

Employment Contract Template





Statement of terms and conditions of employment

In accordance with the Employment Rights Act 1996, this Statement, together with [delete as appropriate — your offer letter/employee handbook/staff handbook], forms part of your Contract of Employment (except where the contrary is expressly stated) and sets out particulars of the main terms on which [enter name of employer] [enter address of employer] employs:

[Enter employee's full name]

[Optional — [Enter employee's current home address].

Job title

You are employed as [enter job role] and your duties will be as advised by [enter name/role]. Your duties may be modified from time to time to suit the needs of the business.

Commencement of employment

[Select from the paragraphs below and delete as applicable]

Your employment [delete as appropriate — began/begins] on [enter date]. No previous employment counts as part of your period of continuous employment.

[OR]

Your employment [delete as appropriate — began/begins] on [enter date]. Your previous employment with [enter Organisation name] counts as part of your period of continuous employment, which therefore began on [enter date].

Probationary period

You join us on an initial probationary period of [enter number] months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. You will receive written confirmation that your probationary period has been passed and you should not consider your probationary period passed until you have received this confirmation.

The notice periods that apply to your employment both during and following your probationary period are set out later in this document.

[OR]

Your employment is not subject to a probationary period.



Place of work

You will normally be required to work at/from [enter details].

[Optional] The performance of your role requires an element of travel [delete as appropriate — within a [enter details] mile radius of this address/throughout the United Kingdom].

[Optional] Working abroad

[Select from the paragraphs below and delete as applicable]

You will not be required to work outside the United Kingdom.

[OR]

You will be required to work outside the United Kingdom (for a period, or periods, exceeding one month).

The period for which you will be required to work outside the United Kingdom is [enter details].

The currency in which remuneration will be paid while working outside the United Kingdom is [enter details].

[Delete as appropriate — No additional remuneration or benefits are provided in respect of working outside the United Kingdom/You are entitled to the following additional remuneration and benefits in respect of working outside the United Kingdom: [enter details].]

The terms and conditions relating to your return to the United Kingdom are as follows: [enter details].

Training entitlements

The Organisation will fund the following training for you, which you are required to undertake:

[enter details].

You are required to undertake the following training at your own expense:

[enter details].

You are also entitled to take part in various training courses which the Organisation may provide, or may arrange provision of via an external provider, from time to time. More information on the types of training available are [delete as appropriate — set out in the employee handbook/set out in the staff handbook/as detailed in the attached document].



[OR]

No training will be provided to you during your employment other than that you will receive upon commencement of employment to ensure that you are able to effectively carry out your role.

[Select from the paragraphs below and delete as applicable]

Fixed days and times of work

Your normal days and hours of work are between [enter time] and [enter time] on [enter day, eg Monday] to [enter day, eg Friday] inclusive, with a lunch break of [enter amount, eg one hour]. These hours and days are not variable.

You may be required to work additional hours as deemed necessary by the Organisation for the proper performance of your duties.

[OR]

Fixed number of hours on different days and times

Your normal working hours per week are [enter number]. Actual days, start and finish times will be variable in accordance with the needs of the Organisation. The days of the week on which you are required to work are [enter days].

The Organisation's operational hours are [enter time] to [enter time] on [enter days] and you will generally be expected to work a shift of [enter amount] hours at any time between [enter time] and [enter time]. You will not be expected to work on more than [enter number] days in a calendar week.

Actual working hours will be notified to you [enter details, eg two weeks] in advance.

Overtime

You may be required to work overtime or additional hours when authorised and as necessitated by the needs of the business. If you work in excess of [enter number] hours in a week then overtime payments will be made at [enter details].

Break entitlement

[Select from the paragraphs below and delete as applicable]

You will receive a 20-minute unpaid break if your working hours in any day are more than six.

[OR]

You are entitled to an unpaid break lasting [enter number] minutes each day.



Remuneration

Your salary is currently £[enter amount] per [delete as appropriate — hour/week/month/year] to be paid [delete as appropriate — weekly/fortnightly/monthly] on the [enter day] of each [delete as appropriate — week/month] by [delete as appropriate — cash/cheque/credit transfer], [delete as appropriate — in arrears/part in arrears and part in advance].

[Optional] Any changes to your pay as a result of the Organisation's annual salary review will be advised to you in writing. You should not expect an annual increase to your pay.

Holidays

Your holiday year begins on [enter date] and ends on [enter date] each year, during which you will receive a paid holiday entitlement of [enter details] which is inclusive of any public holidays which you may choose to request. In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year, accruing at the rate of a 12th of the full annual holiday entitlement, on the first of each month, in advance.

