

Contract of Employment

THIS AGREEMENT is between

(1) [Company name] whose Registered Office is at [Registered address of the company], (“the Employer”) and

(2) [Name of employee] of [Address of employee] (“the Employee”)

IT IS AGREED that the Employer will employ the Employee and the Employee will work for the Employer on the following terms and conditions:

1. Job title

The Employee’s position is that of [Job title].

The Employee may from time to time be required to carry out such other reasonable duties as the Employer may decide, without additional remuneration, should this be necessary to meet the needs of the business.

2. Commencement and continuity of employment

The Employee’s employment with the Employer began on [Date].

The Employee’s continuous employment, taking into account any service with Employer and with any previous employer which counts, began on [Date].

3. Probationary period

The first [Probationary period] of employment will be a probationary period, during which the Employee’s performance will be monitored. The probationary period may be extended by the Employer. During the probationary period this employment may be terminated by either party giving one week’s notice to the other in writing.

4. Hours of work

The Employee’s normal working hours are:

Monday	from	to
Tuesday	from	to
Wednesday	from	to
Thursday	from	to
Friday	from	to
Saturday	from	to
Sunday	from	to

This is a total of [Number] hours per week.

The Employee may be required to work such further hours as may be necessary to fulfil his/her duties or the needs of the business. Whenever possible, [Responsible manager] will give the Employee reasonable notice of any additional hours.

** If the employee has agreed to work in excess of the 48 hour weekly working time limit, prescribed by the Working Time Regulations, include the following paragraph.*

[The Employee agrees that his/her average weekly working hours may be in excess of those prescribed by law (“the Waiver”). The Waiver will remain in force indefinitely but the Employee may give the Employer not less than three months’ notice in writing of his/her intention to terminate the Waiver.]

The Employee is entitled to an unpaid lunch break of [Length of lunch break] which will be taken at such time as the Employer may require.

For part-time employees, entitlement to holidays, sick pay, and all other benefits is pro rata based on the hours worked compared to those worked by a full time employee. Full time hours for this purpose are [Number] per week.

5. Place of work

The Employee’s normal place of work will be [Actual place of work].

**If the employee may be required to work at alternative premises within an area, include the following paragraph.*

[provided that the Employer reserves the right to change this to any place within [Area of work].]

6. Payment

Payment is at the rate of [£ amount] per [Pay period: week / month / annum] and is payable [Pay period: weekly / monthly] in arrears by [Payment method: cash/cheque/bank transfer] on [Actual day/date paid each week / month].

Hours in excess of [Number] per week are classed as overtime. Overtime must be authorised in advance by [Responsible manager].

** Include either*

[Overtime is paid at the basic rate.]

** Or*

[Overtime hours are paid as follows: [Overtime rates].]

** And/or*

[The Employee may with the prior consent of [Responsible manager] be permitted to take time off in lieu of overtime worked, provided that he/she complies with such reasonable conditions as may be imposed.]

7. Deductions from wages

The Employer shall be entitled to suspend the Employee's employment without pay in the event of the Employee refusing to obey a lawful order including (but not restricted to) those given to comply with the Employer's statutory obligations.

The Employer reserves the right and the Employee irrevocably authorises the Employer, at any time during the Employee's employment, or in any event upon termination, to deduct from the Employee's wages/salary and/or any other monies due to the Employee, an amount equivalent to any of the following:

- (i) any overpayment of wages, salary, remuneration or other payment made to the Employee during the course of this employment;
- (ii) the amount of any expenses claimed by the Employee and paid but subsequently disallowed by the Employer,
- (iii) the outstanding amount of any loan or advance made by the Employer to the Employee; and
- (iv) any cost of repairing any damage to or loss of property of, any fines or charges imposed upon or any other loss sustained by the Employer or any third party, caused by the Employee's breach of contract or breach of the Employer's rules or as a result of the Employee's negligence or dishonesty.

8. Pension

** Where there is a Company pension scheme, include the following paragraph.*

[The Employee may, if he/she wishes, after the completion of [Number of weeks / months] continuous employment, join and remain during the continuance of his/her employment a member of the Employer's pension scheme, as appropriate from time to time to employees of his/her category. Further details of the pension scheme are available from [Information provider].]

