

S

<<Company Name>>

Terms and Conditions of Employment

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<<Employee Name>>

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<<Date>>

This document contains the main terms of service with the Company. [You are also subject to the terms contained in the letter offering you employment. If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.]

of employment which govern your service with the Company. [You are also subject to the terms contained in the letter offering you employment. 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 “our”)
- 2) <<Name of Employee>> of << >> (hereinafter referred to as “you”)

IT IS AGREED as follows:

1. General

These Terms and Conditions provide its employees with their employment as required compliant with the Employment Regulations 2007 as amended.

Company pursuant to its obligation to provide the main terms and conditions of employment in accordance with the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 at any 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 capacity of <<Job Title>>. You will

[such duties and responsibilities as may be determined by the Company from time to time] OR [the duties and responsibilities set out in the Job Description and/or Brief Summary of Duties and Responsibilities]

determined by the Company from time to time] OR [the duties and responsibilities set out in the Job Description and/or Brief Summary of Duties and Responsibilities]

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

or duties and responsibilities at any time and from time to time in accordance with the needs of the Company's business.

3. Date of Commencement/

Employment [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>>].

on <<Date>> and your period of continuous employment will be << >> [began on that date and no other period] OR [began on <<Relevant Date>>].

3.2 **EITHER - If the employee is employed on a permanent basis**

, use this clause:-

[Your employment will continue only until terminated by either party giving to the other <<Number of Days/Weeks>> notice in writing. Your employment may be terminated summarily where you are found guilty of gross misconduct.]

is and is currently expected to continue on a permanent basis and is currently expected to continue on a permanent basis. If your employment is subject to a fixed term, your employment is subject to a fixed term of <<Number of Days/Weeks>> months. Alternatively, your employment may be terminated summarily where you are found guilty of gross misconduct.]

OR - If the employee is employed on a fixed term basis

, use this clause:-

[Your employment will be terminated at the end of <<Number of Days/Weeks>> months from the date of commencement of your employment. Alternatively, your employment may be terminated summarily where you are found guilty of gross misconduct.]

will terminate on <<Date>>. It may be terminated by either party giving to the other <<Number of Days/Weeks>> notice in writing of the termination of your employment. Alternatively, your employment may be summarily terminated where you are found guilty of gross misconduct.]

OR - If the employer

of this suite of clauses:

[The first <<Number>> period during which your employment 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 << >> period the notice required by either party to this Contract of employment will be one week.

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

Notice to be given

Length of continuous employment	Minimum period of notice
From 1 month, up to 1 year	One week
From 2 years up to 3 years	Two weeks and one additional week for each continuous year of employment in excess of two years
12 or more years	Twelve weeks

Notice to be given

Length of continuous employment	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.

or the right to pay you salary in lieu of notice.

3.5 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 contract or acts of gross misconduct by you.]

4. Place of Work

4.1 Your place of work shall be determined from time to time by the Company, both inside and outside the United Kingdom, and you shall perform your responsibilities and duties at such other places as the Company may reasonably request.

4.2 You may be required to travel to, and work at, any place [and overseas] on the Company's business.

5. Work outside the UK

- 5.1 You are required to <<state country and duration>>.
- 5.2 You will be paid <<state>>.
- 5.3 You will also receive <<state>> additional payments and benefits>>.]

6. Hours of Work

You will normally work <<state>> hours each week. Your normal working hours will be <<am>> to <<pm>> each day, with one hour for lunch each day to be taken <<state>> and <<state>>. The Company reserves the right to alter working hours.

7. Remuneration and Benefits

- 7.1 Your salary is £<<state>> per <<Insert Frequency e.g. Monthly>> normally <<state>> per <<state>> of each Month>>. Payment will be made by <<e.g. Bank Transfer>> to a Bank or Building Society <<state>>]. You will be entitled to overtime payment for hours worked over <<state>> hours (as specified above). [<<state>> State Overtime Term>>]
- 7.2 [At the Company's <<state>>] salary will be reviewed annually in <<state>>. You <<state>> salary review will not necessarily result in a salary increase. [review of your salary after notice of your employment.]
- 7.3 The Company is authorised to deduct <<state>> from your salary.
- 7.4 [You will be entitled to <<state>> health insurance/permanent health insurance/details of <<state>>].
- 7.5 Your entitlement to <<state>> <<state e.g. on your first day OR after the satisfactory probationary period>>].
- 7.6 The organisation reserves the right to <<state>> your entitlement to <<state>>.

8. Standby Allowance

- 8.1 You will be entitled to <<state>> allowance when you are on 'full time' call out (covering a <<state Number>> hours per week outside normal office hours) <<state>> the weekly standby rota. The current standby allowance is <<state>>.
- 8.2 If you are on 'part time' <<state>> between <<State Number>> and <<state>> normal office hours), the standby allowances are as follows <<state>>.
- 8.3 Any occasional arrangements <<state>> on call outside of working hours and covering fewer <<state>> per week will be dealt with separately. Individuals <<state>> on their merits.

9. Holidays

- 9.1 You are entitled to <<state>> the statutory minimum holiday entitlement of 20 days <<state>> public and bank holidays have been added. This does not include <<state>> holidays, which may be given at the <<state>>.

- employer's discretion, including bank and public holidays.
- 9.2 The holiday year commences on << >> and finishes on << >> each year.
- 9.3 If your employment terminates part way through the holiday year, your holiday entitlement will be pro-rated accordingly.
- 9.4 If, on termination of employment, you have unused holiday entitlement, the Company will deduct a pro-rated holiday entitlement from your final salary. If you have holiday entitlement taken during your notice period or holiday entitlement, the Company may, at its discretion, require you to make a payment for the holiday taken in excess of your entitlement. If you have holiday entitlement, the Company may, at its discretion, require you to make a payment for the holiday taken in excess of your entitlement.
- 9.5 Holidays must be taken with the approval of the Company. You must obtain the approval of the Company for any proposed holiday. You will not be allowed to take more than two weeks at any one time, save at the Company's discretion. You must obtain the approval of the Company for any proposed holiday. You will not be allowed to take more than two weeks at any one time, save at the Company's discretion.
- 9.6 All holiday must be taken within the holiday year in which it is accrued. In exceptional circumstances, you may be allowed to take up to <<5>> days untaken holiday in the following holiday year. This applies for one year only, and does not apply to the following holiday year.
- 9.7 If you are sick or injured, the Company will allow you to transfer to sick leave or injury leave. This is strictly subject to the Company's discretion.
- 9.7.1 You must confirm your holiday entitlement in person and by telephone (if possible) as soon as you are aware that your holiday will be affected by sickness or injury.
- 9.7.2 The full period of holiday entitlement due to sickness or injury must be confirmed by a medical practitioner, [where it exceeds seven days;] and the full period of holiday entitlement must be confirmed by a medical practitioner.
- 9.7.3 Within <<e.g. 7 days>>, you must confirm in writing how your holiday entitlement was affected by sickness or injury and the amount of holiday entitlement taken at another time. This written confirmation must be confirmed by a medical practitioner.
10. **Other paid leave**
- 10.1 Any maternity, paternity, bereavement leave or other paid leave shall be at the rate of pay>>.
- 10.2 The Company also provides details of other paid non-statutory leave>>.]
- 10.3 Please see the Company's policy for further information.
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 use discretion and will be provided with training.

training at the Company's
e of pay for any compulsory

11.3 You will not be paid

Following training: <<give details>>.

12. Sickness Absence

12.1 In the event of your absence, you should contact <<S>> of the absence to inform the Company as soon as you return to work.

by you or someone on your behalf at the earliest opportunity on the first day of absence. You must inform us of any change in the date of your expected

12.2 A self-certification days. The form will

ed for absences of up to seven

12.3 For periods of sick leave on weekends, you will be paid at the rate of your regular rate of pay (see Note') / Medical Center / Medical Center Company.

even consecutive days, including a Statement of Fitness for Work ("Fit to Work") form for <<Specify Job Title>>. A new Fit to Work form must be submitted periodically as required by the

12.4 EITHER - When the user can only receive SSP u

Right to sick pay; employee will

[You are absent for
are entitled to Sta
requirements above
days' are <<state d
to payment in respe
such payments are

reason of sickness or incapacity, you provided that you have met the requirements of the SSP scheme the 'qualifying period'. There is no contractual right to SSP due to sickness or incapacity. Any company.]

OR – When the co
clause:-

pany sick pay scheme, use this

[If you are absent from work for more than 30 days, the requirements are a maximum of << >> normal basic salary in accordance with the

capacity, and you have complied with the company sick pay, for up to a year. Company sick pay is equal to receive Statutory Sick Pay in

12.5 The Company has for absences. Such

Record absence levels and reasons
confidential.

12.6 The Company may request a medical practitioner to examine you and you agree to authorize the practitioner to prepare and detail the results of the examination to the Company. The Company may request that Such an examination be performed at a reasonable time and place.

go a medical examination by a
y stage of your employment, and
itioner to prepare a medical report
ch you agree may be disclosed to
cost of such medical examination.
ted by the Company where it is

13. 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 may enroll you into a pension scheme, in accordance with the Company's pension scheme 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 you are required to make and your right to opt out of contributing in the scheme, you agree to contribute to the pension scheme out of your salary.

The scheme is subject to the terms and conditions of the pension scheme, and the Company may replace the pension scheme at any time.]

14. Non-Compulsory Retirement

The Company does not compulsorily retire you on retirement age and so you will not be compulsorily retired on retirement age. However, you can choose to retire voluntarily at any time, subject to the Company's notice of termination of your employment.

15. Restrictions and Confidentiality

15.1 You may not, without the prior written consent of the Company, devote any time to any business, professional, or charitable duty or activity outside of your normal hours of work.

15.2 You will not at any time, during your employment or afterwards use or disclose, except in the proper course of your duties during your employment, any confidential information or trade secrets of the Company, any confidential information or trade secrets of which are not in the public domain.

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16. Collective Agreements

[There are no collective agreements in force for your employment.]

OR

[Your employment is subject to a collective agreement <<Specify Relevant Agreement>>.]

17. Grievance Procedure

The formal grievance procedure shall be on request from <<Specify Job Title>>. This policy does not cover the 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 do not form part of your terms and conditions of employment.

19. Data Protection

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

20. Changes to Terms and Conditions of Employment

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

21. Severability

The various provisions of this document 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.

22. Governing Law and Jurisdiction

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:

Date:

I confirm my agreement that these conditions constitute my contract of employment.

Signed:

<<Name of Employee>>

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