

<<Company Name>>

# Terms and Conditions of Employment

<<Employee Name>>

<<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 the job (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 relationship with the Company. [You are also subject to the terms contained in the letter offering you the job (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 CONDITIONS

## BETWEEN

- (1) <<Name of Company>> a company registered in <<England and Wales>> under registration number << >> whose registered office 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

The following terms and conditions shall apply to you in accordance with the terms of the Employment Rights Act 1996, the Working Time Act 2002, and Working Time Regulations (Amendment) Regulations 2007, and any other legislation enacted 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 following duties << >> [such duties and responsibilities to be determined by the Company from time to time]

OR

[the following duties shall apply: << >> <<job description and/or brief summary of duties and responsibilities>>]

2.2 The Company reserves the right to alter your duties and responsibilities at any time and from time to time in order to meet the needs of the Company's business.

### 3. Date of Commencement/Continuity of Employment

3.1 Your period of continuous employment with us begins on <<Date>>.

3.2 [No employment with << >> counts as part of your period of continuous employment with us.]

OR

[Your employment with << >> as our employer>> which began on <<Date>> will count as part of your period of employment with us.]

3.3 In accepting your appointment, you are deemed that you have accepted all the terms and conditions of this Contract.

3.4 This Contract of Employment, whether verbal or written given to you, shall constitute the entire agreement between us and you.

3.5 The first <<e.g. 3 months>> period of your employment will be a probationary period. During this period your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and if found satisfactory you will be confirmed. The probationary period may be extended at the discretion of the Company. During the probationary period, the full disciplinary and grievance procedures will not apply.

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4. **Hours of work**

- 4.1 Your normal working hours shall be <<state>> am and <<state>> pm Mondays to Fridays inclusive <<state>> [which must be taken between <<state>> and <<state>> pm].
- 4.2 The Company reserves the right to vary your working hours as necessary.
- 4.3 [You will be paid for <<state>> hours in addition to your normal working hours on the following <<state>>.]

OR

[You may be asked to work <<state>> beyond your normal hours and it is a condition of your employment that you agree to do so when reasonably asked. You will not be entitled to additional payments for hours worked outside your normal working hours.]

5. **Place of work**

- 5.1 Your normal place of work shall be <<state>> or such other places as the Company may reasonably require.
- 5.2 You may be required to work <<state>> [and overseas] on the <<state>>.

6. **Work outside the UK**

- 6.1 You are required to work <<state>> [e.g. state country and duration>>].
- 6.2 You will be paid <<state>> while you are working <<state>>.
- 6.3 You will also receive <<state>> [state additional payments and benefits>>.]

7. **Remuneration and Benefits**

- 7.1 You will be paid <<state>> by credit transfer to your bank account <<state>> in arrears at the rate of <<state>> per month.
- 7.2 Your salary will be paid <<state>> by <<state>> at our discretion.
- 7.3 The Company is authorised to deduct <<state>> amounts due to it from your salary.
- 7.4 [You will be entitled to <<state>> health insurance/ permanent health insurance/details of <<state>> <<state>>].
- 7.5 Your entitlement to <<state>> <<state>> <<state>> OR after the satisfactory completion of your <<state>> probationary period>>.
- 7.6 The organisation reserves the right to vary <<state>> your entitlement to <<state>> these benefits at any time.

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8. **Collective agreements**

[There are no collective agreements for your employment.]

OR

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

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9. **Holidays**

9.1 You are entitled to the statutory minimum holiday entitlement of 20 days. Public and bank holidays have been added. This does not include bank and public holidays, which may be given at the employer's discretion. The complete calendar year, including

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

9.4.1 If you have exceeded your holiday entitlement, the Company will deduct a pro-rated amount from the payment of your holiday taken in excess of your entitlement on the basis of <<specify calculation>>. The Company may make a deduction from the payment of your holiday.

9.4.2 If you have not used your holiday entitlement, the Company may, at its discretion, require you to take holiday during your notice period or make a payment in lieu of holiday entitlement.

9.5 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 Company's discretion for bank holidays until your request for approval has been approved.

9.6 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be allowed to carry forward up to << 5 >> days untaken holiday entitlement to the following year. This entitlement applies for one year only, and subsequent holiday year.

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

9.7.1 You must contact your line manager <<specify name>> 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 certified by a medical practitioner, [where it exceeds seven days;] and

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9.7.3 Within <<e.g. writing how and the amount notification n

urn to work, you must confirm in as affected by sickness or injury take at another time. This written job title>>.

10. Other paid leave

10.1 Any maternity, paternity bereavement leave rate of pay>>.

parental or parental e.g. the statutory rate/ your normal

10.2 The Company also [leave>>.]

details of other paid non-statutory

10.3 Please see the Company for further information.

for further information.

