

[INSERT LOGO HERE]

[*Company Name*]

Terms and Conditions of Employment

[*Employee Name*]

[*Insert Start Date*]

This document contains the main terms and conditions of employment which govern your service with the Company. Your service with the Company is also subject to the terms contained in the letter offering you employment (the **Offer Letter**). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in the Offer Letter will prevail, except where expressly stated to the contrary.

TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

- (1) **[Insert Name of Company]** a company registered in **[insert country]** under registration number **[insert Company number]** whose registered office is at **[insert registered office address]** (hereinafter referred to as **we, us** or the **Company**)
- (2) **[Insert name of Employee]** of **[insert Employee's address]** (hereinafter referred to as **you**)

IT IS AGREED as follows:

1. General

The following terms and conditions are given to you in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002 and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.

2. Duties and Job Title

- 2.1 You are employed as a **[insert Job Title]**. You will be responsible to **[insert name and job title]**.
- 2.2 In your job position you will perform all acts, duties and obligations and comply with such orders as may be designated by the Company which are reasonably consistent with that position. The Company may from time to time require you to perform duties normally undertaken by others or to take on different or additional duties, however you will not be assigned duties which you cannot reasonably perform.

3. Fixed Term

- 3.1 [This Contract is for a fixed term of **[insert number of weeks/months/years]** from the Date of Commencement specified below.]

OR

[This Contract is for a fixed term until **[insert name of project]** is completed.]

OR

[This Contract will be for a fixed term commencing on the date of commencement specified in clause 4.1 and continuing until **[insert name of employee]** returns to work after his/her period of **[insert reason for absence, eg maternity leave, sick leave, sabbatical]**. It is a condition of your Contract that you agree that when **[insert name of employee]** returns to work, your Contract of Employment will terminate.]

- 3.2 During the fixed term either party may terminate the contract on giving not less than **[insert amount]** weeks' notice. Alternatively, your employment may be summarily terminated if you are found guilty of gross misconduct.

- 3.3 [Unless renewed by the Company, this contract and your employment with the Company will terminate upon expiry of the fixed term.]

OR

[This contract and your employment with the Company will continue after the end of the fixed term until termination by either side on **[insert amount]** weeks' notice of termination expiring on or at any time after the fixed term.]

4. **Date of Commencement/ Date of Continuous employment**

4.1 Your period of continuous employment with us begins on **[insert date/month/year]**.

4.2 **[No employment with any previous employer counts as part of your period of continuous employment.]**

OR

[Your employment with [insert name of previous employer] which began on [insert date] will count as part of your continuous period of employment with us.]

4.3 In accepting your appointment, it shall be deemed that you have accepted all the terms and conditions set out in this Contract.

4.4 This contract of employment annuls any previous agreement whether verbal or written given to you at any time.

4.5 The first **[insert amount]** 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, your appointment will be confirmed. The probationary period may be extended at the Company's discretion. During the probationary period, the full disciplinary and grievance procedure will not apply.

5. **Hours of work**

5.1 Your normal working hours are between **[insert time]** am and **[insert time]** pm Mondays to Fridays inclusive with one hour for lunch **[which must be taken between [insert time] and [insert time] pm]**.

5.2 In certain circumstances it may be necessary to adjust or exceed the hours in order to ensure that your duties are properly performed.

5.3 **[You will be paid for any overtime worked in accordance with the requirements of this clause on the following basis: [insert terms of overtime].]**

OR

[You will not be entitled to overtime payment for hours worked outside your normal weekly hours (as specified above).]

6. **Place of work**

Your normal place of work will be at **[insert address of company]**.

7. **Remuneration**

7.1 You will be paid **[weekly/monthly]** by credit transfer to your bank account in arrears at the rate of £**[insert amount]** gross per month.

7.2 Your salary will be reviewed annually entirely at our discretion.

7.3 The Company is authorised to deduct any sums due to it from your salary.

8. **Collective agreements**

[There are no collective agreements relevant to your employment.]

OR

[Your employment is subject to the following collective agreement [insert relevant agreement].]

9. Holidays

- 9.1 You are entitled to **[insert number]** days **[this includes the statutory minimum holiday entitlement of 20 days, to which 8 days public and bank holidays have been added. [This does not include special bank holidays, which may be given at the employer's discretion]]** holiday in each complete calendar year, including bank and public holidays.
- 9.2 The **holiday** year commences on **[insert date]** and finishes on **[insert date]** each year.
- 9.3 If your employment commences or finishes part way through the holiday year, your holiday entitlement will be prorated accordingly.
- 9.4 If, on termination of employment:
- 9.4.1 you have exceeded your prorated holiday entitlement, the Company will deduct a payment in lieu of days holiday taken in excess of your prorated holiday entitlement, on the basis of **[insert calculation]**, and you authorise the Company to make a deduction from the payment of any final salary;
 - 9.4.2 you have holiday entitlement still owing, the Company may, at its discretion, require you to take your holiday during your notice period or make a payment in lieu of untaken holiday entitlement.
- 9.5 Holidays must be taken at times convenient to the Company. You must obtain approval of proposed holiday dates in advance from **[insert name and job title]**. You will not be allowed to take more than two weeks at any one time, save at the Company's discretion. You must not book holidays until your request for approval has been formally agreed.
- 9.6 All holiday must be taken in the year in which it is accrued. In exceptional circumstances you may carry forward up to **[insert number]** days untaken holiday entitlement to the next holiday year. This applies for one year only, and holiday may not be carried forward to a subsequent holiday year.
- 9.7 If you are sick or injured while on holiday, the Company will allow you to transfer to sick leave and take replacement holiday at a later date. This is strictly subject to the following:
- 9.7.1 You must contact **[insert name and job title]** in person and by telephone (if possible) as soon as you know that your holiday will be affected by sickness or injury;
 - 9.7.2 The full period of your incapacity due to sickness or injury must be certificated by a qualified medical practitioner, **[where it exceeds seven days;]** and
 - 9.7.3 Within **[insert amount]** days of your return to work, you must confirm in writing how much of your holiday was affected by sickness or injury and the amount of leave you wish to take at another time. This written notification must be sent to **[insert name and job title]**.

