**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.

Probationary period

[Select from the paragraphs below and delete as applicable]

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. 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.

**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]

**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].

**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** 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.

**Hours of work**

You have no guaranteed hours of work in any given week. Your actual hours to be worked each week will be as necessitated by the needs of the business [optional - which may include evenings]. The days of the week on which you are required to work are [insert days]. In some weeks you may not be required to work any hours.

The Company’s operational hours are [insert time] to [insert time] on [insert days] and any work offered will generally be between [insert time] and [insert time], for no longer than [insert amount] hours for any shift. 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 by [insert name/job role] [insert details eg two weeks] in advance.

Payment will only be made for actual hours worked and therefore no payment will be made for weeks where you are not required to work. You will receive a 20-minute break where your working hours are more than six in any day. Breaks are unpaid.

**Remuneration**

Your salary is currently £[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 [insert details]. The maximum entitlement to holidays is capped at 28 days per leave year. A pro-rata reduction in entitlement will apply to part-time staff.

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.

[Select from the paragraphs below and delete as applicable]

Your holiday entitlement will be paid at the rate of 12.07 percent of your hourly rate for each hour worked.

[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 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 [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.

**Other paid leave**

You may be able 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**

[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, 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.

**Retirement**

There is no retirement age in operation at the Company 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 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.

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.

Termination of employment
If you wish to terminate your zero-hour contract with the Company you should inform [insert name] in writing.

The Company may at any point terminate your contract if no suitable work is available.

The Company may stop offering you hours if you are unable to accept any work on three consecutive occasions.

## Notwithstanding anything else in this contract, the Company may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of misconduct. Non-exhaustive examples of misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring the Company into disrepute.

**Return of company property**

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

* Company documents, books or other written material
* keys
* ID/access card
* Company credit card
* Company car.

[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.

**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: