



Contract of Employment

Includes Statutory Statement of Employment in accordance with the provisions of the Employment Rights Act 1996

- **this supersedes any and all previous agreements**
- **please read the detail very carefully**

employer: ("the Company")
and
employee: (Name) and (Address)

1. Commencement of employment

Your employment with the Company commenced on **. Any employment prior to this date does not count as part of your continuous period of employment for statutory employment rights.

2. Job title and location

Your job title is **. It is the express condition of your employment that you will do whatever work is necessary in order to promote the business of the Company, whether or not such work is within the scope of your position and job description.

Your position is based at xxx.

Your position may involve working at such other place of employment in the service of the xxx as required.

3. Salary

Your current salary is **£** per annum / £** per month**. Your salary is payable monthly on the 28th day of each month. When the 28th day of the month falls on a weekend or bank holiday, salaries will be paid on the preceding Friday. Any changes or amendments to your basic salary will be confirmed to you in writing within one month of them occurring. Your monthly salary will be paid on a pro-rata basis for the first and last month of your employment at the xxx where appropriate.

Payment of your salary will be direct into your bank or building society by electronic transfer. For the purposes of the Employment Rights Act 1996, you hereby authorise the company to deduct from your salary any amounts, which are owed by you to the Company, including any overpayments, loans or advances made to you by the Company.

4. Hours of work

Your standard working week is xx hours, excluding breaks. It is a condition of your employment that you work flexibly in accordance with the Company working

arrangements. The Company reserves the right to alter the shifts you work (using your standard working hours as the basis) from time to time with due notice.

5. Holiday, public holidays and holiday pay

You are entitled to xx working days' holiday, in each annual leave year, which runs from x to y. Holiday entitlement is allocated proportionate to the number of completed calendar months of service, in the starting and finishing years of your employment.

Your basic holiday entitlement will increase by 1 working day's additional leave, for each year of continuous service, until you reach a maximum basic holiday entitlement of xx days. You will be eligible for each additional day at the beginning of each holiday year. You will be paid at your full basic rate, in the usual fashion when taking holiday.

As at ** your holiday entitlement is ** **days** until the end of the current annual leave year.

In addition to your basic holiday entitlement, the Company recognises eight public holidays, which shall be treated as paid holidays.

The following guidelines will apply in relation to holidays. These may be revised from time to time in accordance with the needs of the business:

Should the Company close down over the Christmas and New Year period you are required to retain sufficient holiday from your annual entitlement to cover the Company's shut down period. Shut down periods will be made known to you, each year prior to the commencement of the new holiday year.

All holiday must be authorised in advance, by your line manager, using the company process.

You will be entitled to payment for accrued holidays on termination of employment, but in no other instance, you must make every effort to use your full holiday entitlement.

6. Sickness or injury

Your entitlement to sickness allowance is subject to compliance with the Company's procedures for reporting absence and for observing the other requirements of its sick pay scheme as set out in the absence policy.

You are entitled to receive Company sick pay for the following periods:

The company reserves the right to withhold sickness payments from any employee whose level of sickness causes concern to management in terms of total days absent, number or pattern of incidents or reasonable grounds for considering that sick pay scheme is being abused.

7. Pension

The normal retirement age of the company is 65. Full details of the pension provision in operation in the company are available from xx.

8. Disciplinary policy

The Company operate a Disciplinary Policy. Please refer to the Employee Handbook for the complete policy. If you are involved in disciplinary action it will be confirmed that you have access to a copy of the complete policy. The Company may revise the policy from time to time in accordance with the needs of the business. For further information please contact xx.

9. Grievance procedure

Where you have a grievance relating to any aspect of your employment, you should refer the matter in the first instance to your immediate department manager in accordance with the Company Grievance Policy. The Company may revise the policy from time to time in accordance with the needs of the business. For further information please contact the xx

10. Confidentiality

In the course of your employment, you will be exposed to information about the business of the Company, its suppliers and customers, which is confidential and commercially sensitive. The following clause is necessary and reasonable to protect the legitimate business interests of the company.

You must not whether during or after your employment, except as required to undertake your duties as an employee, reveal or make use of any confidential information concerning the company. Confidential information means information relating to customers, plans and procedures, financial or other business strategies.

11. Outside interests

You are required to devote the whole of your working time to the business of the Company, and you will not engage in any other business or take up any other additional appointment without the express written consent of the Chief Executive. These rules apply equally to activities already being undertaken at the time of appointment and to future activities.

12. Notice

During your probationary period, should you wish to terminate your employment you will be required to give one week's notice. The company is also required to give one week's notice during this time. Once you have successfully completed your probationary period your employment may be terminated by the Employer by notice in writing of one week for each complete year of employment, subject to a maximum of twelve weeks and a minimum of four weeks. You may terminate your employment by one calendar month's notice. By mutual agreement this notice period may be waived. No notice is required when attaining normal retirement age for the Company.

13. Payment in lieu of notice

Your appointment may be terminated as follows:

By the Company with immediate effect by giving your salary and a genuine estimate of other benefits which you would have received during your period of notice (or any unexpired period of that notice if notice has already been given). If the Company terminates the appointment without notice or without full notice and without payment, you agree to use reasonable endeavours to mitigate your loss arising from the Company's breach. If your employment is terminated due to gross misconduct there is no entitlement to notice payments.

14. Right to hold personal data

As part of your conditions of employment, you give the Company permission to collect, retain and process information about you, such as age, sex and ethnic origin. This information will be used by the Company to monitor the Company's compliance with the law and best practice in terms of equal opportunities and non-discrimination. Should your personal circumstances change, you must notify the Company immediately.

15. Return of company property

At the request of the company, on termination of your employment (however it arises) you shall return to the company all keys, security passes, and all other property of the company within your possession.

16. Right to vary contract

The company reserves the right to change at its discretion, subject to the needs of the business and to the requirements of current employment legislation, any aspects of these terms and conditions. Terms may be varied with agreement of all parties. All changes will be confirmed to you in writing within one month of them occurring.

Signed on behalf of xxx

Chief Executive

I accept the terms and conditions of my employment as set out in this statement.

Signed.....

Name.....

Date.....