

*[ON HEADED NOTEPAPER OF EMPLOYER]*

[EMPLOYEE'S NAME AND ADDRESS]

[DATE]

Dear [EMPLOYEE'S NAME]

## **Contract of employment**

This letter is your contract of employment and contains a statement of the applicable terms of your employment.

### **1. COMMENCEMENT OF EMPLOYMENT**

1.1 Your employer is [EMPLOYER'S NAME] (**Company** or **we**). Your employment with the Company commence[s **OR** d] on [DATE]. [No employment with a previous employer counts towards your period of continuous employment with the Company **OR** Your employment with [NAME], which commenced on [DATE], counts towards your period of continuous employment with the Company].

1.2 The first [NUMBER] month[s] of your employment shall be a probationary period and your employment may be terminated during this period at any time on [one week's] prior notice. We may, at our discretion, extend this period for up to a further [NUMBER] months. During this probationary period your performance and suitability for continued employment will be monitored. [At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period.]

### **2. JOB TITLE**

2.1 You are employed as [JOB TITLE] and report to [NAME]. [Your duties are set out in the attached job description.]

2.2 You may be required to undertake other duties from time to time as we may reasonably require.

2.3 You warrant that you are entitled to work in the **[NAME OF COUNTRY/STATE]** without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.

2.4 You shall not work for anyone else while you are employed by the Company.

### 3. PLACE OF WORK

3.1 Your normal place of work is [LOCATION] or such other place within [REASONABLE AREA] as we may reasonably determine.

3.2 You will not be required to work outside the [NAME OF COUNTRY/STATE] for any continuous period of more than one month during the term of your employment.

### 4. SALARY

4.1 Your [basic] salary is £[AMOUNT] per year which shall accrue from day to day and be payable [monthly] in arrears [on or about the [DATE] of each month] directly into your bank or building society account.

4.2 [Your salary will be reviewed annually and may be increased from time to time at the Company's discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of the salary after notice has been given by either party to terminate your employment.]

4.3 We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Company at any time.

### 5. HOURS OF WORK AND RULES

5.1 Your normal hours of work are between [TIME] and [TIME] [Mondays] to [Fridays] inclusive with a lunch break of one hour. You may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration.

5.2 You are required at all times to comply with our rules, policies and procedures in force from time to time[ including those contained in the Staff Handbook, [a copy of which has been given to you **OR** which is available from [POSITION] **OR** which is available on our intranet]].

### 6. HOLIDAYS

6.1 The Company's holiday year runs between [DATE] and [DATE]. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis [rounded up to the nearest [whole **OR** half] day].

- 6.2 You are entitled to [NUMBER] days' paid holiday during each holiday year or the pro rata equivalent if you work part time. [This includes **OR** In addition you are entitled to take] [the usual] public holidays [in **[name of Country/State]**] [or a day in lieu where we require you to work on a public holiday].
- 6.3 You shall give at least [NUMBER] weeks' notice of any proposed holiday dates and these must be agreed by [POSITION] in writing in advance. [No more than [NUMBER] days' holiday may be taken at any one time unless prior consent is obtained from [POSITION].] We may require you to take (or not to take) holiday on particular dates, including during your notice period.
- 6.4 You cannot carry forward [more than [NUMBER] days of] untaken holiday from one holiday year to the following holiday year [except as set out in our holidays policy which is available [on the intranet **OR** from [POSITION]] **OR** unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave[, paternity, adoption, parental or shared parental leave]. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within fifteen months of the end of the relevant holiday year will be lost].
- 6.5 We shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be [1/260th of your [full-time equivalent] salary for each untaken day of your entitlement **OR** as set out in our holidays policy which is available [on the intranet **OR** from [POSITION]]]. [However, if we have dismissed you or would be entitled to dismiss you under clause 8.3 or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlements, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.]
- 6.6 If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct the excess holiday pay from any payments due to you [calculated at 1/260th of your [full-time equivalent] salary] for each excess day.

## 7. **INCAPACITY**

- 7.1 If you are absent from work due to incapacity, you must notify [POSITION] of the reason for your absence as soon as possible but no later than [TIME] on the first day of absence.

7.2 You shall certify your absence in accordance with [the Company sickness policy] which is available [on the intranet **OR** from [POSITION]].

7.3 Subject to your satisfying the relevant requirements you shall receive Statutory Sick Pay (**SSP**). Your qualifying days for SSP purposes are [Monday] to [Friday].

**OR**

Subject to your compliance with this agreement and the Company sickness policy (as amended from time to time) [and subject to clause 7.4], you shall receive sick pay in accordance with the Company sickness policy which is available [on the intranet **OR** from [POSITION]].

