**CONTRACT OF EMPLOYMENT**

(Under the Employment Rights Act 1996)

Issued on <insert date>

**BETWEEN:**

1. <employee name and address>having its registered office at <insert address>

**AND**

1. <employee name and address>
2. **EMPLOYER**

Your employer shall be <employee name and address>.

1. **COMMENCEMENT AND CONTINUITY OF EMPLOYMENT**

Your employment with the Company commenced on <start date> and your continuous service is <insert current date>.

1. **POSITION**

Your position is <position>.

1. **SALARY**

Your salary will be £<0> per hour. Your salary will be payable monthly in arrears by credit transfer to your nominated bank/building society account on the 28th of each month.

The Company reserves the right, in its absolute discretion, to recover from your salary any sums, which you may owe the Company from time to time including any overpayments, made in error, or loans made to you by the Company. You agree that under this contract the Company shall be entitled to deduct any amounts owed to the Company by yourself from your salary.

For the purposes of the Employment Rights Act 1996 and any other relevant legislation you hereby authorise the Company to deduct from your salary any sums due from you to the company in relation to:

* loans made to you by the Company
* any money due to the Company from you
* excess of holiday pay over entitlement
* excess of sick pay over entitlement
* excess of expenses claimed by you
* excess of any other payment made to you by the Company
* any money requested by you in writing to be deducted
* losses suffered by the Company as a result of your negligence or breach of Company rules.
* recovery of training costs

1. **PLACE OF WORK**

Your place of work will be based on site at <employer name and address>. You may be required to work in other locations within the United Kingdom when requested. We reserve the right to move our office to another location within a 15-mile radius.

1. **HOURS OF WORK**

Your normal hours of work are 37.5 hours per week, working between Monday and Friday. Your normal daily working hours are 7.5. Due to the nature of your position with the Company, you are expected to be flexible and to work any additional hours that are reasonably required to fulfil the responsibilities of your job or meet the needs of the business.

Client demand varies significantly, so in addition to the Normal Hours of Work you may be required to work additional hours and days in accordance with our reasonable demands and requirements. We will give you reasonable notice of the hours working required, but because of the unpredictable demand by clients this may be at short notice including on the day in question. You will be paid for the additional hours you work.

1. **ANNUAL LEAVE**

The holiday year runs from 1 January to 31 December. No holiday can be carried over until the following holiday year unless <employee name> approves them in advance.

Your Holiday Entitlement is accrued pro rata and your annual entitlement will be 28 days. You may be required to work on public/bank holidays, but you will receive compensatory holiday(s) at an agreed later date. Holiday pay is at your normal rate of Pay.

You may only take holiday as agreed beforehand with <employee name>. You must take holiday’s (number if applicable) over the shutdown period over Christmas and New Year and at any other time we may reasonably notify you of.

We may deduct, from any payments owed to you on termination, an amount for each day’s holiday you take in excess of your pro rata entitlement. We may require you to take holiday during any period of notice or garden leave. You are entitled to be paid in lieu of unused holiday entitlement (pro rata) at the end of your employment.

1. **NOTICE PERIOD**

The following periods of notice must be given by either you or the Company to terminate your employment.

**Employee:** You are required to give four weeks’ notice in writing.

**Company:** You are entitled to receive the following notice of termination of employment from the Company:

Up to 2 years’ continuous service = One week

More than 2 years’ continuous service = One week for each complete year of service, up to a maximum 12 weeks after 12 years’ service.

The Company reserves the right to make payment in lieu of notice. Your employment may be terminated by the Company, without notice or payment in lieu of notice, if you commit an act considered to constitute gross misconduct.

The Company reserves the right to deduct any outstanding sums owed to the Company on termination (e.g. holiday taken in excess of entitlement or salary advance) from any monies owing to you at that time.

The Company reserves the right to terminate your employment without notice in the event of any act of gross misconduct or serious breach of the terms in this agreement.

1. **SUSPENSION**

Where we have reason to believe that you could have been responsible for an act of gross negligence or gross misconduct, or because of some other good and urgent cause, we may decide you should not be permitted to continue to attend work. If so, we are entitled to suspend you from duty on full contractual pay pending an investigation and a possible formal disciplinary hearing. During suspension you will be kept informed of the progress of the investigation.

1. **LAY-OFFS**

We may lay you off or put you on Furlough where the needs of our business make this necessary, during which you will be paid statutory guarantee payments.

1. **SICK PAY**

The Company complies with the Statutory Sick Pay scheme and you are required to co-operate in the maintenance of necessary records. For the purposes of calculating your entitlement to Statutory Sick Pay, qualifying days are those days on which you are normally required to work. Payments made to you by the Company under the sick pay provisions in satisfaction of any other contractual entitlement, will go towards discharging the Company’s liability to make payment to you under the Statutory Sick Pay scheme. Full details of the Company’s Absence Notification Procedure can be found in the Employee Handbook.

1. **REFERENCES**

Your contract of employment is subject to the receipt of two satisfactory references. In the event that your references are not satisfactory, the Company reserves the right to withdraw this offer of employment or terminate your employment if they are received after your employment has commenced.

1. **PROBATIONARY PERIOD**

This appointment will be subject to a 6-month probationary period during which time your skills and suitability for the position will be assessed. A one-week notice period, on either side, will apply during the probationary period. The Company reserves the right to make a payment in lieu of notice in such circumstances. Should the end of your probationary period or an agreed extension fall during any period of annual leave then your review will take place at the end of your annual leave period and you remain employed under the probationary terms of employment.

