

# Sample Employment Contract

## CONTRACT OF EMPLOYMENT

**Date: [date]**

Employment contract [draft template of basic employment contract]

Between

[Name of Employer]

and

[Name of Employee][Version number: [insert]]

[Insert name of Employer's legal adviser's firm]

**CONTRACT OF EMPLOYMENT dated [insert date]**

**BETWEEN**

- (1) **[NAME OF EMPLOYER]** [of [insert address]]/[a company incorporated in [England and  
Wales] (registered number [ ] ) whose registered office is at [insert address] ]  
(the  
'Employer'); and
- (2) **[NAME OF EMPLOYEE]** of [insert address] ('you').

**1 Appointment**

- 1.1 The Employer will employ you on the terms and conditions set out in this contract.
- 1.2 Your employment with the Employer under this contract [*will commence*] [OR] [*commenced*] on [insert date] (the 'Commencement Date').
- 1.3 [OPTION 1: CONTINUITY (NO PREVIOUS CONTINUITY OF EMPLOYMENT COUNTS):][Your period of continuous employment with the Employer [commenced on] [OR] [will commence on] [*the Commencement Date*], and no period of employment with any previous employer counts as part of your period of continuous employment with the Employer.]

[OPTION 2: CONTINUITY (PREVIOUS CONTINUITY OF EMPLOYMENT COUNTS):][Your period of continuous employment with the Employer [*commenced on*] [OR] [will commence on][*insert date*] and your employment with [*insert name of previous employer*] counts as part of your period of

continuous employment with the Employer.]

[OPTION 3: FIXED TERM APPOINTMENT (NO PREVIOUS CONTINUITY OF EMPLOYMENT COUNTS):][Your employment (and your continuous employment) under this contract [commenced on] **OR** [will commence on][*insert date*] and, subject to the terms of this contract, is for a fixed term [*of [insert period]*] continuing until [*insert date*][or until determined by either you or the Employer giving no less than [*insert number of weeks/months*] notice [expiring at any time] **OR** [expiring on or after [*insert date*]]. No period of employment with any previous employer counts as part of your period of continuous employment with the Employer.

- 1.4 Your appointment and your continuing employment are at all times conditional upon you being permitted to work in the UK.

## **2 Duties**

- 2.1 You will be employed as a [*insert job title*] [or in such other capacity as the Employer may from time to time reasonably direct subject to and in accordance with the terms of this contract].
- 2.2 In addition to your normal duties, you may be required to undertake alternative, additional or ancillary duties from time to time [or to transfer to another part of the business] as the Employer may reasonably direct [provided these are compatible with your status].
- 2.3 Unless otherwise notified, you will report to [*insert name/ title*] (your 'Manager'). The Employer may from time to time change your Manager, [in which case you will be notified [in advance][in writing]].
- 2.4 During your employment you will:

2.4.1 unless prevented by illness or accident or during an authorised absence, devote the whole of your time, attention and skill during normal working hours to the carrying out of your duties under this contract and will not engage in any activities which would conflict with the proper performance of your duties or with the business interests of the Employer [*or any company within the Group*];

[OR ALTERNATIVE CLAUSE 2.4.1:][You will devote your whole time and attention to your duties and will not, without the prior written consent of the Employer, directly or indirectly hold any office in or be employed or engaged by or concerned or interested in any capacity (whether paid or unpaid) in any [other] business or undertaking [which is similar to or competitive with that of the Employer [or any Group Company] [and/or any of the Employer's [or any Group Company's] suppliers and/or customers].

2.4.2 obey all lawful and reasonable directions or instructions from time to time given to you by your Manager or any other authorised person;

2.4.3 comply with the Employer's rules, regulations and policies from time to time in force; and

2.4.4 use your best endeavours to promote, develop and protect the business, interests and reputation of the Employer [*and of the Group*].

2.4.5 You will not use (or allow to be used) your knowledge of or connection with the Employer (or any Group Company) or knowledge of or connection with any customer of or supplier to the Employer (or any Group Company) for any purpose other than the proper purposes of the Employer.