[Optional] Once you have reached [enter length of time] continuous service with the Organisation, your annual leave entitlement will increase by [enter number] extra days' annual leave for every [delete as appropriate — complete years' service/holiday year], up to a maximum of [enter number] extra days' leave after [enter number] [delete as appropriate — complete years' service/holiday years].

In the event of termination of employment your entitlement to accrued annual leave will be calculated and any annual leave accrued but not taken will be paid for.

However, in the event of you having taken any holidays in the current holiday year, which have not been accrued pro rata, then the appropriate payments will be deducted from your final pay.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward.

[Optional] The Organisation may consider permitting untaken leave to be carried over from one leave year into the next. This will only be considered in exceptional circumstances, at the sole discretion of the Organisation, and only when you have taken all of your statutory minimum entitlement in that holiday year.

The Organisation operates a holiday booking procedure and all requests for holiday should be made using this procedure. Holiday requests must be authorised by management therefore it is not advisable to make any firm arrangements, eg flights/hotels before authorisation is obtained.

You may not normally take more than two working weeks consecutively. In exceptional circumstances you may be permitted to take annual holiday in excess of two weeks at the sole discretion of management.



You should give at least [enter details] notice of your intention to take holidays of a week or more and [enter details] notice is required for odd single days. Holiday dates will normally be allocated on a "first come, first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

You may be required to reserve sufficient holiday entitlement to take at a time set by the Organisation. We will endeavour to give you as much notice of this as possible and also of any subsequent amendment to the requirement to take leave on certain dates.

You may be required to take all or part of any outstanding holiday entitlement at any time as directed by the Organisation.

Holiday pay

[Select from the paragraphs below and delete as applicable]

For periods of annual leave, you will receive your normal rate of pay.

[OR — if variable pay rates]

Your holiday pay will be based on your average earnings over the previous 52 weeks.

[OR — if pay includes any elements required by the regulations to be included in normal pay, eg commission payments or other payments intrinsically linked to performance of tasks, payments for professional/personal status and regular paid overtime]

For the first four weeks of holiday you take in the leave year, your holiday pay will be based on your average normal pay over the previous 52 weeks in which wages were payable. For the remainder of your holiday entitlement each leave year, your holiday pay will be paid at your basic rate.

Public holidays

As part of your holiday entitlement, you are entitled to [enter number] public holidays each year. The public holidays each year are:

[enter recognised public holidays].

However, because of the nature of our business you may be required to work on any of the public holidays listed above, and it is a condition of employment that you work on these days when required to do so.

If you work on a public holiday, payments will be made at the rate of [enter details], and you will receive a day off in lieu which is to be taken on a day agreed in advance by the Organisation at a time deemed suitable as per the needs of the business.



Other paid leave

You may be eligible to take the following periods of paid leave, subject to any eligibility and notice requirements:

- statutory maternity leave
- statutory paternity leave
- statutory adoption leave
- statutory shared parental leave
- statutory parental bereavement leave
- statutory neonatal care leave
- [enter details of any other types of paid leave].

The Organisation's rules relating to paid leave and pay whilst on such leave are [delete as appropriate — set out in the employee handbook/set out in the staff handbook/as detailed in the attached policy].

Sickness absence

You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than [enter details] on the first day of your absence. Other than in exceptional circumstances notification should be made personally to [enter name/job title].

If you are absent from work because of sickness for seven consecutive days or more, you must produce a doctor's certificate. Further doctor's certificates are required for absences which exceed the period stated in the first certificate. Absences of fewer than seven consecutive days are to be self-certified.

You can read more on the Organisation's sickness absence policy which is [delete as appropriate — set out in the employee handbook/set out in the staff handbook/available from [enter name/job title]].

Sick pay

[Select from the paragraphs below and delete as applicable]

You are entitled to Statutory Sick Pay (SSP) if you are absent because of sickness or injury provided you meet the statutory qualifying conditions.

The Organisation's rules relating to sick pay are [delete as appropriate — set out in the employee handbook/set out in the staff handbook/as detailed in the attached absence policy].

[OR]

You are entitled to the Organisation's sick pay scheme if you are absent because of sickness or injury provided you meet the qualifying conditions.



The Organisation's rules relating to sick pay are [delete as appropriate — set out in the employee handbook/set out in the staff handbook/ as detailed in the attached absence policy].

