

CONTRACT OF EMPLOYMENT

Between *(name of Company)* Limited and *(name of employee)* meeting the requirements of section 1 of the Employment Rights Act 1996 (as amended).

This Agreement is made between *(name of Company)* Limited ('the Company') and you. It supersedes any earlier written or oral arrangement between you and the Company.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

1 JOB TITLE AND PLACE OF WORK

1.1 The Company will employ you as a *(job title)*. You will be required to undertake [such duties and responsibilities as may be determined by the Company from time to time.] *OR* [the following duties and responsibilities: *(list of duties)*.] 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.

1.2 Your normal place of work will be *(address)*. If necessary, you will temporarily work at and, if requested, permanently change your normal place of work to any other branch office which the Company has already set up or may set up within a *(number)* mile radius of your normal place of work.

1.3 The Company's business premises are no smoking premises and any other premises that it may establish in the future will also be no smoking premises.

2 START OF EMPLOYMENT

2.1 Your employment with the Company started on *(date)*. [No period of employment with a previous employer counts towards your period of continuous employment.] *OR* [where the business was acquired as a going concern under the TUPE Regulations or the old employer was an associated employer: Your period of employment with *(name of old employer)* which began on *(date)* counts as part of your continuous period of employment with the Company.]

3 PROBATIONARY PERIOD

3.1 The first *(number)* months of your employment will be a probationary period during which time your performance and conduct will be monitored and appraised. The probationary period may be extended at the Company's discretion by up to three months and this is without prejudice to the Company's right to terminate your employment before or on the expiry of your probationary period if you are found for any reason whatsoever to be incapable of carrying out, or otherwise unsuitable for, your job. At the end of your probationary period, your employment will be reviewed within a reasonable time of its expiry and your probationary period will not be deemed to have been completed until the Company has carried out its review and formally confirmed the position in writing to you.

4 NOTICE

4.1 Your employment is not for a fixed term and there is no anticipated duration for your employment but, subject to statutory restrictions, it may be terminated by notice. During any probationary period, your employment may be ended either by you giving the Company or by the Company giving you one week's written notice.

4.2 After the successful completion of any probationary period, your employment may be ended by you giving the Company *(one month's)* written notice. The Company will give you *(one month's)* written notice and after four years' service a further one week's notice for each additional complete year of service up to a maximum of 12 weeks' notice.

Note: we have suggested the above arrangement, starting with one month's notice (after the probation period). However, you may instead opt to provide that you need only give the statutory minimum periods of notice to an employee, in which case you should substitute the clause below for Clauses 4.1 and 4.2. Include one arrangement or the other, not both:

Your contract of employment is terminable by written notice as follows:

Notice by the Company

| <i>Length of continuous service</i> | <i>Minimum period of notice</i> |
|-------------------------------------|--|
| ----- | ----- |
| <i>Less than one month</i> | <i>One day</i> |
| <i>One month to two years</i> | <i>One week</i> |
| <i>Two years to 12 years</i> | <i>One week for each continuous year of employment</i> |
| <i>12 or more years</i> | <i>12 weeks</i> |

Notice to the Company

| <i>Length of continuous service</i> | <i>Minimum period of notice</i> |
|-------------------------------------|---------------------------------|
| ----- | ----- |
| <i>Less than one month</i> | <i>One day</i> |
| <i>One month onwards</i> | <i>One week</i> |

4.3 The Company will not be obliged to provide you with work at any time after notice of termination shall have been given by either party and the Company may, in its absolute discretion, pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax and applicable national insurance contributions). Any such payment will consist solely of basic salary as at the date of termination and, for the avoidance of doubt, the payment in lieu of notice shall not include any element relating to any bonus or commission payments that might otherwise have been due, any payment in respect of benefits which you would have been entitled to receive or any payment in respect of any annual leave entitlement that would have accrued during the period for which the payment in lieu is made. You have no right to receive a payment in lieu of notice instead of working your notice period unless the Company exercises its discretion to pay you in lieu under this clause.

