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<<Company Name>>

Terms and Conditions of Employment

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<<Employee Name>>

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<<Date>>

This document contains the main terms and conditions of service with the Company. Your employment is 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.

of employment which govern your employment. Your employment is 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

- (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 shall be read in conjunction with the Company's Handbook which shall provide its employees with the main terms and conditions of their employment as required by law and shall be compliant with the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended.

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2. Duties and Job Title

You are employed by the Company in the capacity of <<job title>>. You will be required to undertake

the duties and responsibilities of <<job title>>. You will be

[such duties and responsibilities as may be assigned by the Company from time to time] OR [the following is a summary of duties and responsibilities]

assigned by the Company from time to time: <<job description and/or brief summary of duties and responsibilities>>

The Company reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Company's business.

and responsibilities at any time according to the Company's business.

3. Fixed Term and Probationary Period

3.1 Your employment is for a fixed term of <<number of days/weeks/months>> and shall terminate on <<date>>. It may be terminated at any time by either party giving to the other <<number of days/weeks/months>> written notice of the termination of your employment. Alternatively, your employment may be summarily terminated without notice.

terminate on <<date>>. It may be terminated at any time by either party giving to the other <<number of days/weeks/months>> written notice of the termination of your employment. Alternatively, your employment may be summarily terminated without notice.

3.2 The first <<number of days/weeks/months>> of your employment shall be a probationary period during which your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and, if found satisfactory, your fixed term appointment will be extended at the Company's discretion. During the probationary period the full disciplinary and grievance procedures will not apply.

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4. Place of Work

Your place of work is at the time to time be required to outside the United Kingdom other place within the United time to time.

<<address>> but you may from the Company both inside and responsibilities and duties at such any may reasonably request from

5. Hours of Work

5.1 [You will normally working hours will be with one hour for lunch << >>. The Company

> hours each week. Your normal Monday to Friday each week, between the hours of << >> and alter working hours as necessary.]

OR

[You will normally v and days will be de supplied to you on t

week. Your normal working hours e <<e.g. staff rota>> which will be nd during, your employment.]

5.2 The Company res

er working hours as necessary.

5.3 Your normal daily v hours per day (aver in accordance with t

l not exceed an average of eight th one or two thirty minute breaks ve.

5.4 In certain circumsta in order to ensure employment are pro so, attend the Com following opening h of business.

ry to adjust or exceed these hours accordance with these terms of ticular, you will, if requested to do working day 15 minutes prior to or ith the preparation of and closure

5.5 [You may be require business.]

[and overseas] on the Company's

6. Work outside the UK

6.1 [You are required

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

6.2 [You will be paid <

6.3 [You will also r benefits>>].

<state additional payments and

7. Remuneration and Benef

7.1 You will be paid <<s in arrears at the rate

redit transfer to your bank account onth.

7.2 [You will also be Bonus Plan ("the P from time to time in separately. The Co or to terminate a Pl

the Company's Commission or t to the Plan terms and conditions evant Plan will be supplied to you t to amend the terms of any Plan, ernalive Plan.]

7.3 [You will not be en normal weekly hou

ent for hours worked outside your] OR [<< State overtime terms if

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applicable. >>]

- 7.4 [You authorise the Company to deduct from your pay each month a sum up to a maximum amount of your gross pay each month in respect of your sole or joint tax liability in respect of stock or till receipts which have not been paid by the previous 12 months, provided that the Company has first satisfied its potential liability for that shortfall and has made a written demand on your pay day or the first working day after the date of the demand.]

[The limitation of 10% shall not apply to the final payment made to you in respect of your termination by the Company.]

- 7.5 The Company shall not deduct from your remuneration any unpaid monies due to the Company which have not been deducted under this clause is a genuine attempt to recover the monies and not intended to act as a penalty.
- 7.6 [You will be entitled to health insurance/permanent health insurance/details of the insurance >>].
- 7.7 [Your entitlement to benefits shall commence <<state e.g. on your first day OR after the satisfactory probationary period>>].
- 7.8 [The organisation reserves the right to vary your entitlement to these benefits at any time].

8. Holidays

- 8.1 You are entitled to a minimum holiday entitlement of 20 days per annum. Public and bank holidays have been added. This does not include the employer's discretionary holidays, which may be given at the discretion of the employer over the complete calendar year, including 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 shall be pro-rated accordingly.
- 8.4 If, on termination of employment, you have accrued holiday entitlement, the Company will deduct a sum from your final payment, prorated on the basis of <<specify calculation>> from the payment of your holiday entitlement. The Company may, at its discretion, require you to take holiday during your notice period or holiday entitlement.
- 8.5 Holidays must be taken with the approval of the Company. You must obtain the approval of <<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 request for holiday <<specify number>> weeks in advance of the holiday until your request for holiday is approved.
- 8.6 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be allowed to carry over << 5 >> days untaken holiday to the following year, provided that the Company applies for one year only, and