Pension

We operate a pension scheme into which you will be auto-enrolled (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Organisation.

The Organisation's rules relating to pension entitlements are [delete as appropriate — set out in the employee handbook/set out in the staff handbook/as detailed in the attached policy].

Benefits

[Select from the paragraphs below and delete as applicable]

In addition to any set out elsewhere in this statement, you are entitled to receive the following benefits from the Organisation provided you meet any qualifying conditions:

[enter details of benefits].

[OR]

Aside from any set out elsewhere in this statement, you are not entitled to any additional benefits from the Organisation.

Retirement

There is no retirement age in operation at the Organisation and we place great value on the contribution of all of our employees regardless of their age. Employees who make the decision to retire do so at their sole discretion and are required to give at least the contractual resignation notice period required by this document.

Confidentiality

All information that:

- is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence
- relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort and
- has not been made public by, or with our authority

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.



You shall make yourself aware of the Organisation's policies in relation to compliance with data protection legislation that is in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform the Organisation immediately upon discovery of a data breach. You shall, at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

Collective agreements

[Select from the paragraphs below and delete as applicable]

No collective agreements directly affect your terms and conditions of employment.

[OR]

Certain conditions of your employment are governed by the collective agreement the Organisation has with [enter details]. These terms are [enter details].

Changes to terms of employment

From time to time, the Organisation may determine the need for changes to be made to contracts of employment. The Organisation reserves the right to make reasonable amendments to your contract. You will receive confirmation in writing of any changes or amendments to the terms of your employment within one month of them taking effect.

Grievance procedures

The Organisation's grievance procedure provides a mechanism whereby employees may seek a resolution to a complaint they have about their employment with us. Before using the formal procedure, you should speak to your line manager on an informal basis to seek a satisfactory outcome. The formal procedure may be used if you do not feel the informal method is appropriate for your concerns, or if the informal method has not produced an outcome with which you are satisfied. In this case, you should raise the grievance in writing to [enter name/job title].

Should you be dissatisfied with the outcome of the formal grievance procedure, you may appeal it in writing to [enter name/job title].

Further information can be found in the [delete as appropriate — employee handbook/staff handbook/attached grievance policy and procedure/available from [enter name/job title]].

Disciplinary procedure

It is necessary to have a minimum number of rules in the interests of the whole organisation and employees must make themselves aware of the standards which apply to their conduct and performance. These rules, and accompanying disciplinary procedure, are [delete as appropriate — set out in the employee handbook/set out in



the staff handbook/attached disciplinary policy and procedure/available from [enter name/job title]].

We retain discretion in respect of disciplinary and dismissal procedures to take account of your length of service and to vary the procedures accordingly or in circumstances otherwise set out in the document.

Disciplinary and dismissal appeals

Should you be dissatisfied with any decision to take action against you or a decision to dismiss you, you may appeal in writing to [enter name]. Further information can be found [delete as appropriate — in the employee handbook/in the staff handbook/ attached disciplinary policy and procedure/available from [enter name/job title]].

Deductions

You agree that deductions from your pay will be made for the following costs incurred by the Organisation in relation to your employment. The Organisation expressly reserves the right to make these deductions:

- any fines, penalties or losses sustained that is the result of your carelessness, negligence, deliberate vandalism, dishonesty or a breach of Organisation rules
- any monies paid or payable by the Organisation to any third party due to any conduct undertaken by you for which we may be deemed vicariously liable
- any unauthorised personal use of mobile telephones provided to you for use
- any holiday pay relating to leave you have taken in excess of that which you have accrued at the point of termination
- the amount of any overpayment of wages
- outstanding loan or wage advance repayments
- any other sums owed to the Organisation by you
- any deductions elsewhere under this contract in relation to which the reserved right to deduct applies
- in relation to deductions authorised by any separate agreement into which the Organisation has entered with you.

You understand and agree that the Organisation may make these deductions from all monies due to you.

[Optional] Short-time working and lay-offs

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay-off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay-off, you will receive no pay other than statutory guarantee pay in accordance with statutory provisions.



Data protection

The Organisation collects and processes certain types of data about you and does so in line with data protection legislation that is in force from time to time. Please read the Organisation's Privacy Notice which is [delete as appropriate — attached to this document/on the Organisation's intranet] for more information about the types of data processed and the reasons for the processing.

You shall make yourself aware of the Organisation's policies on data protection with regard to data processing undertaken by you in the course of your duties and act in accordance with those policies at all times. Failure to do so may result in disciplinary action being taken against you, up to and including dismissal.