4.4 If you leave without giving the proper period of notice or leave during your notice period without permission, in addition to not being paid for any unworked period of notice, the Company shall also be entitled as a result of your agreement to the terms of this contract to deduct up to a day's pay for each day not worked during the notice period, provided always that the Company will not deduct a sum in excess of the actual loss suffered by it as a result of your leaving without notice (for example, to cover the additional cost of recruiting a replacement at short notice) and any sum so deducted will be in full and final settlement of the Company's claim for your breach of contract. This deduction may be made from any final payment of salary which the Company may be due to make to you. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of your leaving without notice. It is not intended to act as a penalty upon termination.

5 HOURS OF WORK AND OVERTIME

5.1 The Company's normal hours of work are from *(time)* until *(time)* on *(day)* to *(day)* with *(duration)* break for lunch. These hours will be your normal hours of work unless otherwise agreed between you and the Company.

5.2 You may be required to work such additional hours in excess of your normal hours of work as are reasonably necessary for the proper performance of your duties and to meet the needs of the Company's business. [No extra payment will be made for any additional hours worked, unless expressly authorised by your line manager.] OR [Any overtime worked by you at the request of the Company will be paid at [the rate of £*(amount)* per hour] OR [*(number)* times your normal hourly rate]. The Company reserves the right at its discretion to vary overtime rates.]

5.3 The Company reserves the right to require you to work different hours of work according to the needs of the business, whether on a temporary or a permanent basis. This may involve shorter or longer hours of work, or working on different days of the week or at different times of the day in accordance with operational requirements. It is a condition of your employment that you agree to work different hours if requested to do so by the Company.

6 SALARY

6.1 Your salary will be £*(insert details)* per *(hour/day/week/annum)* payable in equal *(monthly/weekly)* instalments in arrears on or before the last working day of each *(month/week)* for the *(month/week)* up to and including that day. Payment will be made by direct credit transfer to a bank or building society account nominated by you.

6.2 Entirely at the Company's discretion, your salary will be reviewed annually in *(month)*. However, a salary review will not necessarily result in a salary increase. There will be no review of your salary after notice has been given by either party to terminate your employment.

6.3 In addition to your remuneration, you will be reimbursed all reasonable expenses, properly, wholly and exclusively incurred by you and authorised by your line manager in the discharge of your duties under this contract upon production of receipts or other evidence for them as the Company may reasonably require.

7 REVIEW OF PERFORMANCE

7.1 A performance review will be carried out in relation to you at least once in each year. The timing of that review will vary depending upon your job and, in any event, is in the discretion of the Company. Details of any review procedures relating to you will be given to you and you are required to comply with them at the time of any review of you in order to assist in making the process worthwhile.

7.2 Your performance will also be reviewed, independently of the annual review process, during and at the end of the probationary period.

8 HOLIDAY

8.1 The Company's holiday year is from *(date)* to *(date)*. [In addition to paid holiday on all statutory and other public holidays,] you will be entitled to *(number)* days' holiday in each holiday year throughout which you are employed by the Company OR [which includes statutory and other public holidays [and any period during which the Company closes down during the summer/for Christmas and the New Year]]. You will accrue holiday at the rate of *(number)* days per calendar month from your first day of employment with the Company.

8.2 The Company will operate a system that you must follow for obtaining prior approval for holiday plans. Details of that system and of any changes to it from time to time will be made known to you. The Company will try to co-operate with your holiday plans wherever possible subject to the requirements of the Company. However, you must not book holidays until your request has been formally authorised in writing by your line manager.

8.3 You must use all of your holiday entitlement by the last day of each holiday year and, unless there are exceptional circumstances, you may not carry your holiday entitlement forward into the next holiday year. Holiday entitlement not used by the correct date will usually be lost and under no circumstances will payment be made for holiday entitlement that is lost through not being exercised by the correct date.

8.4 No more than two weeks' holiday may be taken at any one time without the prior written agreement of your line manager. (*Amount*) notice must be given by you of the proposed date of commencement of any holiday.

