

<<P e>>

S

Terms and Conditions of Employment

STANDARD FORM OF EMPLOYMENT STATEMENT

A

<<E e>>

M

P

L

<<Date>>

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

E

TERMS AND EMPLOYMENT

BETWEEN

- (1) <<Name of Employer>> trading as <<Practice Name>> (hereinafter referred to as “we”, “us” or “the Practice”)
- (2) <<Name of Employee>> of <<Address>> (hereinafter referred to as “you”)

IT IS AGREED as follows:

1. General

These Terms and Conditions of Employment shall be read in conjunction with the Practice's Standard Terms and Conditions of Employment. The Practice provides its employees with the main terms and conditions of their employment as required by law. The Practice is compliant with the Employment Rights Act 1996 and the Working Time Regulations 1998 (as amended) and the Working Time (Amendment) Regulations 2007 as amended, and any other 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 Practice from time to time in accordance with the following duties and responsibilities: <<job description and duties and responsibilities>>].
- 2.2 The Practice reserves the right to assign you different duties and responsibilities at any time and from time to time in accordance with the needs of the Practice’s business.

3. Date of Commencement / End of Employment [and Notice Period]

- 3.1 Your employment was continuous employment from <<date>> and your period of continuous employment began on that date and no other date. [OR [began on <<relevant date>>].
- 3.2 **EITHER - If the employee is on temporary employment, use this clause:-**
 [Your employment is temporary and is currently expected to continue only until <<date>>. Temporary employment is subject to termination by either party giving <<number of days/weeks etc>> notice in writing of the termination. Alternatively, your employment may be summarily terminated if you are found guilty of gross misconduct.]
- OR - If the employee is on permanent employment, use this clause:-**
 [Your employment is permanent. It may be terminated at any time by either party giving <<number of days/weeks etc>> notice in writing of the termination of your employment. Alternatively, your employment may be summarily terminated if you are found guilty of gross misconduct.]

S

where you are found

uct.]

OR - If the employer uses this set of clauses (including the table of notice

use this set of clauses (including

[The first <<number>> period during which you will be assessed. The probationary period may be extended at the discretion of the employer. During the probationary period, the full disciplinary procedure will not apply.

employment will be a probationary period during which you will be assessed. The probationary period may be extended at the discretion of the employer. During the probationary period, the full disciplinary procedure will not apply.

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

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

3.3 Following the end of your probationary period, your contract of employment may be ended by written notice.

Following the end of your probationary period, your contract of employment may be ended by written notice.

Notice to be given by the employer

Notice to be given by the employer

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

12 weeks

Notice to be given to the employee

Notice to be given to the employee

Length of continuous service

Minimum period of notice

Less than one month

one day

One month onwards

one week

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

We reserve the right to terminate your employment without notice or to pay you salary in lieu of notice.

3.5 Nothing in this Contract shall prevent the employer from terminating your employment summarily or otherwise if you are guilty of a serious breach of the terms of your employment or acts of gross misconduct by you.]

Nothing in this Contract shall prevent the employer from terminating your employment summarily or otherwise if you are guilty of a serious breach of the terms of your employment or acts of gross misconduct by you.]

4. Place of Work

4.1 Your place of work shall be as stated from time to time by the Practice.

Your place of work shall be as stated in the contract but you may be required to work at the business of the Practice both in and out of hours.

A

M

P

L

E

S

inside and outside the Practice to perform your responsibilities and duties at such other locations in the United Kingdom as the Practice may reasonably request.

to perform your responsibilities and duties at such other locations in the United Kingdom as the Practice may reasonably request.

4.2 You may be required to travel [and overseas] on the Company's business.

[and overseas] on the Company's business.

5. **Work outside UK**

5.1 You are required to work outside the UK (e.g. state country and duration>>.

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

5.2 You will be paid <<insert frequency e.g. monthly>> normally

<<insert frequency e.g. monthly>> normally

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

[state additional payments and benefits>>.]

6. **Hours of Work**

6.1 You will normally work <<insert frequency e.g. monthly>> normally

> hours each week. Your normal working hours will be <<insert frequency e.g. monthly>> Monday to Friday each week, with one hour for lunch between the hours of << insert frequency e.g. monthly>> and << insert frequency e.g. monthly>>. The Practice may require you to work outside normal working hours as necessary.

6.2 From time to time, you may be required to act as chaperone to a dentist who is providing emergency services at the Practice. On these occasions, you will be paid at the normal rate as time in lieu for travelling to and from the Practice.>>]

act as chaperone to a dentist who is providing emergency services at the Practice. On these occasions, you will be paid at the normal rate as time in lieu for travelling to and from the Practice.>>]

7. **Remuneration and Benefits**

7.1 Your salary is £<<insert frequency e.g. monthly>> normally

be paid <<insert frequency e.g. monthly>> normally

7.2 [At the Practice'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 termination of your employment.]