- 2.5 [If the Employer should consent to your working for another employer during your employment under this contract, you will give the Employer such information as it may reasonably require from time to time regarding your working time and related arrangements with the other employer to enable it to satisfy itself that such work would not in any way diminish or restrict the performance of your duties under this contract.]

### **3 Probationary period**

- 3.1 The first [six] months of your employment will be a probationary period (the 'Probationary Period'). During the Probationary Period the Employer will monitor your performance and conduct.
- 3.2 If the Employer is not satisfied with your performance or conduct during the Probationary Period, it may at its discretion extend the Probationary Period [by a period of up to a further [three months]] and reference to the Probationary Period in this contract includes any extension of it under this clause. If your Probationary Period is extended in accordance with this clause you will receive [written] confirmation of the extension.
- 3.3 The Employer will confirm your continued employment to you [in writing] when you have completed your Probationary Period to the satisfaction of the Employer.
- 3.4 During the Probationary Period either the Employer or you may terminate your employment by giving [one week's] [written] notice.

### **4 Hours of work**

- 4.1 Your normal hours of work are [35] hours per week, to be worked during the hours of [9.00] am to [5.00] pm on [Monday to Friday] [inclusive] with a daily [paid] **OR** [unpaid] lunch break of [one hour].

- 4.2 The Employer may vary your hours of work or the pattern of your normal hours, as it considers necessary to meet the needs of the business.
- 4.3 [OPTION 1 – NO PAID OVERTIME:] You are required to work such additional hours as are deemed necessary by the Employer for the proper performance of your duties. You will not be entitled to any further remuneration for any such additional hours worked.

[OPTION 2 – PAID OVERTIME:] You are required to work such additional hours as are deemed necessary by the Employer for the proper performance of your duties. Terms regarding payment for overtime are set out in [clause [*insert clause number*]] **OR** [the Staff Handbook.]

## 5 Salary

- 5.1 [OPTION 1 SALARY – FULL-TIME:] [The Employer will pay you a salary at the rate of £[ *insert figure* ] per year ('Salary'). Your Salary will be paid in equal instalments in arrears on or about the [last working day of each month] by automated bank transfer and will accrue on a daily basis.]

[OPTION 2 SALARY – PART-TIME:] [The Employer will pay you at the full time equivalent rate of £[*insert figure*] per year. This equates to £[*insert figure*] per year if you work [ *insert number* ] [hours][days] per week] ('Salary'). Your Salary will be paid in equal instalments in arrears on or about the [last working day of each [month]] by automated bank transfer and will accrue on a daily basis.]

- 5.2 The rate of Salary payable to you will be reviewed annually in about [*insert month*] of each year by the Employer (except in circumstances where you have served or received notice of termination of your employment) and may be increased by such amount, if any, as the Employer decides [having regard to your performance, contribution to the Employer's business, inflation and other

factors].

5.3 All payments of Salary are subject to deductions for income tax and national insurance contributions and other authorised deductions or deductions required by law.

5.4 You authorise the Employer at any time during your employment and/or on its termination to deduct any sums owed by you to the Employer at any time from your Salary and/or from any other sums due to you under this contract (to include, without limitation, any payment in lieu of notice, [*bonus*], holiday pay or sick pay).

## **6 Place of work**

Your normal place of work will be at [*insert address/location*] but you may be

6.1 required to

perform your duties in such other place or places as the Employer may reasonably require from time to time.

## **7 Holiday**

7.1 [OPTION 1 – FULL-TIME EMPLOYEE:][You will be entitled to [*20*] days' paid holiday in each holiday year, which runs from [*insert month*] to [*insert month*], in addition to statutory and public holidays.]

[OPTION 2 – PART-TIME EMPLOYEE:][You will be entitled to [*insert pro rata number*] days' paid holiday in each holiday year, which runs from [*insert month*] to [*insert month*], [in addition to statutory and public holidays] **OR** [in addition to a pro rata equivalent of statutory and public holidays (which will be notified to you at the beginning of the holiday year by the Employer), depending on when your working days fall].