** Where there is no company pension scheme but the employer will make a contribution to the employee's personal pension, include the following paragraph.*

[After the completion of [Number of weeks / months] continuous employment, the Employer will contribute [Number] % of the Employee's basic wages/salary (not including overtime, bonus or commission payments) to a personal pension plan of the Employee's choice, approved by the Employer, (such approval not to be unreasonably withheld.)]

** Where the employer offers access to a stakeholder pension, include the following paragraph.*

[Upon completion of three months continuous employment, the Employer can offer a Stakeholder Pension Scheme, full details of which are available from [Information provider].]

** Include either*

[A contracting out certificate under the Pension Schemes Act 1993 is in force.]

* Or

[A contracting out certificate under the Pensions Act 1993 is not in force.]

9. Benefits

After the completion of [Number of weeks / months] continuous employment, the Employee will be entitled to [Details of company benefits].

10. Expenses

The Employer will reimburse all reasonable out-of-pocket expenses incurred by the Employee during the operation of his/her day to day duties, subject to production, within one month, of written evidence of expenditure, where procurable.

11. Holidays

** If bank and public holidays are given in addition to annual holiday entitlement, include the following.*

[In addition to bank and public holidays, the Employee's annual holiday entitlement is [Number of days].]

** If bank and public holidays are included in annual holiday entitlement, include the following.*

[The Employee's annual holiday entitlement (inclusive of bank and public holidays) is [Number of days].]

Holiday entitlement for part-time employees is pro rata, based on the number of hours worked compared with those worked by a full-time employee.

The holiday entitlement will be taken at dates agreed with [Responsible manager]. The Employee must give at least one week's notice of holiday requests and whilst every endeavour will be made to co-operate with the Employee in fixing the holiday dates, such dates will remain in the ultimate discretion of the Employer. The Employer will give the Employee at least one week's notice if he/she is required to take holiday other than during notice.

Holidays must be taken in the holiday year of entitlement and may not be carried forward to the following year.

The holiday year runs from [Holiday year start month].

Public holidays may be substituted by or by agreement with the Employer.

The Employer reserves the right to require the Employee to take any unused holiday during his/her notice period, even if booked to be taken after the end of the notice period.

** If the employer has a shutdown period for example during the summer or between Christmas and New Year, include the following.*

[The Employee is required to retain a sufficient number of holidays from his/her annual entitlement to cover the Employer's [Time of shutdown: summer / Christmas] shutdown period. The number of days holiday to be retained for this purpose will be notified by the Employer by way of a general notice.]

12. Holiday payment

Holiday pay will be paid at the basic rate.

Upon termination of employment, the Employee will be entitled to pay in lieu of any unused holiday entitlement or be required to pay to the Employer pay received for holiday taken in excess of holiday entitlement. Any sums so due may be deducted from any money owing to the Employee and the Employee irrevocably authorises the Employer to make such deductions.

For the purpose of calculating any holiday pay due to the Employee or owed by the Employee to the Employer, one day's pay shall be

** Include either, for weekly paid employees*

[the Employee's basic weekly pay divided by 5 or, if the Employee is part-time, by the number of days per week normally worked.]

** Or, for monthly paid employees*

[the Employee's monthly pay divided by 22, or, if the Employee is part-time, by the number of days per month normally worked.]

** Or, for employees who are paid an annual salary*

[the Employee's annual pay divided by 253, or, if the Employee is part-time, by the number of days per year normally worked.]

** Or, for hourly paid employees*

[the Employee's hourly pay multiplied by the number of hours normally worked per day.]

This provision shall exclude the Apportionment Act 1870.

13. Absences due to sickness or injury

In the event of incapacity due to sickness or injury the Employee must advise [Responsible manager] not later than [Time to report sick] on the first day of absence. Full reasons must be given at this time.

If the Employee is absent for seven days or less, he/she shall immediately on returning to work complete a self-certification form in respect of each day of absence.

If the Employee is absent for more than seven days, he/she must on the eighth day of absence provide the Employer with a medical certificate from a General Practitioner stating the reason for absence and provide subsequent certificates to cover any subsequent periods of absence.

** Where the employer pays Statutory Sick Pay (SSP) only, include the following paragraph.*

[The Employee will be paid during absence in accordance with the Statutory Sick Pay Scheme.]

** Where the employer pays company sick pay in addition to SSP, include the following.*

[Except where the absence is due to injury attributable to a third party or results from engagement from employment other than with the Employer, the Employee will be paid as follows for the first [Number of days] of certified absence in any twelve month period:

[Details of company sick pay]

Company sick pay entitlement for part-time employees will be pro rata, based on the number of hours worked compared with those worked by a full time employee.

