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## CONTRACT OF EMPLOYMENT

**THIS AGREEMENT** is made on the *[insert day]* day of *[insert month] [insert year]*

**BETWEEN:**

(the "employer")

**And**

*[Insert employee's name and address],* (the "employee")

**WHEREBY IT IS AGREED** as follows:

1. **Interpretation**

Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

1. **Period of Service**

The employee's period of service commenced on the *[insert day]* day of *[insert month] [insert year].* No employment with a previous employer shall count as part of the period of continuous service.

1. **Job Title and Description**

The employee will be employed by the employer in the position of *[Insert employee's job title].* The employee’s job description and duties will consist of the following, *[Insert a full description of the employee’s job and duties].* These duties may change and develop over time. Therefore the employer reserves the right, upon giving reasonable notice, to require the employee to perform other duties within the employee’s capability.

1. **Place of Work**

The employee shall work at the employer's offices at and at such other places as the satisfactory discharge of his duties shall require and shall if required temporarily assist at any other office held by the employer now or in the future.

1. **Hours of Work**

The employee's normal hours of work and the time allowed for lunch or break periods shall be as per Schedule 1. In addition the employee shall on reasonable prior request by the employer be required to work such hours outside his normal working hours, as the employer considers necessary to meet the needs of the business with no entitlement to additional payment unless otherwise agreed. For the avoidance of doubt, the employee shall not be required to work in excess of the working week as set out in the Working Time Regulations 1998 (as amended), unless agreed in writing that this limit should not apply.

1. **Probationary Period**

The employee shall work for a trial period of *[Insert length of trial period, e.g. three months]* and this shall be the probationary period. The employment may be terminated by the employee or employer on *[Insert amount of notice, e.g. one week]* notice in writing at any time during or at the immediate end of the probationary period or by payment in lieu of notice. If the employer deems it appropriate this probationary period may be extended by giving notice to the employee in writing.

1. **Salary and benefits**

**7.1** The employer shall pay the employee a gross salary of *[Insert amount in words and numbers, e.g. £20,000, Twenty Thousand Pounds]* per year paid monthly in arrearson *the last working day of every month]* and subject to review according to a satisfactory review as set out in clause 8 below. There is however no contractual entitlement to any increase in the employee’s basic salary. Any changes to salary will be notified to the employee in writing.

* 1. An itemised pay statement of the employee's earnings and deductions will be given at the time of payment.
	2. During his employment the employee is entitled to receive the benefits set out at schedule 2. *[list any at schedule 2]*
1. **Review**

The employer will review the employee after the first *[three months]* of his employment and then every twelve months thereafter.

1. **Deductions**

The employer reserves the right to make deductions from the employee's salary as follows:

**9.1** Where the employer has overpaid the employee for any reason.

**9.2** Where the employer suffers loss by failure of the employee to follow instructions or exercise diligence.

**9.3** If the employee causes damage to the employer's property the value of replacement or repair shall be deducted.

**9.4** If the employee leaves the employer's employment without giving the required notice the value of the employee’s pay for the notice period will be deducted.

**9.5** If the employee enters the employer in to any contract without authority the value of any loss will be deducted.

**9.6** When the employee leaves the employer they will deduct any overpayments, advances and holiday pay taken in excess of the employees pro rata allowance.

1. **Expenses**

Upon being presented with proof of payment of the employee's expenses incurred by him in performing his duties the employer shall reimburse the amount of these expenses to him at the end of eachmonth. The employer will meet legitimate, justified and reasonable expenses incurred by the employee performing his duties.

1. **Holidays**

**11.1** The holiday year shall run from 1 January to 31 December each year.

The employee shall be entitled every year to the following paid holiday:

**11.2** *[Insert days, note the statutory minimum is twenty-eight days for those working a 5-day week, pro-rata if work less]* days holiday per annum to be taken pro-rata with dates to be agreed between the employer and the employee prior to such holidays being taken.

**11.3**

Bank and public holidays will be (included) excluded (select) from the calculation of the employee’s holiday entitlement.

**11.4** Holidays are to be taken at such times as may be agreed with the employer.

**11.5** The employer may at its discretion refuse to allow the employee to take any outstanding holiday entitlement during any period of notice in order to affect a smooth handover or to finish outstanding work. The employee in those circumstances will be entitled to payment in lieu of any unused holiday entitlement.

**11.6** On termination of the employment the employee will be entitled to a pro rata payment in lieu of any unused holiday entitlement. The employer reserves the right to deduct payment for holiday taken in excess of holiday entitlement from the final payment of salary made to the employee in accordance with clause 9.6.

1. **Sickness and Disability**

**12.1** If and whenever the employee is incapable through illness or accident of performing his duties (absence) he shall after seven days of absenting himself from his employment obtain a doctor’s fit note for each week that he is absent.

**12.2** The employee or someone on the employee's behalf shall inform *[Insert name of person to be informed]* of the reason for their absence as soon as possible, but in any event not later than 10 a.m. on the same working day.

