>>. Payment will be made by <<state details of payment method>> <<e.g. direct credit to your bank account >> you>>. You will [not be entitled to overtime payment for hours worked outside your normal week above]. [State overtime terms if applicable.]

Your salary will be reviewed annually in <<month>>. Your salary review will not necessarily result in a salary increase after notice of review of your salary after notice has been given by the Company.]

The Company is authorised to deduct contributions due to it from your salary.

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

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

The organisation reserves the right to vary your entitlement to <<state details of benefits>>.

8. Holidays

8.1 You are entitled to <<state number of days>> days holiday entitlement of 20 days per annum. Public and bank holidays have been added. This does not include <<state details of public and bank holidays>>. This entitlement is at the employer's discretion <<state details of employer's discretion>> including bank and public holidays <<state details of public and bank holidays>>.

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

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

<<state number of days>> days holiday entitlement of 20 days per annum. Public and bank holidays have been added. This does not include <<state details of public and bank holidays>>. This entitlement is at the employer's discretion <<state details of employer's discretion>> including bank and public holidays <<state details of public and bank holidays>>.

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

If your employment terminates part way through the holiday year, you will be entitled to <<state details of holiday entitlement>> accordingly.

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8.4 If, on termination of your employment, you have accrued holiday entitlement, the Company will deduct any holiday taken in excess of your accrued entitlement on the basis of <<specify calculation>>. The Company may make a deduction from the payment of your final salary.

8.4.2 you have holiday accrued, the Company may, at its discretion, require you to take holiday during your notice period or to make a payment in lieu of 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. You must not take holidays until your request for approval has been received.

8.6 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be allowed to take up to << 5 >> days untaken holiday. This provision applies for one year only, and does not apply to subsequent holiday year.

8.7 If you are sick or injured, the Company will allow you to transfer to sick leave or to take holiday at a later date. This is strictly subject to the availability of such leave.

8.7.1 You must confirm your request for holiday <<specify method>> in person and by telephone (if possible) as soon as you are fit to do so. Your holiday will be affected by 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 fit to do so.

8.7.3 Within <<e.g. 14 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 parental leave shall be paid at the rate of pay <<specify rate>>. Parental or parental bereavement leave shall be paid at e.g. the statutory rate/ your normal rate of pay <<specify rate>>.

9.2 [The Company also offers <<specify details of other paid non-statutory leave>>.]

9.3 Please see the Company Handbook for further information.

10. Training

10.1 You will be required to attend training in respect of: << state details >>. e.g. health and safety training.

10.2 You may be required to attend training at the Company's discretion and will be paid at the rate of pay for any compulsory training.

10.3 You will not be paid for voluntary training: <<give details>>.

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11. Sickness Absence

- 11.1 In the event of your absence, you should contact <<specify contact details>> at the earliest opportunity on the first day of the absence to inform the Company of the reason for absence. You must inform the Company as soon as possible if there is a 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's intranet.
- 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. A new Fit Note / Medical Certificate ('Medical Note') / Medical Certificate ('Medical Note') must be provided periodically as required by the Company.
- 11.4 **EITHER - When the Company has a company sick pay scheme, employees will have a right to sick pay; employee will only receive SSP unless the Company sick pay scheme is used.**
- [If You are absent for a period of more than seven consecutive days for a reason of sickness or incapacity, you are entitled to the Company sick pay, provided that you have met the requirements above. The maximum number of '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 made by the Company.]
- OR – When the Company does not have a company sick pay scheme, use this clause:-**
- [If you are absent for a period of more than seven consecutive days for a reason of sickness or incapacity, and you have complied with the requirements above, you are entitled to the Company sick pay, for up to a maximum of << >> weeks. Company sick pay is equal to <<state %>> of your normal basic salary. You will not receive Statutory Sick Pay in accordance with the requirements of the SSP scheme.]
- 11.5 The Company has the right to record absence levels and reasons for absences. Such records will be held confidentially.
- 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 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.

12. Pension

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

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[If you are eligible, the Company will enter you into a pension scheme, in accordance with the Company's policy on pension obligations.]

Full details of the scheme, including the minimum contribution level, will be provided to you when you are enrolled, including the minimum contribution level to make and your right to opt out. If you do not want to join the scheme, you agree to make a worker pension contribution of a minimum of 5% of your salary.

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

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13. Non-Compulsory Retirement

The Company does not obligate you to retire compulsorily on reaching a certain age and so you will not be compulsorily retired on reaching a certain age. However, you can choose to retire voluntarily at any time, provided you give the Company the required period of notice of termination of your employment.

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14. Confidential Information

14.1 You shall neither disclose nor divulge (in the proper performance of your duties) nor use (in the proper performance of your duties) any confidential information (including but not limited to) directly or indirectly relating to the Company, business information, or disclose to any person, company, business information, or disclose to any person, company, business information,

14.1.1 any trade secrets, inventions, patents, designs, processes, procedures, systems, know-how, confidential information, or other confidential information belonging to the Company, or its associated companies, including but not limited to information relating to customers, customer lists, pricing structures, marketing and sales strategies, employees or officers, financial statements, formulae, specific technical information,

14.1.2 any documents, records, reports, or any information which you have been entrusted with in the course of your employment with the Company, or any information which you have been given in confidence by the Company or any associated company in the course of your employment with the Company or other persons.