- holiday may not be taken in the subsequent holiday year.
- 8.7 If you are sick or injured, the Company will allow you to transfer to sick leave or injury leave at a later date. This is strictly subject to the following conditions:
- 8.7.1 You must contact your line manager >> in person and by telephone (if possible) as soon as you become aware that your holiday will be affected by sickness or injury.
- 8.7.2 The full period of absence due to sickness or injury must be certificated by a medical practitioner, [where it exceeds seven days;] and
- 8.7.3 Within <<e.g. 3 days>> of returning to work, you must confirm in writing how your holiday was affected by sickness or injury and the amount of holiday you will take at another time. This written notification must include your job title>>.
- 9. Other paid leave**
- 9.1 Any maternity, parental or parental bereavement leave will be paid at your normal 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.
- 10. Training**
- 10.1 You will be required to attend training in respect of
- 10.2 You may be required to attend additional training at the Company's discretion and will be paid your normal rate of pay for any compulsory training.
- 10.3 You will not be paid for attending training <<give details>>.
- 11. Sickness Absence**
- 11.1 In the event of you being absent, you or someone on your behalf should contact <<specify name>> 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 you are able to return to work.
- 11.2 A self-certification form is required for absences of up to seven days. The form will be provided to you.
- 11.3 For periods of sickness or injury exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate to <<specify job title>>. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.
- 11.4 **EITHER - When the employee is entitled to sick pay; employee will only receive SSP unless they are entitled to contractual sick pay**
- [If you are absent for a period of more than 7 consecutive days, you are entitled to contractual sick pay, provided that you have met the requirements above and you are not on SSP. If the 'qualifying days' are <<state details>>] There is no contractual right to sick pay; employee will only receive SSP unless they are entitled to contractual sick pay.

to payment in respect of such payments are

OR – When the clause:-

[If you are absent from work in accordance with the requirements of the company sick pay scheme, you will receive company sick pay, for up to a maximum of << >> weeks of your normal basic salary. Company sick pay is equal to the amount you would receive Statutory Sick Pay in accordance with the

due to sickness or incapacity. Any payments made by the company.]

company sick pay scheme, use this

capacity, and you have complied with the requirements of the company sick pay scheme, you will receive company sick pay, for up to a maximum of << >> weeks of your normal basic salary. Company sick pay is equal to the amount you would receive Statutory Sick Pay in accordance with the

11.5 The Company has the right to require you to provide evidence for absences. Such

record absence levels and reasons for absences. Such information is confidential.

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. The cost of such medical examination. Such an examination may be required by the Company where it is reasonable to do so

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12. Non – Compulsory Retirement

The Company does not operate a compulsory retirement scheme. You may retire voluntarily at any time on or after the date of notice of termination of your employment.

at age and so you will not be compulsorily retired. However, you can choose to retire voluntarily at any time on or after the date of notice of termination of your employment.

13. Pension

[The designated pension scheme is the <<State specify job title>> Staff handbook. The Company will make a contribution to <<state %>> of your salary.

Details can be found in <<State specify job title>>.] [The Company will make a contribution to <<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 obligations.

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

Full details of the scheme, including the minimum contribution level, can be found in the <<State specify job title>> Staff handbook. If you do not want to join the scheme, you agree to contribute to the scheme at least the minimum contribution level.

When you are enrolled, including the minimum contribution level, you agree to contribute to the scheme at least the minimum contribution level. If you do not want to join the scheme, you agree to contribute to the scheme at least the minimum contribution level.

The scheme is subject to the Company's pension scheme obligations. The Company may replace the scheme at any time.

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14. Restrictions and Confidentiality

14.1 You may not, without the prior written consent of the Company, devote any time to any business of the Company or to any

without the prior written consent of the Company, devote any time to any business of the Company or to any

public or charitable
14.2 You will not at any
divulge to any per
duties during your
identifying or relat
domain.

ng your normal hours of work.

employment or afterwards use or
except in the proper course of your
pany, any confidential information
ails of which are not in the public

15. Collective Agreements

[There are no collective ag for employment.]

OR

[Your employment is subje ve agreement.]

Grievance Procedure

The formal grievance procedure a
and/or department>>. This policy
employment.

request from <<relevant name
ur terms and conditions of

16. Disciplinary Procedure

The disciplinary rules app
Disciplinary Policy and Pro
employment. This policy
employment.

ment are set out in the Company
provided to you with this contract of
f your terms and conditions of

17. Data Protection

The Company is required t
and what we do with tha
secure your personal data
relevant data protection le
[Company's data protection

onal data that we collect about you
how we use, store, transfer and
shall at all times comply with all
tions imposed on you under the
ce from time to time in force.

18. Changes to Terms and C nt

The Company may amend
document and any such ch
will be notified to you pe

rms and conditions in this
hen generally applied, by notice.

19. Governing Law and Juris

These Terms and Condition
the laws of England and W

and construed in accordance with

Issued for and on behalf of <<Com

Signed:

I acknowledge receipt and confirm that the above terms and conditions constitute my contract of employment

Signed:

<<Name of Employee>>

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