# Employment contract

#

# [EMPLOYEE’S NAME AND ADDRESS]

# [DATE]

# Dear [EMPLOYEE’S NAME]

# This is your Contract of Employment.

# It sets out the things we are required by law to tell you, and it’s where you will find the terms on which you agree to work for us.

# You will see that we refer in this contract to various company policies. Our company policies are not contractual, but you must make sure you know them, understand them, and comply with them. Copies [have been given to you] [are available from [NAME/PLACE].]

# This contract is between you ([EMPLOYEE’S FULL NAME]) and us ([EMPLOYER’S FULL NAME]). We are your employer. You are our employee.

**1. When your employment begins**

1.1 Your start date is **[**DATE**]**.

**[EITHER:]**

**[**1.2 Your start date marks the beginning of your period of continuous employment with us.**]**

**[OR:]**

**[**1.2 Before joining us, you worked for **[**NAME OF PREVIOUS EMPLOYER**]** from **[**DATE**]**. Your employment with **[**NAME OF PREVIOUS EMPLOYER**]** counts towards your continuous employment with us.**]**

**2. Probationary period**

2.1 The first **[**INSERT NUMBER**] [**weeks/months**]** from your start date will be a probationary period. We may decide to extend that period, but not usually for more than **[**NUMBER**]** **[**weeks/months**]**.

2.2 During your probationary period, the following conditions will apply: **[**INSERT ANY SPECIAL CONDITIONS HERE, OR REMOVE THIS PARAGRAPH**]**

2.3 At any time before your probationary period has been completed, either you or we may bring your employment to an end on one week’s written notice (unless termination without notice is appropriate). We may decide to pay you in lieu of notice.

**3. Freedom to work**

3.1 By signing this agreement, you are confirming that you are legally entitled to work in the UK. This is necessary for us to be able to employ you.

3.2 You must tell us immediately if you lose your right to work in the UK while being an employee of ours.

3.3 You also promise us that there is no other legal prohibition (including any contractual provision such as a restrictive covenant) on your ability to work for us in the way set out in this agreement.

**[**3.4 You agree to indemnify us against any liability and financial outlay we may incur as a result of your breach of obligations under this clause 3.**]**

**4. Your job title**

4.1 Your job title is **[**JOB TITLE**]**.

**[**4.1 Attached to this contract at **Annex 1** is your job description. It sets out your main duties. We may need you to carry out some other tasks that relate to your role, but we will not require you to do things that are significantly different and outside the scope of your role without agreeing them with you first.**]**

**5. Where you will work**

5.1 You will be based at **[**ADDRESS**]**. That is your normal place of work, but we may need you to work elsewhere in or around **[**TOWN/CITY/COUNTY**]**.

5.2 We do not anticipate that we will require you to work outside the UK, but if we do, it will not be for longer than one month at any one time.

**[***IF THERE WILL BE A REQUIREMENT TO WORK OUTSIDE THE UK FOR MORE THAN ONE MONTH, STATE THAT AND INCLUDE INFORMATION ABOUT THE TIME PERIOD, PAYMENT AND CURRENCY, OTHER PAY AND BENEFITS, AND TERMS AND CONDITIONS ABOUT RETURNING*.**]**

**6. Your hours**

**[EITHER:]**

**[**6.1 Your normal working hours are from **[**TIME**]** to **[**TIME**]** on **[**Mondays**]** to **[**Fridays**]**.**]**

**[OR:]**

**[**6.1Your normal working hours and/or your working days may vary in the ways set out in **Annex 2** to this contract.**]**

**[EITHER:]**

**[**6.2 You may need to work outside your normal working hours in order to do your job fully. We will not pay you extra for doing this.**]**

**[OR:]**

**[**6.2 **[**You may choose to accept overtime offered to you**]** **[OR] [**We may require you to work overtime and will give you as much notice of this as possible. Overtime is not guaranteed.**]**

Authorised overtime will be paid at the rate of £**[**NUMBER**]** per hour. That rate may be subject to change.

We will not let you work overtime where those additional hours would take you over the 48-hour average weekly maximum imposed by the *Working Time Regulations 1998* and you have not opted out of that limit.**]**

6.3 You agree not to work for anyone else (including yourself) while you are an employee of ours, unless we have specifically agreed to you doing so. If you are unsure about whether any outside activities would count as ‘work’ for the purpose of this clause, you must discuss this with **[**HR**] [**NAME**]**.