8.5 In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed (to the nearest half-day and assuming that holiday entitlement accrues at an even rate from day to day).

8.6 Subject to clause 8.1, on termination of your employment, you will be paid in lieu for any accrued and unused days of holiday entitlement in that holiday year only. Unless required by law, on termination, you have no right to be paid for holiday accrued but not taken in previous holiday years. In addition, during your notice period (whether notice of termination of employment is given by the Company or by you), the Company may require you to take any outstanding accrued days of holiday entitlement that you may have and the Company will not be obliged to give you any minimum notice to take such holiday during your notice period.

8.7 If, on termination, you have taken more holiday than you have accrued in that holiday year, you will be required to reimburse the Company in respect of such unearned annual leave and the Company shall be entitled as a result of your agreement to the terms of this contract to deduct the value of the unearned holiday from any final payment of salary made to you.

8.8 Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Company may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity and instead pay you Statutory Sick Pay ('SSP') for your period of sickness absence, provided you meet the qualifying conditions for SSP, you fully comply with your contractual obligations relating to reporting sickness absence and your absence is properly certified.

9 COMPASSIONATE LEAVE AND TIME OFF FOR FAMILY EMERGENCIES

9.1 The Company will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your line manager and that person will consider your request. There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Company.

10 SICK PAY

10.1 You are entitled to Statutory Sick Pay ('SSP') during periods of sickness absence. Any payment over and above SSP will be made at the absolute discretion of the Company.

11 REPORTING SICKNESS ABSENCE

11.1 On the first day of any sickness absence you must ensure that your line manager is informed by telephone of your sickness at the earliest possible opportunity. You should also give details of the nature of your illness and the day on which you expect to return to work. You must inform the Company as soon as possible of any change in the date of your anticipated return to work.

11.2 Sickness absence of up to and including seven consecutive days must be fully supported by a self-certificate and thereafter by one or more doctor's certificates provided to the Company on a regular basis during the period of sickness absence.

11.3 You must inform your line manager on the first day of your return to work after a period of sickness absence and complete a self-certificate form if applicable. Self-certification forms are available from *(name)*.

12 MEDICAL EXAMINATIONS

12.1 The Company may require you to undergo a medical examination by a medical practitioner nominated by it at any stage of your employment and you also agree to authorise the medical practitioner responsible for the medical examination to prepare a medical report detailing the results of the examination. The cost of any such examination will be met by the Company and you will co-operate in the disclosure of all results and reports to the Company. The Company will only request such an examination where reasonable to do so.

12.2 There may also be occasions where the Company considers it necessary to request a medical report on your health from your GP or consultant. Where a medical report is necessary, you will be informed of your rights under the Access to Medical Reports Act 1988 and you will be asked to give your written consent for the Company to contact your GP or consultant to obtain a medical report.

13 PENSION

13.1 **Occupational pension scheme:** The Company operates an occupational [final salary/money purchase] pension [and life assurance] scheme which you are entitled to join, provided you meet the conditions for eligibility as set out in the scheme rules and subject to HM Revenue & Customs requirements. If you do opt to join the scheme, you will be subject to the trust deed and rules of the scheme as are in force from time to time. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. The Company is not required to provide a replacement scheme or compensation if the scheme is terminated or amended. Full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, can be obtained from *(name)*. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

13.1 **Automatic enrolment occupational pension scheme:** The Company operates an occupational [final salary/money purchase] pension [and life assurance] scheme and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) from the start of your employment. You will be subject to the trust deed and rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. Full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you

[the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information].

