



SPECIMEN CONTRACT OF EMPLOYMENT

Between (*name of Company*) Limited and (*name of employee*) meeting the requirements of section 1 of the Employment Rights Act 1996 (as amended).

This Agreement is made between (*name of Company*) Limited ('the Company') and you. It supersedes any earlier written or oral arrangement between you and the Company.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

1 JOB TITLE AND PLACE OF WORK

1.1 The Company will employ you as a (*job title*). Your duties will be set out in your job description. 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.

1.2 Your normal place of work will be (*address*). However, we reserve the right to require you to work at any Company or client location as far as reasonably possible either on a temporary or permanent basis, depending on future business needs.

2 START OF EMPLOYMENT

2.1 Your employment with the Company started on (*date*). (No period of employment with a previous employer counts towards your period of continuous employment.) (*or*) (*where the business was acquired as a going concern under the TUPE Regulations or the old employer was an associated employer*: Your period of employment with (*name of old employer*) which began on (*date*) counts as part of your continuous period of employment with the Company.)

3 PROBATIONARY PERIOD

3.1 The first (*number*) months of your employment will be a probationary period during which time your performance and conduct will be monitored and appraised. On or before the end of that period. If the Company is satisfied with your performance, you will be sent confirmation of this in writing.

3.2 The Company reserves the right to extend your probationary period if it considers it appropriate to do so. In such circumstances, you will attend a meeting at which we would discuss the extension and reasons for our decision and you will be notified in writing as to the fact and reasons why your probationary period is being extended.

3.3 Your employment may be terminated if you are found for any reason whatsoever to be incapable of carrying out, or otherwise unsuitable for, your job.

4 NOTICE

4.1 During any probationary period, your employment may be ended either by you giving the Company or by the Company giving you one week's written notice.

4.2 After the successful completion of any probationary period, your employment may be ended by you giving the Company (one month's) written notice. The Company will give you (one month's) written notice and after 4 years service a further one week's notice for each additional complete year of service up to a maximum of 12 weeks' notice.

***Note:** under the terms of the contract, you may instead opt to provide that you need only give the statutory minimum periods of notice to an employee, which is one week's notice between one month's and two years' service and then a further one week's notice for each additional complete year of service up to a maximum of 12 weeks. The statutory minimum notice to be given by an employee is one week irrespective of their length of employment. In this event, you would substitute Clauses 4.1 and 4.2 above with the following:*

4.3 The Company will not be obliged to provide you with work at any time after notice of termination shall have been given by either party and the Company may, in its absolute discretion, pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax and applicable national insurance contributions).

4.4 If you leave without giving the proper period of notice or leave during your notice period without permission, the Company shall be entitled as a result of your agreement to the terms of this contract to deduct a day's pay for each day not worked during the notice period, provided always that the Company will not deduct a sum in excess of the actual loss suffered by it as a result of your leaving without notice and any sum so deducted will be in full and final settlement of the Company's claim for your breach of contract. This deduction may be made from any final payment of salary which the Company may be due to make to you. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of your leaving without notice. It is not intended to act as a penalty upon termination.

5 HOURS OF WORK AND OVERTIME

5.1 The Company's normal hours of work are from *(time)* until *(time)* on *(day)* to *(day)* with *(duration)* break for lunch. These hours will be your normal hours of work unless otherwise agreed between you and the Company. You may be required to work such additional hours as are reasonably necessary for the proper performance of your duties. (No extra payment will be made for any additional hours worked, unless expressly authorised by your line manager.) *(or)* (Any overtime worked by you

at the request of the Company will be paid at (the rate of £(*amount*) per hour) (*or*) (*number*) times your normal hourly rate).

6 SALARY

6.1 Your salary will be £(*insert details*) per (*hour/day/week/annum*) payable in equal (*monthly/weekly*) instalments in arrears on or before the last working day of each (*month/week*) for the (*month/week*) up to and including that day. Payment will be made (by direct credit transfer to a bank or building society account nominated by you) (*or*) (by cheque made payable to you).

6.2 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 salary after notice has been given by either party to terminate your employment..

6.3 In addition to your remuneration, you will be reimbursed all reasonable expenses, properly, wholly and exclusively incurred by you and authorised by your line manager in the discharge of your duties under this contract upon production of receipts or other evidence for them as the Company may reasonably require.

7 REVIEW OF PERFORMANCE

7.1 A performance review will be carried out in relation to you at least once in each year. The timing of that review will vary depending upon your job and, in any event, is in the discretion of the Company. Details of any review procedures relating to you will be given to you and you are required to comply with them at the time of any review of you in order to assist in making the process worthwhile.

7.2 Your performance will also be reviewed, independently of the annual review process, during and at the end of the probationary period.

8 HOLIDAY

8.1 The Company's holiday year is from (*date*) to (*date*). (In addition to paid holiday on all statutory and other public holidays,) you will be entitled to (*number*) days' holiday in each holiday year throughout which you are employed by the Company (*or*) (which includes statutory and other public holidays (and any period during which the Company closes down for Christmas and the New Year)). You will accrue holiday at the rate of (*number*) days per calendar month from your first day of employment with the Company.

8.2 The Company will operate a system that you must follow for obtaining prior approval for holiday plans. Details of that system and of any changes to it from time to time will be made known to you. The Company will try to co-operate with your holiday plans wherever possible subject to the requirements of the Company. However, you must not book holidays until your request has been formally authorised in writing by your line manager.