All payments made during absence due to sickness or injury will be subject to the deduction therefrom of an amount equal to the benefits received by the Employee under the Statutory Sick Pay Scheme in respect of the period for which such payments are made.

If the Employee's absence shall be occasioned by the actionable negligence of a third party in respect of which damages are recoverable, then all sums paid by the Employer shall constitute loans to the Employee who shall:

- (i) forthwith notify the Employer of all the relevant circumstances and of any claim, compromise, settlement or judgement made or awarded in connection therewith;
- (ii) if the Employer so requires, refund to the Employer such sums as the Employer may determine, not exceeding the amount of damages recovered by the Employee under such compromise, settlement or judgement in respect of the Employee's loss of earnings during the period of incapacity.]

The Employee will, at the expense of the Employer, submit to a medical examination by a registered medical practitioner nominated by the Employer and shall provide blood, urine or other like specimens for analysis if so requested.

The Employee will also authorise such medical practitioner to disclose to and discuss with the Employer the results of the examination and the matters that arise from it so that the medical practitioner can notify the Employer of any matters that might impair the Employee from properly discharging his/her duties.

If such examination takes place while the Employee is sick or otherwise incapacitated and the medical practitioner advises that the Employee is fit to return to work either in his/her former

capacity or with a reduced role, then, if the Employee does not return to work all sickness payments will end immediately and disciplinary action may result.

After or during any period of sickness lasting in excess of [Number of sick weeks before intervention] weeks the Employer may request a medical report as above. In such a case, notwithstanding the fact that another medical practitioner may have certified the Employee fit for work, the Employer shall be entitled to treat the Employee as unfit for work due to sickness until the medical practitioner appointed by the Employer has certified the Employee fit to work.

The Employer shall be entitled to review the Employee's sickness record at any stage of absence and may dismiss the Employee on the grounds of such absence notwithstanding that the Employee's entitlement to sick pay (statutory or otherwise) has not been exhausted.

14. Confidentiality

The Employee may not either during or at any time after the termination of his/her employment with the Employer disclose to anyone other than in the proper course of his/her employment, any information of a confidential nature relating to the Employer, the Employer's customers or suppliers and shall further not use any such information in a manner which may either directly or indirectly cause loss to the Employer. Confidential information includes (but is not limited to) financial information, commercial information, technical information, sales and marketing information and trade secrets.

15. Property

The Employee acknowledges that all files, customer records, lists, books, records, literature, software, products and work products developed by the Employee in the course of his/her employment with the Employer, and other materials owned by the Employer or used by the Employer in connection with the conduct of business by the Employer shall at all times remain the sole property of the Employer, and the Employee agrees that upon request and upon termination of the Employee's employment hereunder, howsoever arising, the Employee shall surrender to the Employer all such files, customer records, lists, books, records, literature, products, software, work products, and any copies thereof and all other property belonging to the Employer.

16. Gratuities

The Employee must immediately report in writing to [Responsible Manager] any offer by customers, suppliers, distributors and other such persons having a similar connection with the Employer, whether actual or prospective, any offer of gifts or services. The Employee must not accept or agree to accept such offers without the prior written agreement of [Responsible Manager]. This applies to any gifts or services offered directly or indirectly from any person firm or company with whom the Employer conducts business or may conduct business.

17. Other employment

The Employee must devote the whole of his/her time, attention and abilities during his/her hours of work to his/her duties for the Employer. The employee may not, under any circumstance,

whether directly or indirectly, undertake any other duties during his/her hours of work under this employment.

The Employee may not, without the prior written consent of the Employer (which will not be unreasonably withheld) outside his/her hours of work with the Employer work for, advise or in any other way assist, whether directly or indirectly, any business or employment which is similar to or in any way connected or in competition with the business of Employer or which could or might reasonably be considered to impair the Employee's ability to act all times in the best interests of the Employer.

18. Grievances

If the Employee has any grievance in relation to his/her employment, he/she should raise it with [First line grievance person] orally or in writing. For further details of the grievance procedure applicable to this employment, the Employee should refer to [Reference document].