- 13.2 If it is the case (due to your age and/or earnings) that you are a non-eligible or entitled worker, you will not automatically be enrolled into the occupational pension scheme. However, your right to opt into a scheme will be provided to you, and if you opt in, at that time full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you *[the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information]*.
- 13.3 You will pay such contributions to the scheme as may be required by the rules of the scheme from time to time and the Company will also pay such contributions to the scheme as may be required by the rules of the scheme from time to time. Any Company and employee contributions paid, or the minimum rate at which benefits build up, will be sufficient to maintain the scheme's status as a qualifying scheme for the purposes of the Pensions Act 2008. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **Group personal pension scheme:** The Company operates a group personal pension scheme which you are entitled to join, provided you meet the conditions for eligibility as notified to you and subject to HM Revenue & Customs requirements. If you do opt to join the scheme, you will be subject to the rules of the scheme as are in force from time to time. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. The Company is not required to provide a replacement scheme or compensation if the scheme is terminated or amended. Full details of the scheme, including conditions of eligibility and the rates of contributions, can be obtained from *(name)*. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **Automatic enrolment group personal pension scheme:** The Company operates a group personal pension scheme and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) from the start of your employment. You will be subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. Full details of the scheme, including conditions of eligibility and the rates of contributions, will be sent to you *[the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information]*.
- 13.2 If it is the case (due to your age and/or earnings) that you are a non-eligible or entitled worker, you will not automatically be enrolled into the occupational pension scheme. However, your right to opt into a scheme will be provided to you, and if you opt in, at that time full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you *[the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information]*.

- 13.3 You will pay such contributions to the scheme as may be required by the Company from time to time and the Company will also pay such contributions to the scheme as it may designate from time to time. Any Company and employee contributions paid will be sufficient to maintain the scheme's status as a qualifying scheme for the purposes of the Pensions Act 2008. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **Automatic enrolment NEST scheme:** The Company uses the National Employment Savings Trust (NEST) for pension provision and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the NEST scheme) from the start of your employment. You will be subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. Full details of the NEST scheme, including conditions of eligibility and the rates of contributions, will be sent to you [*the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information*].
- 13.2 If it is the case (due to your age and/or earnings) that you are a non-eligible or entitled worker, you will not automatically be enrolled into the occupational pension scheme. However, your right to opt into a scheme will be provided to you, and if you opt in, at that time full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you [*the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information*].
- 13.3 You will pay at least the minimum contributions to the NEST scheme as may be set by legislation and/or as may be required by the Company from time to time and the Company will also pay the minimum contributions to the NEST scheme as may be set by legislation and/or as it may designate from time to time. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **Stakeholder pension scheme:** The Company has in place a stakeholder pension scheme and after three months' service you will be invited to make your own personal contributions to that scheme should you so wish, subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. [The Company makes no contributions to the stakeholder pension scheme.] The Company reserves the right to vary, amend or withdraw the scheme at any time. Full details of the scheme can be obtained from (*name*). Your contributions to the scheme will be deducted from your salary and paid into the scheme.

14 RETIREMENT

- 14.1 The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to voluntarily retire at any time, provided you give the Company the required period of notice of termination of your employment as set out in clause 4.2.

15 COLLECTIVE AGREEMENTS AND PERIODS OUT OF THE UK

- 15.1 There are no collective agreements that directly affect the terms of your employment.

15.2 You will not be expected to work outside the United Kingdom for one month or more.

16 DISCIPLINARY RULES

16.1 The Company's disciplinary rules and procedures that apply to your employment are set out in Appendix 1 to this contract.

17 GRIEVANCE PROCEDURE

17.1 The Company's grievance procedures that apply to your employment are set out in Appendix 2 to this contract.

18 EQUAL OPPORTUNITIES

18.1 It is the Company's policy to provide employment, training, promotion, transfer, pay, benefits and other terms and conditions of employment without regard to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation unrelated to an individual's ability to perform essential job functions. It is also the Company's policy to conform to all employment standards required by law.

19 LAY-OFFS

19.1 The Company reserves the right to lay you off or put you on short time working where the needs of the Company's business make this necessary, for example because there is a temporary cessation of or reduction in work or a temporary closure of the workplace.

19.2 In the event that you are laid off or put on short time working, your entitlement to pay on workless days in that period of lay-off or short time working will cease and instead, if you qualify, you will be paid guarantee payments at the prevailing statutory rate during that period in accordance with statutory requirements.

