

[COMPANY NAME]

# Contract of Employment

This document dated [DATE 00/00/0000] sets out the main terms of your employment in accordance with the Employment Rights Act 1996. You should also refer to the Employee Handbook for further information on policies and procedures applicable to your employment with [COMPANY NAME & ADDRESS] ("the Company").

Employee: [EMPLOYEE NAME] (referred to as "you")

## 1. Commencement of contract of employment:

Your contract of employment with the Company commenced on: [START DATE 00/00/0000]

No previous employment counts toward your period of continuous employment with the Company.

## 2. Position:

The title of the job which you are employed to do is: [JOB TITLE]

The Company may amend your duties either on a temporary or permanent basis. You will be notified of any permanent changes to your job role. In addition to your normal duties, you may be required to undertake additional or other duties as necessary to meet the needs of the business.

You agree to devote the whole of your time, attention and abilities during your hours of work to promote, develop and extend the Company's business and interests.

You may not without first obtaining the prior written consent of the Company accept or hold any office or directly or indirectly be interested in any other trade, business or occupation whilst working for the Company.

## 3. Employee Handbook:

The Employee Handbook is available for you to consult.

## 4. Probationary Period:

New employees are subject to the satisfactory completion of a [X MONTH] probationary period. The Company reserves the right to extend this period at its discretion.

The Company will assess and review your work performance during this time and reserves the right to terminate your employment at any time during your probationary Period.

During the [**X WEEK/MONTH**] of your employment, the Company or you may terminate your employment without notice.

After [**X WEEK/MONTH**] service and up to the satisfactory completion of your probationary period, including any extension to this, either party may terminate your employment by giving [**X WEEK/MONTH**] notice in writing.

**5. Place of Work:**

Your usual place of work is at the address specified on page one or any other current or future premises of the Company.

**6. Pay:**

Your [**SALARY/HOURLY RATE**] is [**£X**] per annum on or around the [**DATE**] of each [**MONTH/WEEK**], by [**PAYMENT METHOD**], in arrears.

**7. Bonus:**

Company bonus structure. [**WHERE APPLICABLE**]

**8. Pension:**

The Company will comply with the employer pension duties applicable to your employment under Part 1 of the Pensions Act 2008.

You will be provided with further details in writing of the pension arrangements applicable to you. Further details of the pension arrangements can be obtained from management.

**9. Hours of Work:**

Your normal days and hours of work are [**DAY TO DAY**]. You are entitled to fulfil your duty of working [**X**] hours per day. Your hours of work will be [**XAM TO XPM**].

**10. Break Entitlement:**

You are entitled to a [**X MINUTE**] unpaid break.

**11. Holiday Entitlement:**

The holiday year runs from [**DATE/MONTH**] to [**DATE/MONTH**].

Your annual holiday entitlement in any holiday year is [**X**] days which is inclusive of recognised public holidays.

All recognised public holidays, which fall on a day you would normally work, are to be taken as paid holiday as part of your annual holiday entitlement specified above.

You will be paid your basic salary in respect of periods of annual holiday.

You are required to submit annual holiday requests to management as early as possible, normally giving a minimum of [X] weeks notice prior to the requested annual holiday start Date.

The Company may require you to take all or part of any outstanding holiday entitlement, and reserves the right not to provide you with advance notice of this requirement.

In the event of termination of your employment, you will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual holidays already accrued in the current holiday year, but not taken at the date of termination of your employment.

If on termination of your employment, you have taken more annual holiday than your entitlement in the current holiday year an appropriate deduction will be made from your final payment.

If you are dismissed for gross misconduct, or you fail to give the required notice of resignation, you are not entitled to be recompensed for unused holidays in excess of the minimum statutory entitlement in the current holiday year.

#### **12. Absence Reporting:**

You are required to notify the Company of your sickness absence. You should do this personally, by telephone, to your Line Manager by no later than [X] a.m. on the first day of absence.

#### **13. Statutory Sick Pay:**

You will be entitled to Statutory Sick Pay for any period of absence due to sickness or injury subject to meeting the required qualifying conditions.

#### **14. Contractual Sick Pay:**

The following provisions set out your Contractual Sick Pay entitlement, which is inclusive of any Statutory Sick Pay to which you may be entitled.

Your entitlement to Contractual Sick Pay is your normal pay for [X] working days in any 12 month rolling period.

If your absence is a result of an injury or illness caused by a third party, any Contractual Sick Pay paid is required to be repaid if any compensation for loss of earnings are recovered from the third party.

#### **15. Notice:**

Following the successful completion of your probationary period, you are required to give [X WEEKS/MONTHS] notice in writing to terminate your employment with the Company.

You are entitled to receive **[X WEEKS/MONTHS]** written notice of termination of employment from the Company.

The Company may exclude these notice provisions in the event of dismissal for gross Misconduct.

The Company reserves the right to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment, regardless of whether notice to terminate the contract is given by you or the Company.

This payment in lieu will be equal to the basic salary/pay (as at the date of termination) which you would have been entitled to receive during the notice period less income tax and National Insurance contributions.

**16. Garden Leave:**

The Company reserves the right, at its sole discretion, not to offer you any work during the whole, or any part, of the notice period, and to require you not to attend work during this time. In these circumstances, you will continue to receive your normal pay and benefits to which you are entitled during the notice period.

Any accrued holiday entitlement will form part of this notice period.

Apart from the duty to attend work, you will remain bound by all the obligations and restrictions set out in your contract of employment. You must, within reason, remain available to be contacted by the Company.

You are not permitted to undertake any other form of employment, whether paid or unpaid, during your period of garden leave, without the Company's prior written Permission.

**17. Disciplinary Procedure:**

The Company's Disciplinary Procedure, Code of Conduct and Standards are set out in the Employee Handbook. You are strongly advised to familiarise yourself with them.

The Company reserves the right to discipline or dismiss you without following the Disciplinary Procedure if you have less than a certain minimum period of continuous Service.

**18. Disciplinary and Dismissal Appeals:**

If you are dissatisfied with any disciplinary or dismissal decision taken in respect of you, you may appeal to Directors.

**19. Health and Safety:**

It is your duty and responsibility to familiarise yourself with, and to comply with, the Company's or any third party's health and safety policies and procedures. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

**20. Other Paid Leave:**

Your entitlements to Maternity Leave, Adoption Leave, Shared Parental Leave, Time Off for Dependents, Parental Leave, Parental Bereavement Leave and Paternity Leave (and any entitlement to pay) and any other paid leave are **[DETAILS]**

**21. Changes to Terms of Employment:**

The company reserves the right to make reasonable amendments to your terms and conditions of employment. Any changes or amendments to the terms of your employment will be confirmed to you in writing within **[X WEEKS/MONTHS]** of them taking effect.

**22. Acknowledgement:**

You acknowledge receipt of this document and having been shown a copy of the Employee Handbook. You further acknowledge and agree that you have read, understood and accept the terms and conditions of your employment contained within this document and the Employee Handbook.

Signed by: ..... (Employee)

Date: .....

Signed by: .....

For and on behalf of **[COMPANY NAME]**

Print name and position: .....

Date: .....