- 7.2 In the holiday year[s] in which your employment commences and terminates, holiday entitlement will accrue at the rate of 1/12th of the annual entitlement per completed month of service [(rounded [up] **OR** [down] to the nearest [full] **OR** [half] day)].
- 7.3 [You may be required to work on any statutory or public holidays at the absolute discretion of the Employer, in which case you will receive a day off in lieu.]
- 7.4 [OPTION 1 – CARRY OVER OF HOLIDAY NOT ALLOWED [UNLESS AGREED IN ADVANCE:] You will take all of your entitlement in the holiday year in which it accrues and carrying forward holiday is not permitted [unless agreed in advance by your Manager].]
- [OPTION 2 – CARRY OVER OF HOLIDAY ALLOWED UP TO A MAXIMUM:]  
[You may, [at the sole discretion of your Manager,] carry forward [insert number] days of your holiday entitlement, which must be used by [insert date] in any year. Any days in excess of this will be lost without any entitlement to pay in lieu. You will not be paid in lieu of unused holiday entitlement except as set out in Clauses 7.7 and 7.8 below.]
- 7.5 [You must give your Manager not less than [two] weeks' written notice of your proposed holiday dates]. Holidays are to be taken at such time or times as your Manager agrees and your Manager may refuse a request having regard to the reasonable requirements of the business.
- 7.6 The Employer reserves the right to require you to take holidays on particular dates including during any notice period [*or garden leave*]. You will be given reasonable notice of any such requirement.
- 7.7 [Subject to clause 7.8], on termination of your employment you will be paid in lieu of accrued but untaken holiday entitlement in respect of the holiday year in

which your employment terminates and will be required to pay the Employer for holiday taken in excess of your accrued entitlement. In each case payment will be calculated by reference to [1/[260][*insert pro rata equivalent for part timers*] of your Salary for each day's holiday.

- 7.8 [If your employment is terminated for a reason justifying summary dismissal or you do not give proper notice to terminate your employment , you will be entitled only to payment of £[1.00] in lieu of any outstanding holiday entitlement.]

## **8 Sickness**

- 8.1 [OPTION 1 – WRITTEN COMPANY SICKNESS POLICY:][It is a term of your contract that you must at all times comply with the Employer's policy on sickness absence, a copy of which is [available [from [insert title]] **OR** [in the Staff Handbook].]

[OPTION 2 – NO WRITTEN COMPANY SICKNESS POLICY:][If you are absent from work for any reason, you, or someone on your behalf, must inform your Manager by no later than [9.30]am on the first day of absence. The reason for absence and the expected duration of the absence should be given. On your return to work you will be required to complete a self-certification form, which you should complete, sign and return within [two days] of your return to work. If your absence from work is due to sickness or injury and continues for a period exceeding seven consecutive days, you should provide [your Manager] with a medical certificate as soon as possible after the seventh day of absence and thereafter weekly. You must keep your Manager informed on a regular basis of your progress and the date of your expected return to work.]

- 8.2 [OPTION 1– COMPANY SICK PAY:][In the event of absence from work due to illness or injury, you will, subject to your compliance with clauses [8.1 and 8.3][and after

successful completion of the Probationary Period], be entitled to an amount equivalent to Salary for the first [four] weeks of absence [and one half times your Salary for up to a maximum of a further [four] weeks of absence] calculated as an aggregate period of absence in any 12 consecutive calendar months. Payment for absence due to illness or injury exceeding [four] [eight] weeks in aggregate during your employment will be at the sole discretion of the Employer. Such payments will include any entitlement to any statutory sick pay due in accordance with applicable legislation in force at the time of the absence.]

[OPTION 2 – SSP ONLY:][There is no pay for any absence due to illness or injury, other than statutory sick pay if you are eligible. [Please contact [the Human Resources department] for information on statutory sick pay. For the purpose of statutory sick pay, your 'qualifying days' are [Monday to Friday] (inclusive).]