**OR**

After you have completed [[NUMBER] month[s] continuous service **OR** your probationary period], subject to your compliance with this agreement [and subject to clause 7.4], you shall be entitled to receive your full salary and contractual benefits during any periods of sickness absence up to a maximum of [NUMBER] weeks in any [NUMBER]-week period. Those payments shall be inclusive of any SSP due.

**OR**

After you have completed [[NUMBER] month[s] continuous service **OR** your probationary period], subject to your compliance with this agreement[ and subject to clause 7.4], you shall be entitled to receive contractual sick pay. Contractual sick pay is inclusive of any SSP that may be due for the same period, and is paid on the following basis:

<b>Less than one year's service:</b>	[Six] weeks' full pay [and [six] weeks' half pay] in any [12]-month period.
<b>One to two years' service:</b>	[13] weeks' full pay [and [13] weeks' half pay] in any [12]-month period.
<b>Two years' service or more:</b>	[26] weeks' full pay in any 12-month period.

7.4 [If you have been on long term sick leave continuously for more than a year you will not qualify for sick pay again until you have returned to work for a total of [NUMBER] weeks.]

- 7.5 [Pension contributions will continue as normal while you are paid at the full rate in accordance with clause 7.3. If your pay during any period of incapacity is reduced or you are paid SSP only, the level of contributions in respect of your membership of the [NAME] Pension Scheme may continue, subject to the relevant pension scheme rules in force at the time of your absence.]
- 7.6 You agree to consent to a medical examination (at the Company's expense) by a doctor nominated by the Company should the Company so require. You agree that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.
- 7.7 If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Company of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. You shall, if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Company may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Company in respect of the period of absence.

## **8. TERMINATION AND NOTICE PERIOD**

- 8.1 After successful completion of the probationary period referred to in clause 1.2, the prior written notice required from you or the Company to terminate your employment shall be as follows:
- (a) in the first five years of continuous employment: [one calendar month's] notice; and
  - (b) after five complete years: one week for each complete year of continuous employment up to a maximum of 12 weeks' notice.
- 8.2 [We may at our discretion terminate your employment without notice and make a payment of basic salary in lieu of notice.]
- 8.3 We shall be entitled to dismiss you at any time without notice [or payment in lieu of notice] if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the [Name of Country].

**9. DISCIPLINARY AND GRIEVANCE PROCEDURES**

- 9.1 Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are [contained in the Staff Handbook **OR** available from [POSITION]]. These procedures do not form part of your contract of employment.
- 9.2 If you wish to appeal against a disciplinary decision you may apply in writing to [POSITION] in accordance with our disciplinary procedure.
- 9.3 We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.
- 9.4 If you wish to raise a grievance you may apply in writing to [POSITION] in accordance with our grievance procedure.

**10. PENSIONS**

- 10.1 [You are entitled to become a member of the [NAME] Pension Scheme, or such other registered pension scheme as has been set up by the Company, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time. Full details of the scheme are available from [POSITION].

**OR**

There is no pension scheme in force in relation to your employment.]

- 10.2 A contracting-out certificate is [not] in force in respect of your employment.

**11. COLLECTIVE AGREEMENT**

[There is no collective agreement which directly affects your employment.

**OR**

Your employment is governed by the collective agreement between the Company and [NAME OF TRADE UNION], which is incorporated into your contract and may be amended from time to time. A copy [has been given to you **OR** is available from [POSITION]].]

**12. CHANGES TO YOUR TERMS OF EMPLOYMENT**

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

**13. CONFIDENTIAL INFORMATION**

13.1 You shall not use or disclose to any person either during or at any time after your employment with the Company any confidential information about the business or affairs of the Company [or any of its business contacts], or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this clause 13, **confidential information** means any information or matter which is not in the public domain (except as a result of your breach of this agreement) and which relates to the affairs of the Company [or any of its business contacts].

13.2 The restriction in clause 13.1 does not apply to:

- (a) prevent you from making a protected disclosure under applicable laws; or
- (b) use or disclosure that has been authorised by the Company, is required by law or by your employment.

**14. COMPANY PROPERTY**

14.1 All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

14.2 Any Company property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to [POSITION] at any time on request and in any event prior to the termination of your employment with the Company.

**15. THIRD PARTY RIGHTS**

No one other than you and the Company shall have any right to enforce any terms of this agreement.

Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

Yours sincerely,

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For and on behalf of [EMPLOYER]

I agree to the above terms

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[EMPLOYEE]

.....

Date