**12.3**

During such absence the employee shall only be entitled to receive the amount of any statutory sick pay to which they are entitled under the Social Security Contributions Act 1992 (as amended).

**12.4** For the purposes of calculation of statutory sick pay the qualifying days will be the normal workplace working week.

**12.5** Entitlement to payment is subject to notification of absence and subsequent production of a doctor’s fit note as referred to above.

**12.6** The terms of the employer’s sickness and absence policy in the employer’s handbook shall apply.

1. **Pension**

This employment carries pension rights under the employer's stakeholder’s pension scheme, details of which can be found within the staff handbook.

1. **Notice to terminate**

**14.1** Up to 3 months’ of service the employer will give one week’s notice to the employee.

**14.2** Thereafter the employer will give *[Insert length of notice period, e.g. from one week to six months]* notice except in the event of dismissal for gross misconduct whereby the employer has the right to dismiss immediately. Gross misconduct shall be taken to include (but not restricted to) the following:

**a)** Theft or attempted theft from either the employer or the employer's clients, customers or any of the employer's employees.

**b)** Fraud.

**c)** Causing malicious injury or maiming to the employer's clients, customers or employees.

**d)** Rude offensive and threatening behaviour to the employer's, clients, customers or employees.

**e)** Malicious damage to property.

**f)** Any act deemed by the employer to be a breach of confidentiality.

**g)** Negligence resulting in serious loss, damage or injury to the employer, the employer's clients, customers or employees.

**h)** Serious breaches of Health and Safety regulations and serious breaches of procedures and policies contained in the employee handbook.

**14.3** The employee shall at all-times give *[Insert length of notice period, e.g. from one week to six months]* prior notice to the employer if leaving the employment of his own volition.

**14.4** Without prejudice to this clause 14 the employer reserves the right to terminate the employment by paying the employee in lieu of notice or any part thereof.

**14.5** If the employer requires the employee to remain away from the workplace during the employee’s notice period, the employee will be required to comply with any conditions laid down by the employer and whilst on full pay they will not be permitted to work for any other person, firm client or corporation during that time without the employer’s permission.

**14.6** Upon termination the employee will promptly return to the company any company property or any property belonging to a third party which is held by the employee on behalf of the company, including but not limited to, keys, credit cards, cars, equipment, paper, disks, computer programs and all copies of the same.

**15. Restrictive Covenants**

**15.1** The employee shall not during the period of employment or after his employment has terminated use or disclose or permit to be disclosed without the prior consent of the employer any confidential information, trade secrets or proprietary data concerning the practice, business dealings or affairs of the employer or any of the employer's clients which may come to his knowledge by reason of his employment.

**a)** Confidential information or trade secrets shall consist of but not necessarily be limited to: Technical, commercial, financial, operational, marketing or promotional information.

**b)** Proprietary data shall consist of but not necessarily be limited to: Customer lists, pricing data, sources of supply, financial, production or marketing data or merchandising systems and plans.

**15.3** The employee shall not on his own behalf or as the employee or agent of any other persons for the period of *[12 months]* following the date of termination of his employment hereunder:

**b)** Offer employment or seek to entice away any employee of the employer from the employment of the employer.

**c)** Solicit within the UK instructions from any persons, employer or corporation who are or were a client of the employer during the period of *[12 months]* prior to the termination of the employee's employment.

**15.4** The employee shall not for a period of *[12 months]* following the termination of his employment, howsoever arising, enter into partnership, employment or other arrangements with any person who was in the *[12 months]* prior to such termination in the employ of the employer.

**15.5** Reference to clients in this clause 15 shall not include any relative of the employee or any company wholly controlled by such relative or any person who was a personal friend of the employee prior to the commencement of the employment hereunder or any company, employer or corporation wholly controlled by such a personal friend.

**15.6** The employee acknowledges that any breach or violation of this Agreement is likely to cause loss or damage to the employer and in that event the employer shall be entitled to apply for injunctive relief or claim damages in addition to any other available remedies.

**16. Grievance Procedure**

The grievance procedure is as set out in the employer’s handbook, a copy of which will be supplied to the employee on request.

**17. Disciplinary Procedure**

The disciplinary procedure is as set out in the employer’s handbook, a copy of which will be supplied to the employee on request.

**18. Policies**

The employee is required to comply with any policies that the company may issue from time to time. Such policies will be contained in the company handbooks, which may be issued from time to time. Should there be any conflict between the provisions of this agreement and those in any company handbooks, the provisions of this agreement and any variation thereto will prevail.

**19. Severability**

It is hereby declared that the foregoing paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

**20. Entire agreement**

This Agreement sets out the entire Agreement and understanding of the parties and is in substitution of any previous written or oral agreements between the employer and the employee.

**21. Jurisdiction**

This Agreement shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

**SIGNED (for and on behalf of)**

**By:**

**Signature:**

**Position:**

**SIGNED by the employee (print name):**

**Signature:**