- 8.3 [At any time during your employment] **OR** [after an absence of more than [insert number] working days (whether consecutive or in total) in any [52] week period], you will, at the Employer's request, submit yourself to a medical examination by a medical practitioner nominated by the Employer. You hereby give such authority as is required for such practitioner to disclose to the Employer the results of any such examination, your prognosis, your likely recovery time and/or fitness to return to work and any recommended treatment and to discuss it with the Employer. The Employer will pay all expenses associated with any such examination. The Employer reserves the right to postpone your return to work after a period of absence until it has received a report from medical practitioner confirming that you are fit to return.

## **9 Disciplinary and grievance matters**

- 9.1 You are subject to the Employer's disciplinary and grievance rules and procedures, which [will be provided to you] **OR** [are available from [the Human

Resources department] **OR** [are contained in the [Staff Handbook]]. Such rules and procedures do not form part of this contract and may be altered or added to from time to time.

- 9.2 The Employer may in its absolute discretion suspend you [on full pay] **OR** [without pay] [for up to a maximum period of [one month]] in order to investigate any claim or allegation which, if found to be true, would entitle the Employer to terminate your employment (without prejudice to its right to subsequently terminate your employment on the same or any other ground). Any such suspension will last no longer than is necessary to carry out any inquiry or investigation into the circumstances and to hold any appropriate disciplinary hearings.
- 9.3 If you wish to appeal against any disciplinary decision or decision to dismiss you, your appeal must be made in writing to [*insert title*] and you should set out in detail the reasons for your appeal. [The steps you should then take are set out in the disciplinary procedure].
- 9.4 If you wish to raise a grievance, you may do so by writing to [*insert title*] in accordance with the Employer's grievance procedure and you should set out in detail the circumstances of your complaint. [The steps you should then take are set out in the grievance procedure].

## **10 Pension**

- 10.1 [OPTION 1 – DEFINED BENEFIT OR DEFINED CONTRIBUTION OCCUPATIONAL PENSION SCHEME:][You are eligible for membership of the Employer's occupational pension scheme (or such other registered pension scheme as may be set up in place of

it) subject to and in accordance with its governing provisions from time to time. The scheme may be terminated or amended at any time in accordance with these governing provisions. Further information about the scheme is available from [the HR Department].

A contracting-out certificate issued in accordance with Chapter 1 of Part III of the Pension Schemes Act 1993 [is in force stating that your employment is contracted-out employment for the purposes of that Act] **OR** [is not in force in respect of your employment].]

[OPTION 2 – GROUP PERSONAL PENSION SCHEME:][You may become a member of a personal pension scheme comprising part of the Employer’s group personal pension scheme (or such other registered pension scheme as may be set up in place of it) subject to satisfying certain eligibility criteria and subject to the rules of the scheme as amended from time to time. [If you join the scheme and you contribute [insert figure]% of your salary to the scheme each year,] the Employer will contribute [*insert figure*]% of your salary to the scheme each year (divided in equal monthly instalments) whilst you remain an employee. Further details of the scheme may be obtained from [the HR department].

A contracting-out certificate (issued in accordance with Chapter 1 of Part III of the Pension Schemes Act 1993) is not in force in respect of your employment.]

[OPTION 3 – PERSONAL PENSION SCHEME (WHERE EMPLOYER CONTRIBUTES):][The Employer will contribute to a registered personal pension scheme nominated by you, subject to the scheme satisfying any applicable legal requirements and subject to you satisfying any pension eligibility requirements. This will be at the rate of [*insert figure*]% of your salary each year (divided in equal monthly instalments) whilst you remain an employee [provided you contribute at least [insert figure]% of your salary each year to such scheme (again, divided in equal monthly instalments)]. [Your contributions to the scheme will be made by way of deduction from your salary each month and you agree to such deductions being made.]

A contracting-out certificate (issued in accordance with Chapter 1 of Part III of the Pension Schemes Act 1993) is not in force in respect of your employment.]

