**Please take the time to read the notes below as it will help you and your business.**

**Got a question? Please email sholborn@iemploy.co**

* When you have filled in this document and handed it to your employee you have complied with the law which requires you to provide all employees with a written statement of the main terms and conditions of their employment within 2 months of starting a new job.
* Most of the details will be self-explanatory and everywhere that it is highlight you will need to add the appropriate information.
* If you have any questions then contact me on sholborn@iemploy.co

**TERMS AND CONDITIONS OF EMPLOYMENT**

**BETWEEN**

1. The [company name/partnership/name of the business/employer], [a company registered in England & Wales under registration number [reg. number] of [street, town]] (hereinafter referred to as “we”, “us” or “the Company”)
2. [full name of employee] (hereinafter referred to as “you”)

**IT IS AGREED** as follows:

1. General

These Terms and Conditions are issued by the Company pursuant to its obligation to provide its employees with a written statement of the main terms and conditions of their employment as required by Section 1 of the Employment Rights Act 1996 and compliant with the Employment Act 2002 and Working Time Regulations 1998.

1. Duties and Job Title
	* 1. You are employed by the Company in the capacity of [job title]. You will be required to undertake such duties and responsibilities as may be determined by the Company from time to time and the company will work on a short job description with you
		2. The Company reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Company’s business.
2. Date of Commencement / Date of Continuous Employment and Notice Period
	* 1. Your employment with the Company began on [day, month, year] and your period of continuous employment with the Company began on that date and no other period of employment counts towards that period.
		2. The first [three months] of your employment will be a probationary period during which your performance will be assessed. The probationary period may be extended at the Company’s discretion. During the probationary period, the full disciplinary and grievance procedure will not apply.

 During the three months probationary period the notice required by either party to this Contract to terminate your employment will be one week.

* + 1. Following the end of the probationary period, your contract of employment may be ended by written notice as follows:

**Notice to be given by the Company:**

|  |  |
| --- | --- |
| **Length of continuous service** | **Minimum period of notice** |
| From 1 month up to 2 years | One week |
| From 2 years up to 12 years | Two weeks and one additional week for each continuous year of employment in excess of two years |
| 12 or more years | 12 weeks |

**Notice to be given to the Employee:**

|  |  |
| --- | --- |
| **Length of continuous service** | **Minimum period of notice** |
| Less than one month | One day |
| One month onwards | One week |

* + 1. We reserve the right in our absolute discretion to pay you salary in lieu of notice.
		2. Nothing in this Contract prevents us from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you.
1. Place of Work
Your place of work is at the Company’s premises at [location] but you may from time to time be required to travel on the business of the Company within the [e.g. Hull and East Riding] Area or to perform your responsibilities and duties at such other place within the United Kingdom as the Company may reasonably request from time to time.
2. Hours of Work
You will normally work 8 hours each week. Your normal working hours are flexible but are initially 8.00 am to 5.00pm Monday to Friday/Sat each week, with a half hour for lunch each day to be taken between the hours of 12.00 and 2.00 along with two ¼ hour breaks The Company reserves the right to alter working hours as necessary in line with the needs of the business.
3. Remuneration
	* 1. Your salary is £ \_\_\_\_\_ per hour, to be paid weekly normally on Friday. Payment will be made by [cash/cheque/bank transfer]. You will be entitled to overtime payment for hours worked outside your normal weekly hours (as specified above).
		2. At the Company’s discretion, your salary will be reviewed annually. You should be aware that a salary review will not necessarily result in a salary increase. There will be no review of your salary after notice has been given by either party to terminate your employment.
		3. The Company is authorised to deduct any sums due to it from your salary.
4. Holidays
	* 1. Your annual holiday entitlement is [insert number of days] (inclusive of [insert number of days] bank and public holidays).
		2. The holiday year commences 1st January and finishes on 31st December.
		3. If your employment commences or finishes part way through the holiday year, your holiday entitlement will be worked out on a pro-rata.
		4. If, on termination of employment:
			+ 1. you have exceeded your prorated holiday entitlement, the Company will deduct a payment in lieu of days holiday taken in excess of your holiday entitlement, and on that basis you authorise the Company to make a deduction from the payment of any final salary.
				2. you have holiday entitlement still owing, the Company may, at its discretion, require you to take your holiday during your notice period or make a payment in lieu of untaken holiday entitlement.
		5. Holidays must be taken at times convenient to the Company. You must obtain approval of proposed holiday dates in advance from The Manager at least four weeks before the intended date required. You will not be allowed to take more than two weeks at any one time, at the Company’s discretion. You must not book holidays until your request for approval has been formally agreed and it is envisaged that no more than [number] staff member will be off at any period.
		6. All holiday must be taken in the year in which it is accrued.
5. Sickness Absence
	* 1. In the event of your absence for any reason, you or someone on your behalf, should contact The Manager at the earliest opportunity on the first day of the absence to inform him/her of the reason for absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.
		2. A self-certification form should be completed for absences of up to seven days. The form will be supplied to you.
		3. For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work (‘Fit Note’) / Medical Certificate and send this to The Manager. A new Fit Note / Medical Certificate should be sent periodically as required by the Company.
		4. If you are absent for four or more days by reason of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP), provided that you have met the requirements above. For the purposes of the SSP scheme the ‘qualifying days’ are Monday to Friday. There is no contractual right to payment in respect of periods of absence due to sickness or incapacity. Any such payments are at the discretion of the Company.
		5. The Company has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.
		6. The Company may require you to undergo a medical examination by a medical practitioner nominated by us at any stage of your employment, and you agree to authorise such medical practitioner to prepare a medical report detailing the results of the examination, which you agree may be disclosed to the Company. The Company will bear the cost of such medical examination. Such an examination will only be requested by the Company where it is reasonable to do so.
6. Pension
	* 1. There are no pension arrangements applicable to your employment.
		2. A contracting out certificate is not in force.
7. Non – Compulsory Retirement

The Company does not operate a normal retirement age and so you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided you give the Company the required period of notice of termination of your employment.

1. Restrictions and Confidentiality
	* 1. You may not, without the prior written consent of the Company, devote any time to any business other than the business of the Company or to any public or charitable duty or endeavour during your normal hours of work.
		2. You will not at any time either during your employment or afterwards use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company, details of which are not in the public domain.
2. Collective Agreements

There are no collective agreements relevant to your employment.

1. Grievance Procedure

The formal grievance procedure policy is available on request from The Manager. This policy does not form part of your terms and conditions of employment.

1. Disciplinary Procedure

The disciplinary rules applicable to your employment are set out in the attached Disciplinary Rules and Procedure. This policy does not form part of your terms and conditions of employment.

1. Data Protection

You agree to the Company holding and processing, both electronically and manually, personal data about you (including sensitive personal data as defined in the Data Protection Act 1998) for the operations, management, security or administration of the Company and for the purpose of complying with applicable laws, regulations and procedures.

1. Changes to Terms and Conditions of Employment

The Company may amend, vary or terminate the terms and conditions in this document and any such change will be notified to you personally in writing or, when generally applied, by notice.

1. Severability

The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

1. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

Issued for and on behalf of [company name]:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name Date

I confirm my agreement that the above terms and conditions constitute my contract of employment.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name Date