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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 of employment which govern your service with the Company. [You are also subject to the terms contained in the letter offering you employment ("Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail, except where expressly stated to the contrary.]

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**TERMS AND CONDITIONS OF EMPLOYMENT
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 “the Company”)

(2) <<Name of Employee>> of <<Address>> (hereinafter referred to as “you”)

1. General

These terms and conditions of employment shall be governed by the law of <<England and Wales>> in accordance with the Employment Rights Act 1996, Employment Rights (Regulation of Working Time) (Amendment) Regulations 2007 as amended or re-enacted.

2. Date of Commencement/Continuity of Employment

2.1 Your period of continuous employment with the Company begins on the <<Date>>.

[No employment with any previous Employer counts as part of your period of continuous employment with the Company.]

OR

[Your employment with the Company as an employee of <<Previous Employer>> which began on <<Date>> will count as part of your period of employment with the Company].

2.2 These Terms and Conditions shall not annul any previous agreement in writing or otherwise in relation to your period of employment.

2.3 The first <<number>> months 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 in the position. The probationary period may be extended at the discretion of the Company. During the probationary period, the full disciplinary procedure will not apply.

3. Duties

3.1 Your job title is detailed in Schedule 1. You shall perform all acts, duties and obligations and comply with the instructions of the Company which are assigned to you as may be designated by the Company which are normally undertaken by others or to take on any special duties, however you will not be required to perform any duties which are not assigned to you.

3.2 You are required to comply with the Company's rules, regulations and policies for its employees from the date of commencement of your employment.

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4. **Hours of Work**

- 4.1 The Company's basic hours of work shall be <<number of>> hours per week. Normal working hours shall be from << >> to << >>, including one hour for lunch. The Company reserves the right to alter working hours as necessary.
- 4.2 You may be required to work as and when requested to do so by the Company or its agents if the performance of your work so requires. There is no entitlement to additional remuneration for any additional hours worked in excess of your normal hours unless this obligation has already been agreed with you and this has been taken into consideration in the setting of your salary level.
- 4.3 [The Working Time Regulations 1998 (including overtime) shall apply to you (averaged over a 17 week period) but this limit shall not apply to you if you are employed in a role where this arrangement at any time by the Company.]

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5. **Place of Work**

- 5.1 Your place of work shall be <<place>>. However, you will also be required to work at other Company premises within <<area>> if reasonable travelling distances are involved. During the course of your employment you may be required to work at various premises belonging to the Company, both within the UK and abroad.
- 5.2 You may be required to work <<location>> [and overseas] on the Company's business.

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6. **Work outside the UK**

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

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7. **Remuneration, Benefits, Expenses and Pensions**

- 7.1 Your salary is as set out in <<clause>> and is payable monthly <<eg. in arrears by credit transfer on the << >> day of each month, or such other date with your agreement>>. You will subsequently be notified.
- 7.2 [At the Company'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 salary review of your salary after notice of termination of your employment.]
- 7.3 You will be paid or reimbursed for reasonable expenses properly incurred by you while performing your duties on behalf of the Company, subject to your producing supporting receipts for such expenses when requested by the Company.
- 7.4 The Company is authorized to deduct any amounts due to it from your salary.

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7.5 [You will also be entitled to the Company's Commission Plan or Bonus Plan (as notified to you from time to time in force. Details of the terms and conditions from time to time will be supplied to you separately. The Company reserves the right to amend and the terms of any Plan, or to terminate a Plan, or to vary any Plan.]

7.6 [You will be entitled to private medical insurance/ permanent health insurance/details of the insurance >.

7.7 Your entitlement to these benefits will commence <<state e.g. on your first day of employment OR after the satisfactory completion of your probationary period>>.

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

8. **[Company Car**

The Offer Letter will state whether you are entitled to a car allowance or to a Company car. If you are entitled to a car allowance, the Offer Letter will specify the amount of the allowance, whether it is to be paid in arrears with your salary. If you are entitled to a Company car, the Offer Letter will specify the maximum value of the car and you will also be issued with a copy of the Company's Car Policy setting out the terms and conditions which apply to the use of the car.]