**7. Your pay**

7.1 We will pay you an annual salary of £**[**AMOUNT**]**.

**[**7.2 In addition, you are entitled to:

**[**INSERT BENEFIT(S) AND OTHER REMUNERATION**]]**

7.3 You will be paid **[**weekly**] [OR] [**on or around the **[**DATE**]** of each month], and that payment will cover the previous **[**week’s**]** **[**month’s**]** work.

7.4 There may be times when we will need to calculate ‘one day’s pay’. We will work this out as **[**1/365th**]** **[OR] [**1/260th**]** of your annual salary.

7.5 We usually review salaries during **[**MONTH**]** of each year. A salary review will not necessarily result in your pay increasing, even if it has done in previous years.

7.6 If you owe us money at any time (for example, you have taken more holiday than you are entitled to), we may deduct it from your salary, notice pay, or from other payments due to you.

7.7 While we will always endeavour to provide you with work, in the event of insufficient work being available we may have to place you on short time or lay you off without any pay except for statutory guarantee payments.

**8. Holidays**

8.1 Our holiday year runs from **[**DATE**]** to **[**DATE**]**.

8.2 You are entitled to **[**NUMBER**]** days’ paid holiday during each holiday year. We will pro-rata that figure where necessary so that your holiday entitlement is in proportion to the number of days you work during the relevant holiday year.

**[EITHER:]**

**[**8.3 Your holiday entitlement includes the usual bank holidays in England and Wales. If we need you to work on one of those bank holidays, you will usually be able to take your holiday on a different day.**]**

**[OR:]**

**[**8.3 As well as your **[**NUMBER**]** days’ paid holiday, you are entitled to take the usual public holidays in England and Wales. If we need you to work on one of those bank holidays, you will usually be able to take your holiday on a different day.**]**

8.4 You must have our written consent before taking a holiday. Our Holiday Policy sets out the process you must follow when making a holiday request.

8.5 It’s important that we have enough time to consider your holiday request and, where appropriate, put arrangements in place to cover your absence. The amount of notice you give us must be at least twice the length of the time you want to take off. For example, if you want to take two weeks’ leave, we will need your holiday request in writing at least four weeks before the date you would like your holiday to start.

8.6 Sometimes the needs of our business mean that we cannot agree to you taking leave at a particular time. We will not be liable for any financial losses or other costs you incur because you committed to a holiday without first getting our written consent to you taking the time off.

**[**8.7 Holiday taken without our prior approval will be treated as unauthorised absence and may lead to a disciplinary sanction.**]**

**[**8.8 We do not usually allow employees to take more than **[**NUMBER**]** weeks’ holiday at any one time. **[**If you want to take a longer holiday, you will need the prior written consent of **[**NAME AND POSITION**]**.**]**

8.9 We may specify that you must take a holiday on a particular date or dates, or that there are certain times when you must not.

8.10 If you don’t use up your holiday entitlement in one holiday year, we will not pay you in lieu of any days that you haven’t taken. You are not automatically entitled to carry over untaken days into the next holiday year, but our Holiday Policy sets out when we may allow you to do so. Our Holiday Policy sets out the timeframe for taking leave that has been carried over.

8.11 If you resign, or if we give you notice that we are ending your employment, we will usually require you to take any unused holiday during your notice period.

8.12 At the end of your employment we may pay you in lieu of holiday that has accrued during the holiday year in which your termination falls but which you haven’t taken. Payment will be at the rate of 1/260th of your basic salary per day. **[**Payment in lieu will apply to untaken statutory holiday only, and not to any additional contractual holiday entitlement, where we have dismissed you without notice or where you have otherwise breached the terms of this contract. In taking holidays, you will be deemed to have used your statutory entitlement before your contractual entitlement.**]**

8.13 If when your employment ends you have taken more holiday than had accrued during that holiday year, we may make a deduction (calculated at the daily rate of 1/260th of your basic salary) from any final payment due to you.

8.14 Our Holiday Policy sets out additional information about holiday requests, carrying over leave, and holiday payments.

**9. Illness or injury**

9.1 If you are going to be off work because you are unwell or have been injured, you must tell us as soon as possible. Our Absence Management Policy sets out our rules about who you must contact and when, and other steps you must take.

9.2 We will pay any Statutory Sick Pay that may be due to you in respect of your qualifying days, which are **[**Monday**]** to **[**Friday**]**.

**[**9.3 In addition to Statutory Sick Pay, you may be entitled to Company sick pay. Our Absence Management Policy contains details of the terms on which we pay Company sick pay, which are summarised as:

**[**INSERT**]]**

9.4 During or after any period of illness or injury, we may require you to be examined by a medical or occupational health professional of our choice.