14.2 You shall not at any time use any notes or memoranda, or any other documents, or any other information in connection with your employment with the Company, or any information which you have been entrusted with in the course of your employment with the Company, or any information which you have been given in confidence by the Company or any associated company in the course of your employment with the Company or other persons.

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

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15. Exclusivity of Service

You may not, without the consent of the Company, devote any time to any business other than that of the Company or to any public or charitable duty or endeavour during your employment.

the Company, devote any time to any business other than that of the Company or to any public or charitable duty or endeavour during your employment.

16. Collective Agreements

[There are no collective agreements in force at the time of your employment.]

at the time of your employment.]

OR

[Your employment is subject to a collective agreement <<specify relevant agreement>>.]

collective agreement <<specify relevant agreement>>.]

17. Grievance Procedure

The formal grievance procedure is set out in the attached Grievance Procedure and/or department>>. This procedure forms part of your terms and conditions of employment.

on request from <<relevant name and/or department>>. This procedure forms part of your terms and conditions of employment.

18. Disciplinary Procedure

The disciplinary rules applicable to you are set out in the attached Disciplinary Rules and Procedure. These rules and procedure form part of your terms and conditions of employment.

ment are set out in the attached Disciplinary Rules and Procedure. These rules and procedure do not form part of your terms and conditions of employment.

19. Restrictive Covenants

19.1 You shall observe the restrictive covenants set out in the Schedule hereto, which include restrictions on your employment and post-termination restrictions.

at in the Schedule hereto, which include restrictions on your employment and post-termination restrictions.

19.2 In the event that you are employed by a company, business or other entity (the "Third Party") with the Company, you shall immediately provide to such person, on a full and accurate signed copy of the Schedule.

of employment from any person, either during your employment or after termination, you shall be in force of any of the restrictions set out in the Schedule hereto, which include restrictions on your employment and post-termination restrictions. You shall immediately provide to such person, on a full and accurate signed copy of the Schedule.

20. Data Protection

The Company is required to protect your personal data and what we do with that data is set out in our privacy policy. We shall at all times comply with all applicable data protection legislation and shall at all times comply with all relevant data protection legislation. [Company's data protection policy is available at <<link>>.]

onal data that we collect about you and what we do with that data is set out in our privacy policy. We shall at all times comply with all applicable data protection legislation and shall at all times comply with all relevant data protection legislation. [Company's data protection policy is available at <<link>>.]

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21. 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.

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22. 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 unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

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23. 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:

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

Signed:
<<Name of Employee>>

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Pre-termination Restrictions

1. The words and expressions used in this Schedule shall have the meanings set out below:

"Customer"

or company to whom the goods or services;

"Prospective Customer"

or company to whom the specific offer in writing to, or to whom the details of particular terms, or to whom the Company has not be willing to supply such goods or services; or with whom the Company has had a course of discussions in relation to the supply of goods or services;

"Employee "

employed by the Company or who has been employed by the Company at the Termination Date, and who is a substantial personal

in contact with or who has had material contact with any of the suppliers of the Company; or

who has had access to confidential information of the Company or any Associated

Company that has conducted or included research into or development of any product or services or process or any technical or product

of the management of the Company or any Associate

"Termination Date"

of your employment

“Associated Company”

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any, corporation or other

ectly controlled by the

ctly controls the Company;

ectly controlled by a third
irectly or indirectly controls

n title or assign of the
, corporations or other
ferred to above.

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2. Non-competition

During the period of your
months>> following the T
indirectly, with the busin
notwithstanding the cause

period of <<Insert Duration eg. six
gree not to compete, directly or
and its Associated Companies,

This restriction shall exte
location of the Company.

.g. 10 miles>> from the present

The term "compete" as us
operate, consult for or b
competitive with, the busin

that you shall not own, manage,
ness substantially similar to, or

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3. Non-solicitation of Custo

During the period of your
months>> following the T
indirectly, solicit, assist in
with, the business of any
personal contact or dealing

period of <<Insert Duration eg. six
ree that you shall not directly or
ilitate the acceptance of, or deal
ve Customer with whom you had
employment.

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4. Non-solicitation of Emplo

During the period of your
months>> following the T
indirectly,

period of <<Insert Duration eg. six
ree that you shall not, directly or

4.1 attempt to induce a
to cease to provide

the employment of the Company or
any; or

4.2 employ or obtain th
Termination Date w

who within six months prior to the
or consultant of the Company.

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5. Undertaking

You agree that in the event of termination of your employment, either during or after the term of this Schedule, you will immediately provide to such person, firm or company, an offer of employment, either during or after the term of this Schedule, a true and accurate signed copy of this Schedule.

person, firm or company, an offer of employment, either during or after the term of this Schedule, a true and accurate signed copy of this Schedule.

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6. Severability

The provisions in the Terms and Conditions of Employment shall apply equally to this Schedule.

employment regarding severability

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