19. Company rules

The Company has adopted a set of rules and regulations to protect the health and safety of all employees and customers and to ensure high standards of conduct, performance and service, a copy of which is available from [Information provider/Reference document]. The Employee is required to read the Company rules and take all necessary steps to ensure that they are properly observed. Failure to adhere to Company rules will result in disciplinary action, which may include dismissal, in accordance with the Company's Discipline Procedure.

20. Discipline procedure

If the Employee is dissatisfied with a disciplinary or dismissal decision, he/she should apply to [Person who will deal with an appeal against a disciplinary or dismissal decision] in writing. For further details of the discipline and dismissal procedure applicable to this employment, the Employee should refer to [Reference document]. This procedure is not contractual.

21. Termination of employment

During the Employee's probationary period, this employment may be terminated by either party giving one week's notice to the other.

After the Employee's probationary period:

- i. the Employee shall give the Employer [Number of weeks or months] notice of his/her intention to terminate this employment and
- ii. the Employee's entitlement to notice from the Employer shall be the greater of one week for each complete year of continuous employment (subject to a maximum of twelve weeks) and [Number of weeks or months].

All notices of termination shall be given in writing.

The periods of notice set out in this Clause may by consent be varied having regard to the circumstances of the case and to what is reasonable.

The Employer may, at its option, pay salary in lieu of notice but nothing in these terms and conditions of employment shall prevent the Employer from terminating the Employee's employment without notice or payment in lieu in appropriate circumstances.

During any period of notice of termination (whether given by the Employee or by the Employer) the Employer may require the Employee not to attend his/her place of work for the duration or part of the notice period and/or may at its discretion relieve the Employee of some or all of his/her contractual duties during that period. During the period of notice, including any garden leave, the Employee will remain an employee of the Employer and remain bound by these terms and conditions. It is agreed that the period of notice is a reasonable period for garden leave. This will not affect the Employee's entitlement to receive basic salary, together with a payment that reflects the value of all contractual benefits that would have been due to the Employee during the period of notice.

22. Health and safety

The Employer has a detailed health and safety policy a copy of which is available from [Information provider/Reference document]. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

23. Equal opportunities

The Employer is an equal opportunities employer and has a detailed equal opportunities policy a copy of which is available from [Information provider/Reference document]. The Employee is required to read the policy and take all necessary steps to ensure that it is properly observed. Failure to comply with the terms of the policy may result in disciplinary action and, in serious cases, dismissal.

24. Computers

The Employer has a detailed IT, Communications and Monitoring Policy, a copy of which is available from [Information provider/Reference document]. The Employee is required to read the policy and rules and take the necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

25. Alcohol and drugs abuse policy

The Employer has an Alcohol and Drugs Abuse Policy, which is available from [Information Provider/Reference document]. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action including dismissal.

26. Right to search

The Employer reserves the right to search employees or any of their property held on the Employer's premises, at any time, in accordance with the Employer's Search Policy, a copy of which is available from [Information provider/Reference document], if the Employer believes that its Alcohol and Drugs Abuse Policy is being infringed or if it believes that an employee may have committed a criminal offence.

If the Employee refuses to comply with the Employer's Search Procedure, such refusal will normally be treated as amounting to gross misconduct and will entitle the Employer to take disciplinary action including dismissal.

27. Indemnity

The Employee will indemnify the Employer in respect of any liability incurred by the Employer as a direct consequence of the Employee's negligence, breach of contract, breach of duty or breach of trust in relation to the affairs of the Employer.

28. Data protection act

The Employee consents to the holding and processing of personal data provided by him/her to the Employer for all purposes relating to this employment, but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to the Employee's fitness for work.

The Employee further acknowledges and agrees that the Employer may, in the course of its duties as an employer, be required to disclose personal data relating to him/her, after the end of his/her employment. This does not affect the Employee's rights under the Data Protection Act 1988.

29. General

The Employer reserves the right to vary the terms of employment contained in this Agreement. The Employer will notify the Employee in writing within one month of such variation. This statement replaces all of the Employee's previous terms and conditions of employment with the Employer.

** If English law prevails include the following paragraph.*

[This Agreement shall be construed in all respects under the law of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction in all matters relating thereto.]

** If Scottish law prevails, include the following paragraph.*

[This Agreement shall be construed in all respects under the law of Scotland and the Courts of Scotland shall have non-exclusive jurisdiction in all matters relating thereto.]

SIGNED FOR THE EMPLOYER

DATE

SIGNED BY THE EMPLOYEE

DATE