9.5 If your illness or injury may have been caused by someone else’s fault, you must tell us straightaway and keep us informed about any claim you make. That is because we may be entitled to reimbursement of payments made to you during your sick leave. If a ‘loss of earnings’ element is included in any compensation or settlement sum, you agree to pay us back the corresponding amount we paid you while you were off work.

**10. Family friendly leave**

During your employment you may be entitled to take time off to spend with family. You should refer to our Maternity and Family Friendly Policy for details.

**11. Pension**

*[TO BE FURTHER TAILORED TO SUIT]*

**[EITHER:]**

**[**11.1 We will comply with our auto-enrolment duties under Part 1 of the *Pensions Act 2008*.

**[**11.2 If you are an eligible job holder, you will be automatically enrolled in our **auto-enrolment scheme**.**]]**

**[OR:]**

**[**11.1 Subject to rules, **[**you will become an active member of**] [**you can join**]** our **occupational pension scheme** from the date of this agreement. The terms of the scheme (which is a ‘qualifying scheme’ for the purposes of the *Pensions Act 2008*, and which may be amended or replaced over time) are available **[**on our intranet**] [**from NAME**]**.

11.2 We will deduct from your salary any pension contributions that our occupational pension scheme requires you to make.**]**

**[OR:]**

**[**11.1 You **[**will from the date of this contract**] [**may be eligible to**]** join our **group pension scheme** (which may be amended or replaced over time), details of which are available from **[**NAME**]**.

11.2 Under our group pension scheme, we will make **[**monthly payments in arrears**]** of an amount equal to **[**NUMBER**]**% of your salary **[**and you will contribute **[**NUMBER**]**% of your salary each year by way of monthly deductions from your salary.**]**

**[OR:]**

**[**11.1 You may be eligible to join our **stakeholder pension scheme** (as amended or replaced from time to time). A copy of the terms of the scheme can be obtained from **[**NAME**]**.

11.2 If you become a member of our stakeholder pension scheme, we will deduct your monthly contributions from your salary.**]**

**[**11.3 We will contribute a sum equal to **[**NUMBER**]**% of your salary **[**or an amount that matches your own contributions, if lower**]** monthly in arrears.**]**

**[OR:]**

**[**11.1 We will pay a monthly amount equal to **[**NUMBER**]**% of your salary **[**or, if your contributions are lower, that lower amount**]** into your **personal pension scheme** (provided it is a qualifying scheme under the Pensions Act 2008). Your contributions shall be deducted from your salary monthly and in arrears.**]**

**[12. Training**

12.1 During your employment we will require you to complete, at our cost, the following training:

**[**LIST TRAINING**]**

12.2 **[**You **[**will/may**]** also be required to complete the following training at your own cost:

**[**LIST TRAINING**]]**

12.3 **[**If your employment ends within **[**NUMBER**]** months of you receiving training that we paid for, we may require you to reimburse us some or all of the costs associated with it.**]**

**[13. Intellectual Property**

13.1 During your employment and when carrying out your role (whether during your core working hours or not) you may, by yourself or with another person, design, write or otherwise create works that give rise to intellectual property rights. These rights include copyright, patents, trademarks, and design rights.

13.2 You agree that we will own any intellectual property in the work you do in the course of your employment. You also agree to waive any moral rights in the work you have carried out, or will carry out, for us.**]**

**14. Compliance with policies**

14.1 You have been given **[**a copy of our Company Handbook**]** **[**access to our workplace policies**]** and agree to comply with the rules and procedures they set out.

14.2 You must also comply with any additional rules, policies or procedures that we may issue from time to time.

14.3 Non-compliance could lead to disciplinary action.

**15. Disciplinary and grievance**

15.1 Our disciplinary and grievance procedures are **[**set out in our Company Handbook**] [**available from **[**NAME**]]**. These procedures do not form part of your employment contract, but it is important that you comply with them.

15.2 If an allegation of misconduct is made against you, we may suspend you while we investigate. We will continue to pay you while you are on suspension. **[**If you are signed off work sick while on suspension, we may decide to pay Statutory Sick Pay only, and not any additional contractual sick pay or normal pay that would otherwise be payable during suspension.**]**

15.3 We may impose one or more of a range of potential sanctions under our Disciplinary Policy. These include a warning or an extension of a warning, a change of duties, redeployment to another role (at the same or lower level – including demotion with a reduction in salary), and dismissal.

