**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 [insert name of employer] [insert address of employer] employs:

[Insert employee’s full name]

[insert employee’s current home address].

**Job title**

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

**Commencement of employment**

Your employment commences on [Date] and will continue unless terminated in accordance with this Agreement. No period of employment with a previous employer counts towards your period of continuous employment.

Your Continuous Service date is [Date]

[Optional] Probationary period

You join us on an initial probationary period of [insert 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.

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

**Place of work**

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

[Optional] The performance of your role requires an element of travel [delete as appropriate – within a [insert 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 [insert details].

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

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

**Training entitlements**

[Select from the paragraphs below and delete as applicable]

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

[insert details]

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

[insert details]

You are also entitled to take part in various training courses which the Company may provide, or may arrange provision of via an external provider, from time to time. More information on the types of training available [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]

**Hours of work**

Your normal hours of work are [insert time] to [insert time] on [insert days]. These hours and days are not variable. You may be required to work overtime/additional hours when authorised and as necessitated by the needs of the business.

[OR]

**Fixed days and times of work**

Your normal days and hours of work are:

Monday ……………am to ……………pm

Tuesday ……………am to ……………pm

Wednesday ……………am to ……………pm

Thursday ……………am to ……………pm

Friday ……………am to ……………pm

Saturday ……………am to ……………pm

Sunday ……………am to ……………pm

These hours and days are not variable.

[OR]

**Variable hours**

You have no guaranteed hours of work in any given week. Your working hours are variable in number and actual days, start and finish times will be determined in accordance with the needs of the Company. The days of the week on which you are required to work are [insert days].

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

Actual working hours will be notified to you on the rota [insert details e.g. two weeks] in advance.

[Optional] You may be required to work hours on evenings, weekends, public holidays or at other times outside your normal hours of work.

[OR]

**Fixed number of hours on different days and times**

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

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

Actual working hours will be notified to you on the rota [insert details e.g. 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 [insert number] hours in a week then overtime payments will be made at [insert 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 [insert number] minutes each day.

**Remuneration**

Your salary is currently £[insert amount] per [delete as appropriate **–** hour/week/month/year] to be paid [delete as appropriate **–** weekly/fortnightly/monthly] on the [insert 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 Company’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 [insert date] and ends on [insert date] each year, during which you will receive a paid holiday entitlement of 5.6 weeks, [extra annual leave entailment may be given at company’s discretion] 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 one twelfth of the full annual holiday entitlement, on the 1st of each month, in advance.

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

[Select from the paragraphs below and delete as applicable]

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

[OR]

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

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 Company 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 Company, and only when you have taken all of your statutory minimum entitlement in that holiday year.

The Company 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 e.g. 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 [insert details] notice of your intention to take holidays of a week or more and [insert 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 Company. 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 Company.

**Public holidays**

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

[Insert 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 [insert details], and you will receive a day off in lieu which is to be taken on a day agreed in advance by the Company 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
* shared parental leave
* parental bereavement leave

The Company’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 [insert details] on the first day of your absence. Other than in exceptional circumstances notification should be made personally, to [insert 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 Company’s sickness absence policy which is [delete as appropriate – set out in the employee handbook/set out in the staff handbook/available from [insert name/job title]].

**Sick pay**

You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the statutory qualifying conditions, which include a period of sickness of at least four consecutive days.

The Company’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 Company’s sick pay scheme if you are absent because of sickness or injury provided you meet the qualifying conditions.

The Company’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 Company.

The Company’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 Company provided you meet any qualifying conditions:

[insert details of benefits]

[OR]

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

**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 Company’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 Company 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 Company has with [insert details]. These terms are [insert details].

**Changes to terms of employment**

From time to time, the Company may determine the need for changes to be made to contracts of employment. The Company 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 Company’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 [insert name/job title].

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

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

**Deductions**

You agree that deductions from your pay will be made for the following costs incurred by the Company in relation to your employment. The Company 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 Company rules
* any monies paid or payable by the Company 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 Company 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 Company has entered with you.