9. **Holidays**

9.1 You are entitled to a minimum of 20 days holiday per annum. This includes the statutory minimum holiday entitlement of 20 days plus any additional days which have been added. This does not include public and bank holidays, which may be given at the employer's discretion. The holiday year will run over a complete calendar year, including public and bank 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, you will be entitled to holiday pay accordingly.

9.4 If, on termination of your employment, you have accrued holiday entitlement, the Company will deduct a sum from your final payment on the basis of <<specify calculation>> from the payment of your final salary. If you have accrued holiday entitlement in excess of your holiday entitlement, the Company may, at its discretion, request you to make a deduction from your final salary to make a payment of the excess holiday entitlement.

9.4.1 you have accrued holiday entitlement in excess of your holiday entitlement, the Company will deduct a sum from your final payment on the basis of <<specify calculation>> from the payment of your final salary.

9.5 Holidays must be taken with the approval of the Company. You must obtain the approval of the Company before you can take any holiday during your notice period or holiday entitlement. You must obtain the approval of the Company before you can take any holiday during your notice period or holiday entitlement. You must obtain the approval of the Company before you can take any holiday during your notice period or holiday entitlement. You must obtain the approval of the Company before you can take any holiday during your notice period or holiday entitlement.

9.6 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.

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entitlement to the holiday may not be

applies for one year only, and subsequent holiday year.

9.7 If you are sick or transfer to sick leave strictly subject to the

, the Company will allow you to that holiday at a later date. This is

9.7.1 You must contact in person and by telephone (if possible) as soon as your sickness or injury

>> in person and by telephone (if possible) as soon as your holiday will be affected by

9.7.2 The full period must be certificated by a medical practitioner, [where it exceeds seven days;] and

due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven

9.7.3 Within <<e.g. 7 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>>.

urn 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>>.

10. Other paid leave

10.1 Any maternity, paternity, bereavement leave or other paid leave shall be at the rate of pay>>.

parental or parental leave shall be at the rate of pay e.g. the statutory rate/ your normal

10.2 The Company also provides details of other paid non-statutory leave>>.]

details of other paid non-statutory leave>>.]

10.3 Please see the Company Handbook for further information.

for further information.

11. Training

11.1 You will be required to attend training in respect of: e.g. health and safety

ing training in respect of: << state details of compulsory training in respect of: e.g. health and safety

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

training at the Company's discretion and will be paid your normal rate of pay for any compulsory

11.3 You will not be paid for any optional training.

following training: <<give details>>.

12. Sickness Absence

12.1 In the event of your absence you should contact <<specify contact details>> as soon as possible of the absence to inform the Company as soon as possible of the absence and your expected return to work.

when you or someone on your behalf should contact <<specify contact details>> as soon as possible of the absence to inform the Company as soon as possible of the absence and your expected

12.2 A self-certification form is required for absences of up to seven days. The form will be available on the Company intranet.

required for absences of up to seven days. The form will be available on the Company intranet.

12.3 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 Certificate / Medical Certificate to the Company.

seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate / Medical Certificate to the Company.

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12.4 EITHER - When the employee is absent for a continuous period of 7 days or more, the employee will only receive SSP unless the employee has a contractual right to sick pay; employee will

[If you are absent for a continuous period of 7 days or more for a reason of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP) provided that you have met the requirements above. If you are not entitled to SSP under the SSP scheme the 'qualifying days' are <<state days>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any such payments are made in accordance with the company policy.]

OR - When the company has a contractual sick pay scheme, use this clause:-

[If you are absent for a continuous period of 7 days or more for a reason of sickness or incapacity, and you have complied with the requirements above, you are entitled to company sick pay, for up to a maximum of << >> days. Company sick pay is equal to << >>% of your normal basic salary in accordance with the company policy.]

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12.5 The Company has the right to record absence levels and reasons for absences. Such records will be held confidentially.