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 termination of your employment.]

7.3 The Practice is authorized to deduct any tax and National Insurance contributions due to it from your salary.

ns due to it from your salary.

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

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

7.5 Your entitlement to private medical insurance OR after the satisfactory completion of your probationary period>>.

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

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

your entitlement to these benefits at any time.

8. **Holidays**

8.1 You are entitled to the statutory minimum holiday entitlement of 20 days per annum. Public and bank holidays have been added. This does not include your current holiday entitlement. The employer's discretion applies to the complete calendar year, including any accrued holiday entitlement.

es the statutory minimum holiday entitlement of 20 days per annum. Public and bank holidays have been added. This does not include your current holiday entitlement. The employer's discretion applies to the complete calendar year, including any accrued holiday entitlement.

A

M

P

L

E

S

A

M

P

L

E

- bank and public holidays
- 8.2 The holiday year commences on << >> and finishes on << >> each year.
- 8.3 If your employment terminates part way through the holiday year, your holiday entitlement will be pro-rated accordingly.
- 8.4 If, on termination of employment, you have accrued holiday entitlement, the Practice will deduct a pro-rated amount from your holiday taken in excess of your entitlement on the basis of <<specify calculation>>. The Practice will make a deduction from the payment of your final salary.
- 8.4.2 If you have accrued holiday entitlement, following, the Practice may, at its discretion, require you to take holiday during your notice period or make a payment in lieu of holiday entitlement.
- 8.5 All holiday requests must be submitted in writing to the Practice. You must obtain the approval of your line manager. You must obtain the approval of proposed dates from <<specify job title>>. You will not be allowed to take more than <<specify number>> weeks at any one time, save at the Practice's discretion. The Practice's discretion will only be exercised if approval has been given for the taking of holidays until your request for approval has been given.
- 8.6 If the Practice is closed for business, over the Christmas period, you may be required to take holiday during this period, over your holiday entitlement.
- 8.7 All holiday must be taken within the year in which it is accrued. In exceptional circumstances you may be granted up to << 5 >> days untaken holiday entitlement to the following year. This entitlement applies for one year only, and does not carry over into the subsequent holiday year.
- 8.8 If you are sick or injured, the Practice will allow you to transfer your holiday entitlement to sick leave and vice versa, subject to the following conditions:
- 8.8.1 You must contact your line manager <<specify job title>> in person and by telephone (if possible) as soon as you are notified that your holiday will be affected by sickness or injury.
- 8.8.2 The full period of holiday to be transferred due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and
- 8.8.3 Within <<e.g. 14 days>> of your return to work, you must confirm in writing how your holiday entitlement was affected by sickness or injury and the amount of holiday to be transferred to take at another time. This written notification must be submitted to <<specify job title>>.

9. **Other paid leave**

- 9.1 Any maternity, paternity, parental or parental bereavement leave will be paid at the statutory rate of pay>> e.g. the statutory rate/ your normal rate of pay>>.
- 9.2 The Company also provides details of other paid non-statutory leave>>.]
- 9.3 Please see the Company Handbook for further information.

S

10. Training

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

A

11. Sickness Absence

- 11.1 In the event of your absence you or someone on your behalf should contact <<state name>> at the earliest opportunity on the first day of the absence to inform the Practice as soon as possible of 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 from the Practice.
- 11.3 For periods of sickness exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate (issued by a General Practitioner) / Medical Certificate (issued by a Specialist) to <<specify job title>>. A new Fit Note / Medical Certificate must be provided periodically as required by the Practice.

M

- 11.4 EITHER - When the employee is entitled to sick pay; employee will only receive SSP unless they are entitled to Practice sick pay.

[You are absent for <> days due to illness or incapacity, 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 not payable by the Practice.]

P

OR - When the Practice sick pay scheme, use this clause:

[If you are absent due to illness or incapacity, and you have complied with the requirements above, you are entitled to Practice sick pay, for up to a maximum of << state number of days >> per year. Practice sick pay is equal to << state percentage of normal basic salary >>. You will not receive Statutory Sick Pay in accordance with the Practice sick pay scheme.]

L

- 11.5 The Practice has the right to record absence levels and reasons for absences. Such information is held on a confidential basis.