Termination of employment

Note: This should be used where probationary period applies.

For the first month of your probationary period, you are not required to give any notice when terminating your employment.

After one month's service and until the successful completion of your probationary period, you must give [enter amount] notice [optional — in writing] when terminating your employment with the Organisation.

You are entitled to receive the following notice periods when terminating your employment:

[Select from the paragraphs below and delete as applicable]

[Option 1 — statutory notice only]

For the first month of your probationary period — nil.

One month's service up to the successful completion of your probationary period — one week.

From the successful completion of your probationary period but less than two years' service — one week.

Two years' service or more — one week for each completed year of service to a maximum of 12 weeks after 12 years.

[OR]

[Option 2 — a more generous notice provision]

For the first month of your probationary period — nil.

One month's service up to the successful completion of your probationary period — one week [this is the minimum that must be given, it can be increased].

From successful completion of your probationary period but less than five years' service — one month [this is more generous than the minimum and can be changed as desired as long as statutory minimums — above — are met].



Five years' service or more — one week for each completed year of service to a maximum of 12 weeks after 12 years.

[OR]

Note: This should be used where no probationary period applies.

You must give [enter amount] notice [optional — in writing] when terminating your employment with the Organisation.

You are entitled to receive the following notice periods when your employment is terminated [optional — in writing] by the Organisation:

[Select from the paragraphs below and delete as applicable]

Under one month's service — one day.

One month but less than two years' service — one week.

Two years' service or more — one week for each completed year of service to a maximum of 12 weeks after 12 years.

[OR]

Under one month's service — one day.

One month but less than five years' service — one month.

Five years' service or more — one week for each completed year of service to a maximum of 12 weeks after 12 years.

You should also note the following in relation to notice periods:

- you will not receive any notice of termination when the circumstances of your dismissal involve a gross misconduct offence
- you may be required to take all or part of your remaining holiday entitlement during your notice period
- [Optional] if either you or the Organisation serves notice on the other to terminate your employment, the Organisation may require you to take "garden leave" for all or part of the remaining period of your employment. If you are asked to take garden leave you:
 - o must not attend your place of work unless otherwise requested
 - o may not be required to carry out your normal duties during the remaining period of your employment, however, you will still be available for answering queries
 - o will continue to receive your normal salary
 - o must not undertake any other employment for the period of garden leave without prior authorisation from the Organisation.

In the event of dismissal for gross misconduct, we reserve the right to amend our normal notice provisions.



Pay in lieu of notice

We reserve the contractual right to terminate your employment at any time with immediate effect by notifying you that we are exercising our right under this clause and we will give Pay in Lieu of Notice ("PILON") to you in respect of all or any of the above notice (by either party) within [enter number of days, ie 28] days.

This PILON will be equal to the basic salary (as at the date of termination) which you would have been entitled to receive under this agreement during the notice period referred to above (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions.

For the avoidance of doubt, this PILON will not include any bonus or commission payments, any holiday pay or payments relating to any other benefits you may have been entitled to receive during the period for which the PILON is made.

Any PILON made will be at our sole and absolute discretion.

Return of property

On the termination of your engagement, you must return all of our property which is in your possession, or for which you have responsibility, by the last day of your engagement. This includes, but is not limited to, the following:

- documents, books or other written material belonging to the organisation
- keys
- ID/access card.

[Optional] Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

[Optional] Deductions will also be made from your final payment in relation to any other deduction agreement you have entered into during your engagement with the Organisation.

Governing law and jurisdiction

This contract of employment is governed by the laws of [delete as appropriate — England and Wales/Scotland] and any claim/dispute arising from its construction or enforceability will be governed by and in accordance with those laws. This extends to non-contractual disputes or claims.

Each party irrevocably submits that the Courts of [delete as appropriate — England and Wales/Scotland] will have jurisdiction over any claims and attempts to resolve all controversies or claims of whatever nature arising from this contract's construction or enforceability or any breach of it.



CRONER

0844 561 8133

Acknowledgement

I acknowledge receipt of this document. I have read and understood its contents and accept that it forms part of my Contract of Employment together with [delete as appropriate — my offer letter and the employee handbook/staff handbook]. I will keep myself informed of any changes to its content.

Signed by the employee:

Printed name:

Date:

Signed by:

Printed name and position:

for and on behalf of [enter name of Organisation]

Date:



**CALL YOUR DEDICATED PARTNER HR
ADVICE LINE TODAY**

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