20 RESTRICTIONS

20.1 During your normal hours of work you may not, without the prior written consent of the Company, devote any time to any business other than the business of the Company or to any public or charitable duty or endeavour.

20.2 During the period of your employment you will not, without the prior written consent of the Company, undertake any work or other activity which may prejudicially affect your ability properly and efficiently to discharge your duties and responsibilities. The decision as to whether or not an activity would have a prejudicial effect shall be in the absolute discretion of the Company.

20.3 You will not at any time either during your employment or afterwards, to the detriment or prejudice of the Company or the Company's customers, use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company, details of which are not in the public domain, or such confidential information or trade secrets relating to the business of any customer of the Company which have come to your knowledge during your employment.

21 DELIVERY UP OF DOCUMENTS

21.1 Upon the termination of your employment under this contract for whatsoever cause, you shall forthwith deliver up to the Company all keys and any swipe cards, credit cards, computer hardware or software, books, documents, account records and any other papers which may be in your possession, custody or control and which are the property of the

Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by you. You shall then (if required by the Company) make a declaration that the whole of the provisions of this Clause have been complied with.

22 DEBTS AND OVERPAYMENTS

22.1 If, on the termination of your employment, you owe the Company money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Company shall be entitled as a result of your agreement to the terms of this contract to deduct the amount of your indebtedness to it from any final payment of salary which it may be due to make to you.

I hereby confirm that I have read, understood and accept the above contract of employment. I undertake to observe the terms and conditions of employment contained therein.

.....
(Name of employee)

Date:

.....
For and on behalf of the Company

Date:

APPENDIX 1 - DISCIPLINARY PROCEDURE

Whilst the Company does not wish to impose unreasonable rules of conduct on its employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interest of all employees. The Company prefers that discipline be voluntary and self-imposed and in the great majority of cases this is how it works. However, from time to time, it may be necessary for the Company to take action towards individuals whose level of behaviour or performance is unacceptable.

With the exception of the section entitled 'alternative disciplinary sanction', this disciplinary procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussion with the employee does not lead to an improvement in conduct or performance or where the matter is considered to be too serious to be classed as minor, for example, unauthorised absences, persistent poor timekeeping, sub-standard work performance, etc the following disciplinary procedure will be used. At all stages of the procedure, an investigation will be carried out.

The Company will notify the employee in writing of the allegations against him or her and will invite the employee to a disciplinary hearing to discuss the matter. The Company will provide sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence, including witness statements, where appropriate.

Having given the employee reasonable time to prepare their case, a formal disciplinary hearing will then take place, conducted by a manager, at which the employee will be given the chance to state his or her case, accompanied if requested by a trade union official, a trade union representative or a fellow employee of his or her choice. The employee must make every effort to attend the hearing. At the hearing, the employee will be allowed to set out their case and answer any allegations and will also be given a reasonable opportunity to ask questions, present evidence, call relevant witnesses and raise points about any information provided by witnesses.

Please note that it is prohibited for employees to record (whether covertly or otherwise) the proceedings at the disciplinary hearing, and at any appeal hearing, without the express permission of the Company. If the Company discovers that an employee has done this covertly, he or she could be subject to further disciplinary action.

Following the hearing, the Company will decide whether or not disciplinary action is justified and, if so, the employee will be informed in writing of the Company's decision in accordance with the stages set out below and notified of his or her right to appeal against that decision. It should be noted that an employee's behaviour is not looked at in isolation but each incident of misconduct is regarded cumulatively with any previous occurrences.

Stage 1: Written warning

The employee will be given a formal WRITTEN WARNING. He or she will be advised of the reason for the warning, how they need to improve their conduct or performance, the timescale over which the improvement is to be achieved, that the warning is the first stage of the formal disciplinary procedure and the likely consequences if the terms of the warning are not complied with. The written warning will be recorded but nullified after six months, subject to satisfactory conduct and performance.