8.3 You must use all of your holiday entitlement by the last day of each holiday year and, unless there are exceptional circumstances, you may not carry your holiday entitlement forward into the next holiday year. Holiday entitlement not used by the correct date will usually be lost and under no circumstances will payment be made for holiday entitlement that is lost through not being exercised by the correct date.

8.4 No more than two weeks' holiday may be taken at any one time without the prior written agreement of your line manager. (*Amount*) notice must be given by you of the proposed date of commencement of any holiday.

8.5 In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed (to the nearest half-day and assuming that holiday entitlement accrues at an even rate from day to day).

8.6 Subject to clause 8.1, on termination of your employment, holiday pay will be given for earned and unused days of holiday entitlement in that year. If, on termination, you have taken more holiday than you have earned in that year, the Company shall be entitled as a result of your agreement to the terms of this contract to deduct the value of the unearned holiday from any final payment of salary made to you. Holiday pay will be at a rate derived from annual salary accruing at (*number*) days per month.

8.7 Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Company may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity. You have no contractual right to reimbursement and before considering whether reimbursement is appropriate in the circumstances, you must deliver to the Company a relevant medical certificate covering the period of incapacity.

9 COMPASSIONATE LEAVE AND TIME OFF FOR FAMILY EMERGENCIES

9.1 The Company will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your line manager and that person will consider your request. There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Company.

10 SICK PAY

10.1 You are entitled to Statutory Sick Pay ('SSP') during periods of sickness absence provided that you satisfy the relevant requirements; and you comply with our notification procedures regarding sick leave. Your qualifying days for SSP purposes are (*Monday to Friday*). Any payment over and above SSP will be made at the absolute discretion of the Company.

11 REPORTING SICKNESS ABSENCE

11.1 On the first day of any sickness absence you must ensure that your line manager is informed by telephone of your sickness at the earliest possible opportunity. You should also give details of the nature of your illness and the day on which you expect to return to work. You must inform the Company as soon as possible of any change in the date of your anticipated return to work.

11.2 Sickness absence of up to and including seven consecutive days must be fully supported by a self-certificate and thereafter by one or more doctor's certificates provided to the Company at intervals of no more than seven days during the period of sickness absence.

11.3 You must inform your line manager on the first day of your return to work after a period of sickness absence and complete a self-certificate form if applicable. Self-certification forms are available from *(name)*.

12 MEDICAL EXAMINATIONS

12.1 The Company may require you to undergo a medical examination by a medical practitioner nominated by it at any stage of your employment. The cost of any such examination or examinations will be met by the Company and you will co-operate in the disclosure of all results and reports to the Company. The Company will only request such an examination where reasonable to do so.

13 PENSION

13.1 The Company will comply with the employer pension duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008.

14 COLLECTIVE AGREEMENTS AND PERIODS OUT OF THE U.K.

14.1 There are no collective agreements that directly affect the terms of your employment.

14.2 You will not be expected to work outside the United Kingdom for one month or more.

15 DISCIPLINARY & GRIEVANCE PROCEDURE

15.1 The Company's disciplinary and grievance procedures applicable to your employment, are contained in the staff handbook. These procedures do not form part of your contract of employment.

16 EQUAL OPPORTUNITIES

16.1 It is the Company's policy to provide employment, compensation, training, promotions and other conditions of employment without regard to race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, marital status and/or disability unrelated to an individual's ability to perform essential job functions. It is also the Company's policy to conform to all employment standards required by law.

17 LAY-OFFS

17.1 There may be circumstances outside our control which require us to work reduced hours in order to avoid redundancies. The Company reserves the right to introduce short-time working and to reduce pay for a limited period of time. If this becomes necessary, statutory guarantee payments will be paid in accordance with current legislation. As an alternative to lay-offs, we may require you to take some or all of your unused, accrued holiday entitlement.

18 RESTRICTIONS

18.1 During your normal hours of work 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.

18.2 During the period of your employment you will not, without the prior written consent of the Company, undertake any work or other activity which may prejudicially affect your ability properly and efficiently to discharge your duties and responsibilities. The decision as to whether or not an activity would have a prejudicial effect shall be in the absolute discretion of the Company.

18.3 You will not at any time either during your employment or afterwards, to the detriment or prejudice of the Company or the Company's customers, 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, or such confidential information or trade secrets relating to the business of any customer of the Company which have come to your knowledge during your employment.

19 DELIVERY UP OF DOCUMENTS

19.1 Upon the termination of your employment under this contract for whatsoever cause, you shall forthwith deliver up to the Company all keys and any swipe cards, credit cards, computer hardware or software, books, documents, account records and any other papers which may be in your possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by you. You shall then (if required by the Company) make a declaration that the whole of the provisions of this Clause have been complied with.

20 DEBTS AND OVERPAYMENTS

20.1 If, on the termination of your employment, you owe the Company money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Company shall be entitled as a result of your agreement to the terms of this contract to deduct the amount of your indebtedness to it from any final payment of salary which it may be due to make to you.

I hereby confirm that I have read, understood and accept the above contract of employment. I undertake to observe the terms and conditions of employment contained therein.

.....
(Name of employee)

.....
For and on behalf of the Company

Date:

Date:

This contract of employment is intended only as a guide and is not to be regarded as a definitive contract.