You understand and agree that the Company 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 Company 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 Company’s Privacy Notice which is [delete as appropriate – attached to this document/on the Company’s intranet] for more information about the types of data processed and the reasons for the processing.

You shall make yourself aware of the Company’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.

[Optional] Company car

As your job role requires you to travel, you will be provided with a company vehicle. This vehicle is provided to you solely for work use; the company does not permit private use [optional – unless you have sought and received advance authorisation for such].

You must present your driving licence for inspection on an annual basis. Should the Company be made aware during these inspections, or at any other time, that you have been disqualified from driving, the Company will seek alternative employment for you. However, should no alternative be found, your employment may be terminated.

All expenses in relation to your use of the vehicle will be met by the Company. This includes road tax, insurance, any costs towards servicing of the vehicle and all fuel used whilst on Company business. [Optional – You are responsible for the costs of fuel consumed by the car when it used for private purposes.]

You will bear responsibility for any loss or cost incurred in respect of the vehicle due to your negligence, for example any repair costs, insurance excess or an adjustment to the insurance premium as a result of the insurance claim.

The Company reserves the right to deduct monies from your pay to cover any cost described above. Alternatively, the Company may permit an alternative method of payment to cover these costs.

The Company reserves the right to withdraw the use of a Company vehicle at any time.

Further provisions in relation to the provision of Company vehicles is provided in [delete as appropriate – handbook/are available from [insert name/job title]].

You should refer to our separate policies on driving Company vehicles which are available from [insert name/job title].

[Optional] Fuel card

Frequent travellers can take advantage of the Fuel Card scheme that the Company has in place with [insert Fuel Provider name].

The Fuel Card allows eligible employees to refill their authorised private or company vehicles without having to seek reimbursement of the fuel cost through the expenses system.

More information on this is available from [insert name].

Notice Periods

You are required to give a minimum of <Insert Amount> notice in writing of the termination of your employment. You are entitled to receive a minimum of <Insert Amount> notice and for each further complete year of continuous employment, up to a maximum of 12 weeks’ (for example for 5 years of service you will receive 5 weeks’ notice.) During your probationary period this will be one week.

Following the service of a notice to terminate this employment by either party, or if you purport to terminate the employment in breach of contract, or, if the Company so decides, at any time during your employment the Company may by written notice require you not to perform any services (or to assign to you such duties as the Company shall determine at its absolute discretion) for the Company until the termination of your employment or an earlier date if specified by the Company.

During any such period (referred to hereafter as “Garden Leave”), the Company shall be under no obligation to provide any work to, or vest any powers in, you and you shall have no right to perform any services for the Company. During any period of Garden Leave you shall:

i) continue to receive your salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;

ii) remain an employee of the Company and bound by the terms of this Agreement with the Company;

iii) not, without the prior written consent of the Company, attend your place of work or any other premises of the Company;

iv) not, without the prior written consent of the Company, contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company; and

v) (except during any periods taken as holiday in the usual way) ensure that the Company knows where you will be and how you can be contacted during each working day and shall comply with any written requests to contact a specified employee of the Company at specified intervals.

**Termination of Employment**

The Company shall be entitled to terminate your employment summarily, i.e. without notice or pay in lieu of notice, without prejudice to any rights or claims it may have against you if at any time you are guilty of any type of gross misconduct, for example dishonesty, gross negligence or breach of duty or if you commit any serious breach of a material term of your contract of employment.

The Company reserves the right to give you payment in lieu of notice upon termination of your employment (rather than your working out your notice period). This provision, which is at the Company's discretion, applies whether notice to terminate the contract is given by you or by the Company.

**Events on termination of employment**Upon the termination of employment you shall immediately deliver to the Company:

i) all documents and other materials of whatsoever nature whether originals or copies made or compiled by or delivered to you during your employment and concerning the business, organisation, transactions, accounts, finances or affairs of the Company and which belong to the Company and you shall not retain any copies;

1. all other property of the Company in your possession or under your control including any motor car made available to you, which shall be returned in good condition (fair wear and tear excepted).

[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 salary payment in relation to any other deduction agreement you have entered into during your employment with the Company.