[OPTION 4 – STAKEHOLDER SCHEME:][You may become a member of the

Employer’s stakeholder pension scheme (or such other registered pension scheme as may be set up by the Employer in place of it) subject to satisfying certain eligibility criteria and subject to the rules of the scheme as amended from time to time. If you elect to join the scheme, the Employer will make contributions to the scheme at the rate of [*insert figure*]% of your salary each year (divided in equal monthly instalments) whilst you are an employee [provided you contribute at least [*insert figure*]% of your salary each year to such scheme (again, divided in equal monthly instalments)]. [Your contributions to the scheme will be made by way of deduction from your salary each month and you agree to such deductions being made.] Further details may be obtained from [the HR department].

A contracting-out certificate (issued in accordance with Chapter 1 of Part III of the Pension Schemes Act 1993) is not in force in respect of your employment.]

[OPTION 5 – NO PENSION ENTITLEMENT (NB. NOT SUITABLE FOR AN EMPLOYER WHOSE STAGING DATE HAS ALREADY OCCURRED):] [There is currently no entitlement to pension benefits in relation to your employment, but the Employer will provide such pension arrangements as are required by law. Further details of those pension arrangements may be obtained from [*the HR department*].

A contracting-out certificate (issued in accordance with Chapter 1 of Part III of the Pension Schemes Act 1993) is not in force in respect of your employment.]

## **11 Expenses**

[The Employer will reimburse to you all [reasonable] travelling, hotel and other expenses which are [reasonably] **AND/OR** [wholly, necessarily and exclusively] incurred by you in the performance of your duties[, in accordance with its Expenses Policy [contained in the Staff Handbook] **OR** [a copy of which is available from [the Human Resources department ].]

## **12 Other benefits**

12.1 For as long during your employment as cover is available at a reasonable cost (in the opinion of the Employer), the Employer will provide:

12.1.1 you with life assurance which in the event of your death while employed under this Agreement will pay to your chosen dependants a sum equal to [*specify number*] times your basic annual salary, subject always to the rules of such scheme from time to time in force [and subject to the Employer being able to secure insurance premiums at rates which (in its opinion) are reasonable and standard].

12.1.2 you [and your [spouse/civil partner] and your children (if any) under the age of 18 years] with private medical expenses insurance with [*specify organisation*] or such other [reputable] medical expenses insurer as the Employer may choose from time to time;

12.1.3 you with personal accident insurance cover on the same basis as it provides cover for its employees generally;

- 12.1.4 [you with permanent health insurance cover. However, if any claim made in respect of you under such scheme is accepted in whole or in part, the Employer will with immediate effect from such acceptance (but only to the extent that it does not prejudice your entitlement under the scheme):
- (a) no longer be under any obligation to pay you any Salary or other amounts payable under this contract or to provide any contractual or other benefits to you;
  - (b) be entitled to suspend you from all or any of your duties and appoint a successor to perform all or any such duties instead of you[; *and*][.]
  - (c) [be entitled to terminate any office or appointment which you hold in or on behalf of the Employer.]
- 12.2 Your entitlement to benefits and/or cover under any scheme referred to in this clause is subject always to the terms and conditions of such scheme from time to time in force.
- 12.3 The Employer reserves the right to alter the level of cover provided to you under any such scheme [*or to replace or remove the scheme*][*at its sole discretion*].
- 12.4 You may obtain a copy of the policy document for any scheme referred to in this clause from [*insert title*] **OR** the Human Resources Department].
- 12.5 [The Employer maintains insurance against necessary risks such as loss and damage to or destruction of its property and the injury or death of members of the public affected by its activities and of its employees and others undertaking authorised work for it. You



must take care to comply with the terms of all such insurance policies and not to do anything which might result in them being invalidated or avoided.]

### **13 Termination of employment**

13.1 [OPTION 1 – STATUTORY MINIMUM NOTICE ONLY (EITHER PARTY):][After you have been continuously employed for one month you] **OR** [You] may terminate your employment at any time on giving to the Employer at least [one] week's prior [written] notice and the Employer may terminate your employment at any time on giving you the following minimum period of prior [written] notice:

13.1.1 during the first two years' continuous employment, one week's notice; and

13.1.2 thereafter, one additional week for each year of service, up to a maximum of twelve weeks' notice.