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

12.7 For the avoidance of doubt, the Company reserves the right to terminate your employment under this clause notwithstanding that you may be in receipt of sick pay.

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13. **[Anti-Bribery]**

13.1 You agree that you will not offer, pay, or accept any bribes (i.e. a financial payment or other form of reward) in connection with conducting Company business or representing the Company.

13.2 You agree to comply with the Company's anti-bribery policy (provided separately) and agree to report any suspicious conduct that may constitute a bribe to the Company.

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14. **Pension**

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

OR

[If you are eligible, the Company will contribute to <<state %>> of your salary in accordance with the Company's pension policy. The Company will also contribute to <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

Full details of the scheme, including the minimum contribution level, are available in the Staff Handbook. If you do not want to join the scheme, you agree to opt out of the scheme.

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worker pension contribution
The scheme is subject to
Company may replace the

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

15. **Retirement**

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

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

16. **Health Insurance and Oth**

16.1 You are eligible to p
service life assurance
terms and condition
Details of the sche
not wish to particip
immediately.

ny's [medical insurance] [death-in-
nsurance] scheme, subject to the
at are from time to time in force.
m <<specify job title>>. If you do
you should advise the Company

16.2 The Company rese
substitute another s
the schemes.

its participation in any scheme or
benefits available to you under any of

16.3 For the avoidance
described in Claus
terminate employm
notice, in accordanc

n in any Company scheme as
judice to the Company's right to
and at any time, with or without

17. **Maternity Leave**

The Company will comply
The Company's Maternity L

ons in respect of Maternity Leave.
from <<specify job title>>.

18. **Paternity Leave**

The Company will comply
The Company's Paternity L

ons in respect of Paternity Leave.
from <<specify job title>>.

19. **Exclusivity of Service**

19.1 You are required to
duties during workin
all times.

attention and abilities to your job
the best interests of the Company at

19.2 You must not, with
directly or indirect
undertaking where
Company or where
duties. However, y
investment purpose
Exchange. If the ho
Directors of the Cor

of the Company, be in any way
ned in any other business or
n conflict with the interests of the
ect the efficient discharge of your
% of any class of securities for
is quoted on a recognised Stock
the prior approval of the Board of
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20. Confidential Information

20.1 You shall neither directly or indirectly disclose to any company, business or company, business

except in the proper performance of your duties) nor (omit) after the termination thereof, uses or those of any other person, information, or disclose to any person, on,

20.1.1 any trade secrets belonging to the Company, not limited to information, or requirements information, information information,

business information relating or associated companies, including but relating to customers, customer lists structures , marketing and sales gs, employees or officers, financial formulae, specific technical

20.1.2 any documents which have been furnished to the Company or which has been given in confidence by

”, or any information which you which you might reasonably expect idential, or any information which or any associated company in r other persons.

20.2 You shall not at any time disclose any notes or memoranda of the Company's business or Company.

employment with the Company make matter within the scope of the otherwise than for the benefit of the

20.3 The obligations of confidentiality of information or knowledge shall cease to apply to any information or knowledge which subsequently come into the public domain after the termination of employment, other than by way of unauthorised disclosure

employment, other than by way of

21. Restrictive Covenants

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

employment and post-termination

21.2 In the event that you are employed by a company, business or company, business with the Company, the restrictions set out in the Schedule shall immediately provide to such person, company, business or company, business of the Schedule.

of employment from any person, on, either during your employment e in force of any of the restrictions immediately provide to such person, on a full and accurate signed copy

22. Copyright, Inventions and

22.1 All records, documents, drawings, designs, inventions, patents, trade secrets, other copyright protected works, and other intellectual property created by you in the course of your employment shall, throughout the world, be the absolute property of the Company.

copies and summaries thereof) and required by you in the course of your worldwide copyright and design rights shall remain the absolute property of the

22.2 You hereby irrevocably assign to the Company all rights granted by Chapter 1V or Part 1 of the

waive all rights granted by Chapter Patent Act 1988 that vest in you in

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connection with your employment with the Company without limitation the right not to have

copyright works in the course of your employment shall be the world enforceable, including the author of any such works and shall not be subject to derogatory treatment.