Stage 2: Final written warning

Failure to improve performance in response to the procedure so far, a repeat of misconduct for which a warning has previously been issued, or a first instance of serious misconduct or serious poor performance, will result in a FINAL WRITTEN WARNING being issued. This will set out the nature of the misconduct or poor performance, how he or she needs to improve their conduct or performance,

the timescale over which the improvement is to be achieved and warn that dismissal will probably result if the terms of the warning are not complied with. This final written warning will be recorded but nullified after twelve months, subject to satisfactory conduct and performance. However, the Company reserves the right to extend the validity of the final written warning to a maximum of three years in cases of very serious misconduct or where the employee has a history of misconduct issues.

Stage 3: Dismissal

Failure to meet the requirements set out in the final written warning will normally lead to DISMISSAL with appropriate notice. A decision of this kind will only be made after the fullest possible investigation. Dismissal can be authorised only by a senior manager or a Director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which his or her employment will terminate and how the employee can appeal against the dismissal decision.

Gross misconduct

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, the Company reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct include:

- Any breach of the criminal law, such as theft.
- Any unauthorised possession or removal of Company products or property, or property belonging to another employee, client, customer or visitor, fraud (including making fraudulent or false expense claims), deliberate falsification of records, false declarations in connection with employment or applications for employment or any other form of dishonesty.
- Using the Company's property, materials or equipment to carry out work for third parties on a personal basis without permission.
- Misuse of Company benefits, such as improper use of a staff discount card.
- Offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with employment.
- Wilfully or negligently causing harm or injury to another employee, client, customer or visitor, physical violence, assault, fighting, bullying or grossly offensive, abusive or aggressive behaviour or language.
- Deliberately or negligently causing damage to the Company's property, or to property belonging to another employee, client, customer or visitor.
- Vandalism of, or otherwise intentionally interfering with, the Company's computers or computer or telephone network.
- Causing loss, damage or injury through serious carelessness or gross negligence.
- Dereliction of duty, including sleeping whilst at work and undertaking unauthorised activities during normal working hours.
- Wilful refusal to obey a reasonable management instruction or serious insubordination.
- Serious incapacity at work through an excess of alcohol or illegal drugs, whether consumed on or off Company premises but which affects the employee's ability to carry out their job duties whilst at work.
- Bringing illegal drugs or other illegal substances or items or weapons on to Company premises.
- Smoking on Company premises, other than in designated outside smoking areas.
- Logging on to sexually explicit websites, downloading or circulating pornographic or other offensive, illegal or obscene material or using the internet or e-mail for gambling, illegal activities or the sending of offensive e-mails to work colleagues (in the latter case, including from the employee's home computer in their own time).
- Engaging in sexual activity on Company premises at any time.
- Posting derogatory, offensive, discriminatory or defamatory comments online (for example, on social media websites) about the Company, its employees, clients or customers or otherwise conducting themselves online in a way that is detrimental to the Company or brings the Company into serious disrepute.
- A serious breach of health and safety rules, including acts or omissions which endanger the safety of another employee, client, customer or visitor.

- A serious breach of security rules.
- Discriminating against, harassing, bullying or victimising another employee, client, customer or visitor because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation.
- A serious breach of confidentiality, including unauthorised access of computer and personnel records and communicating or leaking trade secrets or confidential information about the Company or its employees, clients or customers to third parties.
- Working for a competitor without permission.
- Engaging in an unauthorised activity which conflicts with the interests of the Company or its clients or customers.
- Breaching copyright or any other proprietary interest belonging to the Company.
- Knowingly breaking a legal requirement in connection with employment.
- Bringing the Company into serious disrepute, even if done in the employee's own time.
- Unauthorised absence, including failure to return from a period of annual leave or other approved leave of absence.

The above is intended as a guide and is not an exhaustive list.

