**New co ltd**

**Contract of employment**

**(Incorporating ERA 1996 Terms & Conditions of Employment)**

**BETWEEN**

(1) **EMPLOYER.** \_\_\_\_\_\_\_\_ a company registered in England & Wales under registration number \_\_\_\_\_\_\_whose registered office is at \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “we”, “us” or “the Company”)

(2) **EMPLOYEE.** \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “you”)

This document contains the main terms and conditions of employment which govern your service with the Company and should be read in conjunction with the company Handbook and the documents you signed as a part of your induction process.

Your service with the Company is also subject to the terms contained in any email or letter offering you employment (“the Offer Letter”). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in the Offer Letter will prevail, except where expressly stated to the contrary.

General

The following terms and conditions are given to you in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002, and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.

1. **COMMENCEMENT OF EMPLOYMENT**

1.1 Your employment with the Company will commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1.2 No employment with a previous employer count towards the Employee's period of continuous employment with the Company.

1.3 The first 13 weeks 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 13 weeks. During this probationary period, your performance and suitability for continued employment will be monitored.

2. **JOB TITLE**

2.1 You are employed as \_\_\_\_\_\_\_\_ and report to \_\_\_\_\_\_\_\_\_\_\_\_\_. 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 UK 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 the \_\_\_\_\_\_ site or such other place as we may reasonably determine.

3.2 You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

4. **SALARY**

4.1 Your basic salary is £?? Per Hour/week/month which shall accrue from day to day and be payable 2 Weekly in arrears on or about the last working day of each month directly into your bank or building society account.

4.2 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 \_\_\_\_\_am and \_\_\_\_\_\_pm [Mondays to Fridays inclusive with a lunch break of half an hour. You will be paid for any overtime worked in accordance with the arrangements made and agreed at the time.

5.2 You are required to comply with our rules, policies, and procedures in force from time to time including those explained to you during your induction and those contained in the Staff Handbook, a copy of which has been given to you and which is available at various places throughout the workplace.

6. **HOLIDAYS**

6.1 You are entitled to 28 days' paid holiday during each holiday year on a pro rata basis this includes the usual public holidays and Christmas shutdown. In addition, you are entitled to take a day in lieu where we require you to work on a public holiday. The Company's holiday year runs between 01st April and 31st March. 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 half day.

6.2 You shall give at least 4 weeks' notice of any proposed holiday dates, and these must be agreed by your Line Manager in writing in advance. We may require you to take holiday on specific days as notified to you.

6.3 You cannot carry untaken holiday entitlement forward from one holiday year to the following holiday year unless a period of statutory maternity, paternity or adoption leave has prevented you from taking it in the relevant year or unless agreed with a director.

6.4 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 under clause 6.1 for the holiday year in which termination takes place.

6.5 If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payments due to you one day's pay 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 the central office by calling \_\_\_\_\_\_\_\_\_ of the reason for your absence between the hours of 8am – 9am on the first day of absence, if no answer you are to leave a voice recording ensuring you state your name clearly and the reason you are absent.

7.2 You shall certify your absence in accordance with the Company sickness policy which is available in the Staff Handbook.

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].

7.4 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.

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 one week in the first two years of employment and thereafter one additional 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 United Kingdom.

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. 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 production Director in accordance with our disciplinary procedure.

9.3 We reserve the right to suspend you with pay for the purposes of investigating any allegation of misconduct or neglect against you.

9.4 If you wish to raise a grievance you may apply in writing to \_\_\_\_\_\_ productions Director in accordance with our grievance procedure.

10. **PENSIONS**

10.1 We will comply with the employer auto enrolment pension duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008.

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

11. **COLLECTIVE AGREEMENT**

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

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

12.1 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 within the meaning of section 43A of the Employment Rights Act 1996; 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 uniforms, tools, equipment, 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 \_\_\_\_\_\_\_\_ 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.

Signed:

.....................

For and on behalf of \_\_\_\_\_\_\_\_\_\_\_

......................

\_\_\_\_\_\_\_employee/worker

...............