22.3 You and the Company shall be bound by the provisions of Sections 39 to 42 of the Patents Act 1977 ("the Act") and the compensation payable under certain inventions respectively. If you make any inventions relevant to the Company's business during the course of your employment you agree that, if required by the Company) to assign (as determined by the Company) to the Company and other materials relating to them. The Company will pay you compensation for the licence or assignment as the Company may in its absolute discretion, subject to Section 40 of the

provisions of Sections 39 to 42 of the Patents Act 1977 ("the Act") and the compensation payable under certain inventions respectively. If you make any inventions relevant to the Company's business during the course of your employment you agree that, if required by the Company) to assign (as determined by the Company) to the Company and other materials relating to them. The Company will pay you compensation for the licence or assignment as the Company may in its absolute discretion, subject to Section 40 of the

23. **Grievance Procedures**

The Company's Grievance Policy is available on request from <<specify job title>>. This policy does not form part of your terms and conditions of employment.

The Company's Grievance Policy is available on request from <<specify job title>>. This policy does not form part of your terms and conditions of employment.

24. **Discipline**

24.1 You will be expected to maintain a high standard of work performance and conduct at all times to the reasonable levels acceptable to the Company, your failure to do so may result in disciplinary action which could ultimately result in dismissal if no other alternatives were not forthcoming.

24.1 You will be expected to maintain a high standard of work performance and conduct at all times to the reasonable levels acceptable to the Company, your failure to do so may result in disciplinary action which could ultimately result in dismissal if no other alternatives were not forthcoming.

24.2 The disciplinary rules set out in the attached Disciplinary Policy apply to your employment are set out in the attached Disciplinary Policy. This policy does not form part of your terms and conditions of employment.

24.2 The disciplinary rules set out in the attached Disciplinary Policy apply to your employment are set out in the attached Disciplinary Policy. This policy does not form part of your terms and conditions of employment.

25. **Termination of Employment**

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

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

25.2 After the successful completion of your probationary period, your employment may be ended by the Company by 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 ten days' notice for each additional complete year of service up to a maximum of 12 months' notice.

25.2 After the successful completion of your probationary period, your employment may be ended by the Company by 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 ten days' notice for each additional complete year of service up to a maximum of 12 months' notice.

25.3 The Company reserves the right to terminate your contract without any notice if it has reasonable grounds to believe you are guilty of gross misconduct or gross negligence.

25.3 The Company reserves the right to terminate your contract without any notice if it has reasonable grounds to believe you are guilty of gross misconduct or gross negligence.

25.4 The Company reserves the right to terminate your employment without notice or you are required to provide notice, you will not be entitled to any holiday which would otherwise be payable to you during the notice period.

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26. **Gardening Leave**

The Company reserves the right to require you to undertake all or any of your normal duties during any period of notice of termination, whether given by you or the Company, provided always that the Company shall continue to provide employee benefits (apart from the Company car) in such circumstances as may be determined by the Company.

not to attend at work and/or not to attend during any period of notice of termination, whether given by you or the Company, provided always that the Company shall continue to provide employee benefits (apart from the Company car) in such circumstances as may be determined by the Company.

27. **Company Property**

On the termination of your employment, you shall immediately return to the Company in accordance with its specifications, software, materials, tools, equipment, keys, passes and any other documents (and any copies thereof) and any other property which is in your possession or control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause 24.

immediately return to the Company in accordance with its specifications, software, materials, tools, equipment, keys, passes and any other documents (and any copies thereof) and any other property which is in your possession or control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause 24.

28. **[Staff Handbook and Employment Policies]**

All Staff have a duty to adhere to the Company's policies from time to time in force, including but not limited to the Company's Health and Safety, Fire Safety, Sickness and Absence and other policies.

other policies from time to time in force, including but not limited to the Company's Health and Safety, Fire Safety, Sickness and Absence and other policies.

