[Your company]

[Your address]

[Other information]

Incorporating statement of terms of employment under section 1
of the Employment Rights Act 1996

Contract of employment

[Your Company]

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**Welcome**:

Welcome to **[Your company]**. Below, we have set out the primary terms of your employment. These terms are subject to the more detailed terms that follow, which together constitute your contract of employment with [Your company] and supersede all and any previous contracts.

You should read these terms and conditions carefully and only sign this contract if you are happy to be bound by the terms below.

If you have any questions about this contract, please address these in the first instance to [Details of contact].

Employment Particulars

|  |  |
| --- | --- |
| Employee Name |  |
| Start Date |  |
| Job Title |  |
| Contract Type | Full time / part time / zero hours |
| Working Hours |  |
| Break entitlements |  |
| Salary | £[details] the Company reserves the right in certain circumstances to make deductions from your salary |
| Discretionary bonus |  |
| Line Manager |  |
| Holiday entitlement  | XX days holiday plus bank / public holidays, strictly to be taken at dates agreed with the Company and subject to the booking rules |
| Sick pay provisions | As per clause 11(i) |
| Notice given by you to end contract |  |
| Pension provisions | Statutory enrolment scheme only |
| Confidentiality | Your attention is particularly drawn to clause 15, relating to confidential information. Technical data and know-how belongs to the Company, not any employee of the Company  |
| Restrictive covenants | This contracts restricts (to a limited degree) what you can do after your employment ends – see clause 22 |
| Variation | This contract may be varied by us following consultation with you – see clause 25 |

# The Parties to this Contract

(a) **Employee**:

The Employee whose details appear in the Employment Particulars

(b) **Employer**:

 [Your company]a company registered in England whose registered office is at [Your registered address] (“the Company”, “we”, “us” etc)

# Start Date, Term and Probation

(a) Your employment with the Company **started** on the date set out in the Employment Particulars, which is also the date upon which your period of continuous employment commenced.

(b) No employment with a previous employer counts as continuous employment.

(c) This contract will continue until terminated by either party in accordance with clauses 12 or 13 below.

(d) No terms are, or can be, incorporated into this contract by custom and practice.

(e) The first **six months** of your employment with us will be a **probationary period**. We may decide to extend that by up to a further six months.

(f) During your probationary period, the following **conditions** will apply:

(i) Your probation will be governed by these clauses [and our Probation Policy], as amended from time to time;

(ii) At any time before your probationary period has been deemed by us to be completed, either you or we may bring your employment to an end on **one week’s notice** (unless termination without notice is appropriate). We may decide to pay you in lieu of notice; and

(iii) We will write to you at or around the end of your probationary period to tell you if your probation has been successful or not. You will not be deemed to have passed your probation until you have received our letter confirming that.

(f) [Your employment may be transferred by us on reasonable notice to any Group Company, or organisation within our Group, or otherwise under our control. In such a case, your continuity of employment will be persevered, and this contract will apply as if references to “the Company” were replaced with your new employer.]

# Job Title and Duties

(a) Your initial job title is set out in the Employment Particulars.

(b) You agree to carry out all tasks that are within your capabilities and which have been assigned to you by the Company from time to time. Your role may evolve over time. Where this happens, you will be consulted appropriately, but it is within our discretion to **alter** your job title and duties as we consider necessary or desirable from time to time.

# Warranties

(a) Warranties are **legally binding promises** that you make to us. We may use the word “warranty” and “undertaking” interchangeably. They are very important. You should read them carefully and only sign this contract if you are happy to agree to these important terms. Breach of the warranties below may lead to disciplinary proceedings and may lead to instant dismissal.

(b) You undertake to advise us immediately if you receive a **criminal conviction** (other than a minor motoring offense) whilst employed by us.

(c) By signing this agreement, you are confirming that there is nothing preventing you from becoming employed by us. In particular, you warrant that you are **entitled to work in the UK** without additional approvals and that you will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company. You must fully cooperate with us in this regard, and provide any information and documentation in connection with your right to work in the UK that we reasonably request.

(d) You warrant that there is **no restriction or prohibition** (including in any other contract) on your ability to work for us in the way and on the terms set out in this agreement.

(e) ***Specific warranties***: During your employment, **you will**:

1. **obey all lawful directions** or instructions from time to time given to your manager, the Company or any other authorised person;
2. fully and diligently comply with the Company’s (non-contractual) **rules**, **regulations and policies** from time to time in force;
3. use your best endeavours to **promote**, **develop and protect** the business, interests and reputation of the Company;
4. notify the Company if you become aware of any **conflict** between your personal interests and the interests of the Company and seek to manage such conflicts in such way as the Company shall reasonably direct from time to time;
5. not make any **secret profit**, or other benefit from any transaction, instruction, interaction or business of the Company in respect of which you have had involvement, other than the benefits set out in this Contract or otherwise agreed by the Company from time to time;
6. carry out your duties professionally and with **all due care, attention and skill** and in the best interests of the Company at all times;
7. **support your colleagues**, particularly those who are more junior than you;
8. diligently complete all **training** and professional development that we and your role require;
9. maintain the highest standards of **honesty**, **integrity and ethics**;
10. avoid **bribery** (please see our Anti-Corruption and Bribery Policy);
11. observe and comply with our **Code of Conduct** for the time being in force;