[OPTION 2 – MORE THAN STATUTORY MINIMUM NOTICE (EITHER PARTY):][[After the end of the Probationary Period the] **OR** [The] Employer may terminate your employment at any time on giving you not less than [three] months' prior written notice. You may terminate your employment at any time on giving to the Employer at least [one] month's prior written notice.]

13.2 Nothing in this contract will prevent the Employer from terminating your employment, without notice or payment in lieu of notice, in a case of gross misconduct justifying summary dismissal without notice[, or if you cease to be permitted to work in the UK]. [Examples of matters which will usually be regarded as gross misconduct are set out in the [disciplinary policy] in the [Staff Handbook].

13.3 [The Employer may terminate your employment under this contract even if such termination results in you losing existing or prospective benefits under any

scheme or arrangement provided or arranged by the Employer.]

13.4 [The Employer may in its sole and absolute discretion terminate your employment at any time with immediate effect by:

13.4.1 making a payment to you in lieu of notice equivalent to [Salary only] OR [Salary and the value of contractual benefits in kind [excluding bonus]] for the notice period or the balance of it [or the remainder of the fixed term [and the subsequent notice period]; and

13.4.2 notifying you, [in writing] [or] [orally]:

- (a) that the payment has been made;
- (b) that your employment is being terminated in exercise of the right under this clause; and
- (c) when your employment will, as a result, terminate.

Any payment in lieu of notice paid pursuant to this Clause 13.4 will be paid less tax and national insurance contributions as required by law.

13.5 If you or the Employer have given notice to terminate your employment, the Employer may at any time require you not to attend at your place of work and/or any of the

Employer's premises (or any premises of any Group Company), and/or require you to perform your duties from home, to perform no duties or to perform duties different to your normal duties, and/or to return all Company property in your possession or control [including any Company car, laptop, mobile or Blackberry/PDA], and/or not directly or indirectly to contact any [customers/clients], suppliers or employees of the Employer (or

of any Group Company) until your employment ends. During such period, you will continue to be entitled to Salary and contractual benefits and you will remain an employee of the Employer and may not work for any other person.

## **14 Confidential Information**

14.1 In this contract 'Confidential Information' means:

14.1.1 information relating to the business, management systems, finances, transactions and affairs of the Employer [and/or any Group Company] including [price and cost information and statistics, discount structures, sales statistics, business plans and programmes, potential business opportunities, expansion plans, marketing surveys and strategies, research and development projects, business forms, contractual negotiations, lists and details of [customers/prospective customers/clients/prospective clients] and of suppliers and prospective suppliers and details regarding the remuneration of employees, their experience and other information relating to those employed or engaged by the Employer [or any Group Company]]];

14.1.2 trade secrets (including, without limitation, formulae, computer programs, processes, methods, inventions, technical data, databases, know-how, training techniques, marketing data, operating procedures, policies and practices and designs) relating to the business of the Employer [and/or any Group Company] [and/or any of [its/their] [customers/clients], suppliers, agents or distributors];

14.1.3 information relating to the business, finances, dealings, transactions and affairs of any supplier or [customer/client] or agent or distributor of the Employer [and/or any Group Company];

- 14.1.4 information in respect of which the Employer is bound by an obligation of confidentiality to a third party; [*and*]
- 14.1.5 [insert details of specific types of information needing protection against disclosure which might not otherwise be considered confidential information;][*and*]
- 14.1.6 any information which is identified to you by the Employer [or any Group Company] as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
- 14.2 Except in the proper performance of your duties (or as required by law), you will not, either during your employment or at any time after the termination of your employment , without the prior written approval of the Employer, use Confidential Information for your own benefit or for the benefit of any other person, firm, company or organisation (other than the Employer) or directly or indirectly disclose Confidential Information to any person (other than any person employed by the Employer whose province it is to have access to that Confidential Information).
- 14.3 During your employment you will:
- 14.3.1 use your best endeavours to prevent the unauthorised publication or disclosure by third parties of any Confidential Information; and
- 14.3.2 not make (otherwise than for the benefit of the Employer) any notes, memoranda, records, tape recordings, computer programs, photographs, plans, drawings or any other form of record (whether electronic or paper) relating to any matter within the scope of the business of the Employer or of any Group

Company or concerning any of the dealings or affairs of the Employer or any Group Company.