29. **Data Protection**

The Company is required to protect your personal data and what we do with that data. We shall at all times comply with all relevant data protection legislation and our [Company's data protection policy] which is available on the Company's intranet.

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 and our [Company's data protection policy] which is available on the Company's intranet.

30. **Changes to Terms and Conditions**

The Company may amend these Terms and Conditions from time to time in force, including but not limited to the Company's Health and Safety, Fire Safety, Sickness and Absence and other policies.

These Terms and Conditions may be amended from time to time in force, including but not limited to the Company's Health and Safety, Fire Safety, Sickness and Absence and other policies.

31. **Severability**

The various provisions of these Terms and Conditions of Employment and attached schedules shall be severable and if any provision or sub-provision or identifiable part of these Terms and Conditions of Employment is held to be invalid or unenforceable by any court of competent jurisdiction the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts shall not be affected.

These Terms and Conditions of Employment shall be severable and if any provision or sub-provision or identifiable part of these Terms and Conditions of Employment is held to be invalid or unenforceable by any court of competent jurisdiction the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts shall not be affected.

32. **Governing Law**

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

be governed by and construed in

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Pre-termination Non-Solicit and Non-Compete Restrictions

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

"Customer"

any company or other entity with which the Company has supplied

"Prospective Customer"

any company or other entity with which the Company has made a written agreement to supply goods or services, or with which the Company has provided details of such goods or services, or with which the Company has had negotiations or a written agreement regarding the possible supply of goods or services;

" Company Employee "

any person who was employed by the Company or any Associated Company, and with whom the Employee had substantial personal contact while performing their duties of employment reported directly to the Company;

any person who had material contact with the Company or its suppliers or customers in performing his or her duties of employment with the Company or any Associated Company; or

any person who possessed or was likely to possess confidential information of the Company in the course of his or her employment with the Company or any Associated Company; or

any person who has included research into the development of any product or service or the provision of any support or product support; or

any person who was a member of the executive or management team of the Company or any Associated Company;

"Termination Date"

the date of the termination of the Employee's employment

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“Associated Company”

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Company, corporation or
which:

Directly controlled by the

Directly controls the Company;

Directly controlled by a third
Directly or indirectly controls

In title or assign of the
, corporations or other
referred to above.

2. **Not to compete**

2.1 You shall not, during
Duration eg. six m
directly or indirectly
Companies, notwith

ment and for a period of <<Insert
ination of employment, compete,
the Company and its Associated
ason for termination.

2.2 This restriction shall
location of the Com

<<e.g. 10 miles>> from the present

2.3 The term "compete
manage, operate,
similar to, or compe

means that you shall not own,
mployed in a business substantially
of the Company.

3. **Not to Solicit Customers**

You shall not, for a period
of employment, directly or
acceptance of, or deal with
with whom you had person

<<six months>> following termination
n soliciting, accept, or facilitate the
ustomer or Prospective Customer
uring your period of employment.

4. **Not to Solicit Company Employees**

You shall not, for a period
of employment, directly or i

<<six months>> following termination

4.1 Attempt to induce a
cease to provide
Company employee

employment of the Company or to
company where that person is a
; or

4.2 Employ or obtain the
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 you or any other organisation an offer of employment from the Company or during the course of your employment, you will immediately provide to the Company or other organisation a full and accurate

person, company, business entity or other organisation during your employment with the Company of the restrictions set out above, company, business entity or other organisation Schedule.

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6. **Severability**

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

employment regarding severability

Issued for and on behalf of <<Company Name>>

Signed:

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Employee

I hereby warrant and confirm that I am not currently employed by any other organisation, or in any other way performing any of the duties of an employee of any other organisation, conditions of this Agreement.

previous employment terms and conditions of any other organisation or employment with the Company or other organisation above. I accept the terms and conditions of this Agreement.

Signed:
<<Name of Employee>>

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Date: << >>

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