**CONTRACT OF EMPLOYMENT**

**DATE OF AGREEMENT** ………………………………………………………………….

BETWEEN:

1. [NAME OF EMPLOYER ] of [POSTAL or REG OFFICE ADDRESS]; and
2. [NAME OF EMPLOYEE] of [POSTAL ADDRESS].

# JOB TITLE/DUTIES

## You are employed as [TITLE]. Your duties are those which normally go with this job title or such other duties as we may reasonably require of you.

# COMMENCEMENT & HOURS OF WORK

## Your start date is [DATE]. The beginning of your continuous employment is [DATE].]

## Your employment is subject to your ongoing entitlement to work in the UK.

## Your usual hours of work will be […..] hours per week from [ ] to [ ].

# PLACE OF WORK

## Your usual place of work will be […..]. You may be required to travel in the course of your duties in the UK and abroad.

# PAY

## You will be paid at the rate of £[…..] per week/hour/month (less tax and NI) payable monthly/weekly]in arrears. Overtime will/will not be paid.

# HOLIDAYS

## You will be entitled to 5.6 weeks' paid annual holiday in each holiday year.

## The holiday year is the calendar year. Holidays are to be taken at times to be agreed or as directed by us.

## The 5.6 weeks' paid annual holiday includes entitlement to bank holiday. You have no express right to take the time off on any particular bank holiday.

## On termination of your employment, you will be paid for any untaken accrued but untaken bank holidays and holiday.

# SICKNESS

## If you are absent from work because of sickness or injury, you should inform us as soon as possible on the first day of absence.

## Payment for absence due to sickness or injury is at normal SSP rate. Any payments beyond this are at our absolute discretion.

# TERMINATION

## You can terminate your employment by giving us […..] weeks notice in writing. We can terminate your employment in the first year upon one week’s notice and thereafter one week’s notice for each completed year of continuous service up to a maximum of 12 weeks.

# [RETIREMENT

## The company reserves the right to terminate your employment when you reach such age as may from time to time be determined by the company as the normal retirement age.

## **OR**

## The normal retirement age for this position is [x] ]

## *Note to Employer (to be removed on issuing contract): The default retirement age legislation has been phased out and it is now only possible to retire employees where you have a justifiable business case for this (see TBA fact sheet on retirement).*

## *The clauses above are optional insertions and can be deleted entirely. You should only use one of the clauses if you have a business case for continuing with a retirement age in your business (option 8.2)* ***or*** *want to maintain flexibility so that you can introduce such a policy in the future (option 8.1). You do not have to use either clause and should not use both clauses.*

## *In either case, this should only be relied upon if you have a justifiable business case for setting a retirement age. Legal advice should be taken as to whether you have such a case to introduce or maintain such a policy and before carrying out any such dismissals.*

#

# GDPR Privacy Notice

## We will collect and process information relating to you in accordance with the privacy notice which has been provided. You are required to sign and date the privacy notice, and return to [ ].

## [You shall comply with the Employer’s Data Protection and Access to information policy when handling personal data in the course of employment, including personal data relating to any employee, customer, client, supplier, or agent of the Employer. You will also comply with the Employer’s Computer, Email and internet use policy and any social media policy]

## [Failure to comply with the Employer’s Data Protection and Access to information policy or any of the policies listed above may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.]

# PENSION

## We will comply with our statutory obligations in respect of pensions.

# COLLECTIVE AGREEMENTS

## Your employment is not subject to any collective agreements.

# DISCIPLINE AND GRIEVANCE

## Our procedures for discipline and grievance are available from [the office]. If you have a grievance about your employment you should raise it in writing with [ ]. If you are dissatisfied with any disciplinary decision which affects you, you should apply in the first instance by writing to [ ]. Subsequent steps in our disciplinary and grievance procedures are set out in our Policy, which is available from the office. These procedures are not contractual.

## Any failure to obey health and safety rules will amount to a serious disciplinary offence.

# DEDUCTIONS

## We may deduct from your pay any money, which you owe to us, including any overpayment made to you.

# OUR PROPERTY

## When we ask you to do so and in any event when your employment ends, you must return to us immediately all property belonging to us or in our care including (without limitation) all keys, security tags & documents.

# OTHER WORK

## You must not work directly or indirectly for anyone else or for yourself during your employment unless you have our written agreement to do so.

###### I confirm that I have read and agreed the above terms and conditions.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed: |  | Dated: |  |

On behalf of THE EMPLOYER

I agree to the above terms and conditions.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed: |  | Dated: |  |

EMPLOYEE