- 14.4 The restrictions contained in this clause 14 will not apply to any Confidential Information or other information which (otherwise than through your default) becomes available to, or within the knowledge of, the public [generally] or [which becomes out of date], or to information disclosed for the purpose of making in good faith a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996, or to a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010.
- 14.5 On the termination of your employment (or earlier if so requested) you will return to the Employer all reports, manuals, files, disks, records, accounts, documents or other material relating to the Employer (whether or not containing Confidential Information), and any car, keys, swipe cards, laptops, mobiles or Blackberry/PDAs or any other property of or relating to the Employer [or any Group Company] . You further agree to delete any copies (whether electronic or paper) of any documents relating to the business of the Employer (or any Group Company) and not to retain any copies (in any format) of any such document.

## **15 Data protection and monitoring**

- 15.1 You consent to the Employer processing personal data and sensitive personal data (as defined in the Data Protection Act 1998) concerning you in its manual and computerised/automated filing systems internally and, so far as is reasonably necessary, externally, for the purposes of complying with statutory requirements, meeting the

Employer's legitimate interests, properly conducting the Employer's business, complying with the terms of this contract and for all purposes in connection with your employment with the Employer.

15.2 You consent to your personal data and sensitive personal data for the purposes envisaged in clause 15.1 above being transferred to and processed by:

15.2.1 any Group Company and their employees;

15.2.2 professional advisors of the Employer or of the Group;

15.2.3 any third party providing services to the Employer or to the Group for the benefit of its employees;

15.2.4 HM Revenue & Customs or other authorities; and

15.2.5 prospective purchasers of all or any part of the Employer's business in return for suitable confidentiality undertakings regardless of the country to which the data is to be transferred

15.3 [The Employer will take reasonable steps to ensure an adequate level of protection for all personal data and sensitive personal data transferred outside of the European Economic Area.]

15.4 You consent to the Employer monitoring, intercepting, reading and recording your telephone, email and other electronic communications for the purpose of monitoring and recording to establish facts, to establish compliance with regulatory procedures, to prevent or detect crime, to investigate or detect the unauthorised use of the Employer's systems or to ascertain compliance with the Employer's practices or procedures. The

Employer may also monitor and record communications to check that they are relevant to its business.

## **16 Variation**

The Employer reserves the right to make reasonable changes to any of your terms and conditions of employment [subject to prior consultation with you]. Changes to your terms and conditions of employment will be notified to you in writing before the date upon which they come into force.

## **17 Definitions**

17.1 In this Agreement ['Group' will have the meaning attributed to it by s 1261 of the Companies Act 2006 and 'Group Company' will be construed accordingly].

## **18 Entire agreement**

18.1 This contract is the entire agreement between you and the Employer in relation to its subject matter and replaces all previous agreements and arrangements (whether written or oral, express or implied) relating to your employment by the Employer, which will be deemed to have been terminated by mutual consent as from the date of this contract.

18.2 The information contained in this contract contains the particulars required for a written statement under section 1 of the Employment Rights Act 1996. [There are no particulars applicable to your employment relating to (1) non-permanent or fixed-term employment,

(2) collective agreements which directly affect the terms and conditions of your employment, or (3) working outside the United Kingdom for more than one month].

Signed for and on behalf of **[INSERT EMPLOYER NAME]**

.....

DATE:.....

Director/Authorised Signatory

EMPLOYEE:

I agree to the above terms and acknowledge receipt of the information required for a written statement of particulars under the Employment Rights Act 1996.

Signed:

.....

DATE:.....

**[INSERT EMPLOYEE NAME]**