10. Sickness Absence

- 10.1 In the event of your absence for any reason you or someone on your behalf should contact **[insert name and job title]** at the earliest opportunity on the first day of the absence to inform him/her of the reason for absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.
- 10.2 A self-certification form should be completed for absences of up to seven days. The form will be supplied to you.
- 10.3 For periods of sickness of more than seven consecutive days, including weekends, you will be

required to obtain a Statement of Fitness for Work ('Fit Note') / Medical Certificate and send this to [insert name and job title]. A new Fit Note / Medical Certificate should be sent periodically as required by the Company.

10.4 EITHER - When there is no contractual right to sick pay; employee will only receive SSP use this clause:

[If you are absent for four or more days by reason of sickness or incapacity, you are entitled to Statutory Sick Pay (**SSP**), provided that you have met the requirements above. For the purposes of the SSP scheme the 'qualifying days' are [insert days]. There is no contractual right to payment in respect of periods of absence due to sickness or incapacity. Any such payments are at the discretion of the Company.]

OR – When the company operates a company sick pay scheme, use this clause:

[If you are absent through sickness or incapacity, and you have complied with the requirements above, you will be paid company sick pay, for up to a maximum of [insert amount] days in any calendar year. Company sick pay is equal to normal basic salary. Thereafter you will receive Statutory Sick Pay in accordance with the law.]

10.5 The Company has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.

10.6 The Company may require you to undergo a medical examination by a medical practitioner nominated by us at any stage of your employment, and you agree to authorise such medical practitioner to prepare a medical report detailing the results of the examination, which you agree may be disclosed to the Company. The Company will bear the cost of such medical examination. Such an examination will only be requested by the Company where it is reasonable to do so.

11. Maternity and Paternity Rights

The Company will comply with its statutory obligations with respect to maternity and paternity rights and rights dealing with time off for dependants. The Company's policies in this regard are available on request from [insert job title].

12. Pension

EITHER

[There are no pension arrangements applicable to your employment.]

OR

[The **designated** pension scheme is [insert name of Pension Scheme]. Details can be found in [insert where details can be found, eg company handbook, or company policy] or obtained from [insert name and job title].] [The Company will make a contribution of [insert amount]% of your salary. You may contribute up to [insert amount]% of your salary.]

OR

[If you are eligible, the Company will auto-enrol you into a pension scheme, in accordance with the Company's pension auto-enrolment obligations.

Full details of the scheme will be provided when you are enrolled, including the minimum contribution level that you will be required to make and your right to opt out if you do not want to join the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.

The scheme is subject to its rules as may be amended from time to time, and the Company may replace the scheme with another pension scheme at any time.]

13. Non – Compulsory Retirement

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 retire voluntarily at any time, provided that you give the required period of notice to terminate your employment.

14. Mobility

You may be required to travel on Company business anywhere in the UK.

15. Grievance Procedure

The formal Grievance Procedure is available on request from *[insert name and job title]*. This procedure does not form part of your terms and conditions of employment.

16. Disciplinary Procedure

The disciplinary rules applicable to your employment are set out in the attached Disciplinary Rules and Procedure. The Disciplinary Rules and Procedure do not form part of your terms and conditions of employment.

17. [Staff Handbook and Employment Policies]

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

18. Confidential Information

18.1 You shall neither during your employment (except in the proper performance of your duties) nor at any time (without limit) after the termination thereof, directly or indirectly, use for your own purposes or those of any other person, company, business entity or other organisation, or disclose to any person, company, business entity or other organisation,

18.1.1 any trade secrets or confidential business information relating or belonging to the Company or its associated companies, including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formulae, specific technical information, research activities,

18.1.2 any document marked "Confidential", or any information which you have been told is confidential or which you might reasonably expect the Company would regard as confidential, or any information which has been given to the Company or any associated company in confidence by customers, suppliers or other persons.

18.2 You shall not at any time throughout the duration of this agreement make any notes or memoranda relating to any matter within the scope of the Company's business, dealings or affairs otherwise than for the benefit of the Company or any associated Company.

18.3 The obligations contained in Sub-Clause 18.1 above shall cease to apply to any information or knowledge which may subsequently come into the public domain after the termination of this Agreement, other than by way of unauthorised disclosure.

19. Data Protection

The Company is required to tell you about the personal data that we collect about you and what we

do with that information, including how we use, store, transfer and secure your personal data. You confirm that you shall at all times comply with all relevant data protection legislation and all obligations imposed on you under the [Company's data protection policy and] privacy notice from time to time in force.

20. Changes to Terms and Conditions of Employment

The Company may amend, vary or terminate the terms and conditions in this document [**and in the Company's handbook**] and any such change will be notified to you personally in writing or, when generally applied, by notice.

21. Severability

The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

22. Governing Law

These Terms and Conditions of Employment shall be governed by and construed in accordance with the laws of England and Wales.

Issued for and on behalf of [*insert name of Company*]

Signed:

Date:

Employee

I hereby warrant and confirm that I am not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Company or performing any of the duties of employment referred to above. I accept the terms of this Agreement.

Signed:
[Name of Employee]

Date:

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