**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.

Restrictions after termination of employment

The terms outlined in the Schedule below regarding your conduct after the termination of employment with [insert Company name] will have effect. You agree that these terms make up part of your contractual terms and conditions. You agree that you will provide a copy of such to any subsequent employer.

**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 [insert name of Company]

Date:

**Schedule: Post-termination conduct**

**Definitions**

"Restricted Business" shall mean any business or activity carried on by the Company at any time during the Relevant Period and in which the Employee shall have been directly concerned during the Relevant Period.

"Restricted Clients" shall mean any person, firm or Company or other organisation or entity who was at any time in the Relevant Period a client of the Company.

"Prospective Clients" shall mean any person, firm, Company or other organisation or entity who at the date of termination of the Employee's employment with the Company was engaged in negotiation with the Company with a view to engaging the Company's services.

"Relevant Period" shall mean the [insert number] month period preceding the date of termination of the Employee's employment with the Company, ending on that date.

**Solicitation and dealing**

The employee shall not, during the period of [insert number] months after the date of termination of their employment with the Company, directly or indirectly on their own account or on behalf of or in conjunction with any person, firm, Company or other organisation or entity either:

* conduct Restricted Business or
* canvass or solicit or by any other means seek to conduct Restricted Business

either with any Restricted Client within a [insert number] mile radius of any of our sites or with any Restricted Client whom the employee shall have had material dealings in the course of their duties during the Relevant Period.

The employee shall not, during the period of [insert number] months after the date of termination of their employment with the Company, directly or indirectly on their own account or on behalf of or in conjunction with any person, firm, Company or other organisation or entity either conduct Restricted Business or canvass or solicit or by any other means seek to conduct Restricted Business either with any Prospective Client within a [insert number] mile radius of any of our sites or with any Prospective Client whom the employee shall have had material dealings in the course of their duties during the Relevant Period.

**Poaching**

The employee shall not either during their employment with the Company or during the period of [insert number] months after the date of termination of their employment, directly or indirectly induce or seek to induce any [insert employee roles] employed by the Company at the date of termination of the employee's employment and with whom they had material contact/dealings to leave the employment of the Company, whether or not this would constitute a breach of contract on the part of the aforementioned other employee.

**Competition**

The employee hereby undertakes with the Company that they will not (without the prior written consent of the Company) during their employment and during the period of [insert number] months after the date of termination of their employment whether by themselves, through their employees or agents or otherwise or howsoever, and whether on their own behalf of any other person, firm, Company, or other organisation directly or indirectly in competition with the Company, be employed or engaged or otherwise conduct any Restricted Business.

The employee hereby undertakes with the Company that they will not at any time after the termination of their employment in the course of carrying on any trade or business, claim, represent or otherwise indicate any association with the Company, or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with the Company to its detriment.

**Confidentiality**

The employee shall not make use of, divulge or communicate to any person (save in the proper performance of their duties) any trade secrets or other confidential information of or relating to the Company, or that of other persons or bodies with whom the Company has dealings of any sort, which the employee may have received or obtained, or has otherwise been acquired by them in confidence, whilst in the employment of the Company. The restriction shall continue to apply after the termination of employment without limit in time but shall cease to apply to information ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law.

Confidential information shall include but shall not be limited to 'client information'. 'Client information' includes information relating to i) the names or addresses or telephone numbers of the Company's clients and/or the employees of such clients with whom the Company has had contact and ii) the requirements of such clients for:

[insert types of services, products etc. in this section which are specific to the Company]

The employee shall make themselves aware of the Company’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. The employee shall inform the Company immediately upon discovery of a data breach. The employee shall, at the time of termination of employment with us, or at any other time upon demand, return to us any such material in your possession.

**Return of documents**

Upon termination of your employment, or at any other such time as deemed appropriate, it is a requirement that you return all Company property to the Company. For the purposes of this Schedule, company property is taken to include documents and information including documents which contain any member information, e.g. lists of members, invoices, sales records, memoranda, notes, etc.

These items do not belong to you. They remain Company property and as such must be returned to [insert job role] upon termination or other such instruction.