E

- 11.6 The Practice may require you to undergo a medical examination by a medical practitioner nominated by the Practice, and you agree to authorise such medical practitioner to prepare a medical report detailing the results of the examination. Such information may be disclosed to the Practice. The Practice will not pay for any medical examination. Such an examination is not a condition of your employment.

examination will only
so.

practice where it is reasonable to do

12. **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

OR

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

you into a pension scheme, in
ment obligations.

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

when you are enrolled, including the
to make and your right to opt out
opting in the scheme, you agree to
your salary.

The scheme is subject to
Company may replace the

ended from time to time, and the
pension scheme at any time.]

13. **Non- Compulsory Retirement**

The Practice does not operate
compulsorily retired on real
retire voluntarily at any time
notice of termination of your

age and so you will not be
however, you can choose to
Practice the required period of

14. **Confidential Information**

14.1 You shall neither disclose
of your duties) nor
directly or indirectly
Practice, business
Practice, business e

except in the proper performance
(omit) after the termination thereof,
uses or those of any other person,
ation, or disclose to any person,
n,

14.1.1 any trade secrets
belonging to
limited to a
customer list
marketing
employees
formulae, spe

business information relating or
related companies, including but not
relating to patients, customers,
price lists or pricing structures,
business plans or dealings,
information and plans, designs,
on, research activities,

14.1.2 any documents
have been
the Practice
been given to
customers, s

”, or any information which you
which you might reasonably expect
ential, or any information which has
associated Practice in confidence by
s.

14.2 Patient confidential
such information con

ent of your job. You agree to keep
proper course of your duties.

14.3 You must ensure that

computer screens and printouts of

S

A

M

P

L

E

S

patient data, are not to be made available to any unauthorised persons who have access to them.

at unauthorised persons can gain

14.4 You shall not at any time disclose any confidential information, notes or memoranda or other documents in your possession or control relating to the business, dealings or affairs of the Practice.

employment with the Practice make any disclosure of confidential information within the scope of the Practice's employment for the benefit of the Practice.

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

shall cease to apply to any confidential information or knowledge which subsequently comes into the public domain after the termination of your employment, other than by way of unauthorised disclosure.

A

15. **Exclusivity of Service**

You may not, without the prior written consent of the Practice, devote any time to any other business other than the business of the Practice or to any public or charitable duty or endeavour during your normal hours of work.

the Practice, devote any time to any other business other than the business of the Practice or to any public or charitable duty or endeavour during your normal hours of work.

16. **Collective Agreements**

M

[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**

P

The formal grievance procedure shall be as set out in the attached Grievance Procedure and/or department>>. This procedure shall apply to your employment.

on request from <<relevant name and/or department>>. This procedure shall apply to your employment.

18. **Disciplinary Procedure**

The disciplinary rules applicable to your employment are set out in the attached Disciplinary Rules and Procedures. These rules shall form part of your conditions of employment.

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

19. **Health and Safety**

L

19.1 It is your duty to comply with the Practice Health and Safety rules and policies.

Practice Health and Safety rules and policies.

19.2 You are required to read and understand the Health and Safety policies and procedures as set down in <<state which policies>>.

l policies and procedures as set down in <<state which policies>>.

19.3 In accordance with the Health and Safety guidelines, you must be immunised against Hepatitis B.

guidelines, you must be immunised against Hepatitis B.

E

S

20. **Other issues**

20.1 You are responsible for the safe care of any Practice property that you take off the premises. Any loss/damage/accident must be reported to <<state>> within a specified time period e.g. 24 hours>>.

20.2 You are required to disclose any criminal records (CRB/DBS or equivalent) disclosed to the Practice and at regular intervals thereafter as required. This disclosure is a condition of your employment. The Practice will monitor this disclosure. If the criminal records indicate a risk to the Practice, then the employment will be terminated.

A

21. **Data Protection**

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

M

22. **Changes to Terms and Conditions**

The Practice may amend, vary or update these terms and conditions in this document [[and in the Employee Manual](#)] and any such change will be notified to you personally.

P

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 <<Practice Name>>

Signed:

I confirm my agreement that these terms and conditions constitute my contract of employment

Signed:

<<Name of Employee>>

care of any Practice property that you take off the premises. Any loss/damage/accident must be reported to <<state>> within a specified time period e.g. 24 hours>>.

You are required to disclose any criminal records (CRB/DBS or equivalent) disclosed to the Practice and at regular intervals thereafter as required. This disclosure is a condition of your employment. The Practice will monitor this disclosure. If the criminal records indicate a risk to the Practice, then the employment will be terminated.

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

The Practice may amend, vary or update these terms and conditions in this document [[and in the Employee Manual](#)] and any such change will be notified to you personally.

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

I confirm my agreement that these terms and conditions constitute my contract of employment

L

E

S A M P L E