11. Training

11.1 You will be required e.g. health and safety

ing training in respect of: << state

11.2 You may be required discretion and will be training.

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

11.3 You will not be paid

ing training: <<give details>>.

12. Sickness Absence

12.1 In the event of your should contact <<spec of the absence to inform the Company as soon return to work.

n you or someone on your behalf earliest opportunity on the first day on for absence. You must inform ange 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 weekends, you will Note') / Medical Certificate Note / Medical Certificate Company.

ven consecutive days, including Statement of Fitness for Work ('Fit o <<specify job title>>. A new Fit t periodically as required by the

12.4 EITHER - When the receive SSP use this

ht to sick pay; employee will only

[If you are absent for you are entitled to SSP requirements above days' are <<state d to payment in respect Any such payments

reason of sickness or incapacity, provided that you have met the e SSP scheme the 'qualifying y>>. There is no contractual right due to sickness or incapacity. he Company.]

OR - When the company

ny sick pay scheme, use this

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clause:-

[If you are absent the requirements at the maximum of << >> normal basic salary in accordance with the

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

12.5 The Company has for absences. Such

record absence levels and reasons confidential.

12.6 The Company may medical practitioner you agree to author detailing the results the Company. The Such an examination reasonable to do so

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

13. **Maternity and Paternity R**

The Company will comply paternity rights and rights policies in this regard are a

ons with respect to maternity and for dependants. The Company's <<specify job title>>.

14. **Pension**

[The designated pension where e.g. Staff handbook will make a contribution to <<state %>> of your sala

Details can be found in <<State specify job title>>.] [The Company salary. You may contribute up

**OR**

[If you are eligible, the C accordance with the Comp

you into a pension scheme, in ment obligations.

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

h you are enrolled, including the to make and your right to opt out ating in the scheme, you agree to our salary.

The scheme is subject to Company may replace the

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

15. **Non – Compulsory Retire**

The Company does not op compulsorily retired on rea voluntarily at any time, p terminate your employem

t age and therefore you will not be However, you can choose to retire the required period of notice to

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16. **Restrictions and Confidentiality**

16.1 You may not, without the prior written consent of the Company, devote any time to any business or charitable duty of the Company or to any public or normal hours of work.

16.2 You will not at any time during your employment or afterwards use or divulge to any person, except in the proper course of your duties during your employment, any confidential information of the Company, any confidential information identifying or relating to the Company, or any trade secrets of which are not in the public domain.

17. **Mobility**  
You may be required to travel to any place anywhere in the UK.

18. **Grievance Procedure**

The formal Grievance Procedure is set out in the attached Grievance Policy and Procedure. This policy does not form part of your contract of employment.

19. **Disciplinary Procedure**  
The disciplinary rules applicable to you are set out in the attached Disciplinary Policy and Procedure. This policy does not form part of your contract of employment.

20. **Staff Handbook and Employment Policies**

All Staff have a duty to adhere to the Company's Health and Safety, Fire Safety, Sickness and Absence and other policies from time to time in force, including but not excluding the above. [The Company reserves the right to amend these policies.]

21. **Termination of employment**  
**EITHER**

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

21.2 After the successful completion of the probationary period, your employment may be ended by the Company giving you one month's written notice. The Company will give you ten days' written notice and after four years' continuous service you will be entitled to one month's notice for each additional complete year of service up to a maximum of three months' notice.

21.3 We reserve the right to terminate your employment without notice in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

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

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OR (this option reflects the

provided by law)

21.1 Your contract of em

by written notice as follows:

Notice to be given by the

Length of continuous ser

um period of notice

From one month up to two

week

From two years to 12 years

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

12 or more years

ks

Notice to be given to the

Length of continuous ser

um period of notice

Less than one month

One month onwards

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21.2 We reserve the right in our

by you salary in lieu of notice.

21.3 Nothing in this Contract pr  
otherwise in the event of a  
or in the event of any act o

ng your employment summarily or  
u of the terms of your employment  
ct by you.]

**22. 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.

**23. Changes to Terms and C**

The Company may amend  
document [and in the Empl  
notified to you personally in

nt  
rms and conditions in this  
nual] and any such change will be  
ly applied, by notice.

**24. Governing Law**

These Terms and Condition  
accordance with the laws o

be governed by and construed in

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Issued for and on behalf of <<Com

Signed: .....

Date:

**Employee**

I hereby warrant and confirm that I have not been employed by the Company or any of its subsidiaries, affiliates, or related entities under any previous employment terms and conditions, or in any other way performing any of the duties of an employee of the Company or any of its subsidiaries, affiliates, or related entities above. I accept the terms of this Agreement.

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Signed: .....

<<Name of Employee>>

Date:

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