15.4 If you are not satisfied with any disciplinary decision relating to you, you should appeal in writing to **[**NAME**]** as set out in our Disciplinary Policy.

15.5 If you are unhappy about anything at work, you are entitled to raise a grievance. You should set out your complaint in writing and send it to **[**NAME**]**. Our Grievance Policy sets out the process you must follow.

**16. Data protection**

16.1 During your employment we will need to collect and process information relating to you. **[**Our Privacy Notice, which is attached to this contract at **Annex 3**, sets out the way in which we do this.**] [**Details of what we will collect and process are set out in the Data Protection Policy.**]**

16.2 Please familiarise yourself with our Data Protection Policy. If you don’t comply with it, we may treat that failure as a disciplinary issue. One potential consequence is that you are dismissed.

**[**16.3We may monitor our systems, including our phones, email and computer systems. This will be in order to meet our legal obligations and to run our business effectively. Any monitoring will be carried out with the strict confines of the law and only where it is necessary and justifiable.**]**

**17. Keeping things confidential**

17.1 As our employee you will be entrusted with confidential information about our business and affairs that is not available to the public. You must not use that information yourself other than in connection with your employment, nor must you pass that information onto any other person, company or organisation, unless:

1. we have authorised you to do that;
2. the law says you must;
3. you are required to as part of your job; or
4. you are making a protected disclosure under the *Employment Rights Act 1996*. This is known as ‘whistleblowing’, and you should refer to our Whistleblowing Policy.

17.2 This restriction applies during your employment and after it has ended.

**18. Ending your employment**

18.1 Either you or we may terminate your employment by giving written notice in advance. The amount of notice depends on how long you have worked for us:

* *Between one month and two years’ continuous employment* – at least one week’s notice.
* *More than two years of continuous employment* – at least one week’s notice for each year, up to a maximum of 12. So, if you have nine years’ continuous service, you (or we) must give at least nine weeks’ prior written notice, (although we may decide to pay you in lieu – see below).
* *Twelve or more years’ continuous employment* - at least 12 weeks’ notice.

18.2 During your notice period, we will usually require you to work as normal and comply with your contractual obligations. **[**However, we may decide that you should not come into work for some or all of your notice period. This is called ‘Garden Leave’. If you are on Garden Leave, you must comply with your obligations towards us as your employer and, in particular, not work elsewhere or for yourself during your notice period without our prior consent.**]**

18.3 Instead of requiring you to work your notice, **[**or putting you on Garden leave**]** we may decide to pay you in lieu of notice. That would bring your employment to an end there and then.

18.4 If we decide to dismiss you for gross misconduct, or if you are not legally entitled to work in the UK, we will not have to give you notice nor will we pay you in lieu of notice.

**19. Returning things that belong to us**

19.1 During your employment you will have access to company property. Company property includes: **[**company cars**]**, **[**mobile phones**]**, **[**keys and pass cards**]**, **[**computers**]**, **[**software**]**, **[**documents and copies**] [***ADD ANYTHING ELSE***].**

19.2 We may at any time during your employment require you to return company property to us, and you agree to do so straightaway. In any event, all company property that is in your possession or under your control must be returned to us before your employment ends.

**20. Changing this contract**

20.1 We may need to make minor changes to this contract over time. We will tell you about any changes within one month of making them.

20.2 Any non-minor changes, including to your job title, your hours of work or your place of work, would need to be agreed by you and by us.

**21. Collective agreements**

**[EITHER:]**

**[**21.1There are no collective agreements in place that directly affect your employment.**]**

**[OR:]**

**[**21.1 A collective agreement between us and **[**TRADE UNION**]** is incorporated into your employment contract. This governs your employment with us. A copy is available from **[**NAME**]**. The collective agreement may be amended over time.**]**

**22. Enforceability**

22.1 You and we are the only parties to this agreement and no other person or entity is entitled to enforce it.

22.2 Any disputes relating to this agreement should be resolved in line with the laws of England and Wales.

**23. Entire agreement**

23.1 This agreement sets out everything we have agreed.

**I have read this agreement and agree to be bound by its terms:**

Signed ...............................................................................

 **[**EMPLOYEE’S NAME**]**

Dated ...............................................................................

Signed ...............................................................................

 On behalf of **[**EMPLOYER’S NAME**]**

Dated ...............................................................................

**Annex 1 – Job description**

**Annex 2 – Hours**

**Annex 3 – Privacy Notice**