Alternative disciplinary sanction

As an alternative to issuing a final written warning or as an alternative to dismissal, the Company reserves the right to demote an employee for a fixed period, but for no longer than [three] months. This will be done by notice in writing to the employee. The Company also reserves the right to impose a reduction in the employee's salary for the period of demotion and the written notice will detail any changes to the employee's terms and conditions of employment arising from such demotion. In particular, the notice will give details of any reduction to salary and/or loss of benefits arising from the demotion.

Where demotion is used as an alternative to summary dismissal for gross misconduct, the Company may also issue the employee with a final written warning.

This section of the disciplinary procedure is contractual.

Suspension

In the event of serious or gross misconduct, an employee may be suspended while a full investigation is carried out. Such suspension will be on full basic pay. Suspension is a neutral act, which does not imply guilt or blame, and will be for as short a period as possible. Suspension is not considered a disciplinary action.

Appeals

An employee may appeal against any disciplinary decision, including dismissal, to a Director of the Company within five working days of the decision. Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal hearing chaired by a senior manager or a Director.

At the appeal hearing, the employee will again be given the chance to state his or her case and will have the right to be accompanied by a trade union official, a trade union representative or a fellow employee of his or her choice.

Following the appeal hearing, the employee will be informed in writing of the results of the hearing. The Company's decision on an appeal will be final.

Employees with short service

This disciplinary procedure does not apply to any employee who has been employed by the Company for less than two years.

APPENDIX 2 - GRIEVANCE PROCEDURE

Object

The object of the procedure is to provide an employee who considers that he or she has a grievance with an opportunity to have it examined quickly and effectively, and where a grievance is deemed to exist, to have it resolved, if possible, at the earliest practicable opportunity.

Most issues or grievances can be solved on an informal basis with line managers, and employees should aim to settle their grievances in this way if possible. This procedure is designed to deal with those issues that need to be approached on a more formal basis.

This grievance procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Procedure

If a grievance cannot be settled informally with the relevant line manager, the employee should raise it formally. This procedure has been drawn up to establish the appropriate steps to be followed when pursuing and dealing with a formal grievance.

Stage 1

In the event of the employee having a formal grievance relating to his or her employment he or she should, in the first instance, put their grievance in writing and address it to their line manager, making it clear that they wish to raise a formal grievance under the terms of this procedure. Where the grievance is against the line manager, the complaint should be addressed to an alternative manager. This grievance procedure will not be invoked unless the employee raises their grievance in accordance with these requirements.

A manager (who may not be the manager to whom the grievance was addressed) will then invite the employee to a grievance meeting to discuss the grievance and the employee has the right to be accompanied at this meeting by a trade union official, a trade union representative or a fellow employee of their choice. The employee must make every effort to attend the meeting. At the meeting, the employee will be permitted to explain their grievance and how they think it should be resolved.

Please note that it is prohibited for employees to record (whether covertly or otherwise) the proceedings at the grievance meeting, and at any appeal meeting, without the express permission of the Company. If the Company discovers that an employee has done this covertly, he or she could be subject to disciplinary action.

Following the meeting, the Company will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the grievance meeting. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Company's decision on the grievance and notified of their right to appeal against that decision if they are not satisfied with it.

Stage 2

In the event that the employee feels his or her grievance has not been satisfactorily resolved, the employee may then appeal in writing to a more senior manager or to a Director of the Company within five working days of the grievance decision. The employee should also set out the grounds for their appeal.

On receipt of such a request, a more senior manager or a Director (who again may not be the person to whom the appeal was addressed) shall make arrangements to hear the grievance at an appeal

meeting and at this meeting the employee may again, if they wish, be accompanied by a trade union official, a trade union representative or a fellow employee of their choice.

Following the meeting, the senior manager or Director will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the appeal hearing. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Company's decision on their grievance appeal.

This is the final stage of the grievance procedure and the Company's decision shall be final.

Disciplinary issues

If an employee's complaint relates to his or her dissatisfaction with a disciplinary, performance review or dismissal decision, they should not invoke the grievance procedure but should instead appeal against that decision in accordance with the appeal procedure with which they will have been provided.

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