1. **MEDICAL EXAMINATION**

The Company reserves the right to require you to be examined by an independent medical practitioner as necessary in order to seek a medical opinion. The costs of such an examination will be met by the Company. By this contract, if requested by the Company, you agree to allow the Company to have access to any medical or health report, in its complete form, prepared by any health professional on your physical or mental health condition.

1. **PENSIONS**

TheCompany operates auto-enrolment and has a Pension Scheme in place. We will comply with legislation around auto-enrolment including opt-in and opt-out arrangements.

1. **RETIREMENT**

The Company does not operate a default retirement age; therefore you need only give the notice as detailed in the notice period section, should you wish to retire.

1. **ASYLUM & IMMIGRATION ACT 1996**

Your employment is strictly conditional upon your right to reside and work in the UK. In order for the Company to verify this you are required to provide documentation to prove that you are allowed to work in the UK. You need to present the required original documentation on your first day of starting with the Company. You need to notify the Company immediately if you cease to be entitled to live or work in the UK during employment. If you are no longer eligible to work in the UK, the Company will have no option but to terminate your employment.

1. **COLLECTIVE AGREEMENT**

There is no collective agreement in force relating to this contract and there is no recognition agreement in force for collective bargaining purposes.

1. **DISCIPLINARY AND GRIEVANCE PROCEDURES**

The Company has detailed disciplinary and grievance procedures which are outlined in the Employee Handbook. These procedures do not form part of your contract of employment. Any changes to these procedures will be communicated to you and it is your responsibility to ensure you familiarise yourself with the contents.

1. **POSITIVE WORK ENVIRONMENT**

The Company wishes to maintain a positive work environment for all its employees. We therefore require the employee not to engage in or knowingly permit any fellow employee to engage in conduct which could amount to discrimination on the grounds of sex, race, religion or belief, age, sexual orientation or disability or harassment against any other employee, customer or supplier.

1. **CONFIDENTIALITY**

All employees owe a duty of confidentiality to the Company. This requires you to exercise care in the use of information which you acquire in the course of your employment and to protect the information that is held in confidence or may be commercially sensitive.

During your employment, and after its termination, you must not divulge or disclose to anyone outside the Company any confidential information concerning the business or finances of the Company, or clients, or prospects of the Company, and must not use such information for your own purposes. This includes communicating to the media and the use of electronic communication, including social media websites.

You shall not (except in the proper course of your duties) during or after the period of your employment divulge to any person whatever or otherwise make use of (and shall use your best endeavours to prevent the publication or disclosure of) any trade secret or any confidential information relating to the Company or any of its suppliers, agents, distributors or clients.

All notes, emails and memoranda of any trade secrets or confidential information concerning the business of the Company or any of its suppliers, agents, distributors or clients which shall be acquired, received or made by you during the course of your employment shall be the property of the Company and shall be surrendered by the employee to someone duly authorised at the termination of your employment or at the request of the Company at any time during the course of your employment.

1. **RESTRICTIVE COVENANT**

Prior to the termination of your employment you must not appropriate, for your own use or that of others, information held by the Company in connection with its business.You are required to provide the Company with any client lists you have obtained during the course of your employment on the termination of your employment.

You will not, for a period of 6months after the end of your employment, either on your own behalf or with, through, for or on behalf of any other person, firm, company or organisation:

* solicit or try to solicit, or deal or try to deal, in connection with our business or any business of a type carried on by us at the end of your employment, the custom of any of our customers or suppliers where the customer or supplier is one with whom you dealt during a period of 6 months before the end of your employment;
* entice away or try to entice away from us any person employed or engaged by us as director, consultant or employee in a senior or skilled capacity with whom you had a close working relationship during a period of 6 months before the end of your employment;
* be engaged, concerned or interested, in any capacity whatsoever (without our prior written consent) with any of our customers within the UK where the customer is one with whom you dealt during a period of 6 months before the end of your employment.
* If your employment ends within the first six of employment, the period of the restrictions under this clause will be three months instead of six months.
* You agree that each of the restrictions in this clause are reasonable and necessary to protect our confidential information and intellectual property.

1. **INVENTIONS/INTELLECTUAL PROPERTY**

Any intellectual property which you generate in the course of your work shall belong to the company. Such intellectual property may include, (but is not limited to) copyright works, computer programs, designs, documentation, trademarks and ownership rights or other materials. If you generate any such intellectual property you will promptly provide full details to the Company and will not disclose any details to anyone outside the company either during or after your employment

1. **GARDEN LEAVE**

Following notice to terminate your employment being given by the Company or by yourself, the Company may require you not to perform any duties for the Company until the termination of your employment. During this period of Garden Leave you shall continue to receive your salary and other contractual benefits under this agreement in the usual way and subject to the terms of any benefit arrangement. You will remain an employee of the Company and remain bound by your duties and obligations, whether contractual or otherwise, which shall continue in full. During any Garden Leave period you are not permitted to contact or deal with any customer, client, supplier or employees. You shall not (unless otherwise requested) enter onto the premises of the Company. You shall not commence any other employment or engagement.

1. **DATA PROTECTION**

The Company requests and retains personal information regarding its employees to enable it to carry out its legal and operational responsibilities as an employer. Employees are required at all times during their employment to comply with the provisions of GDPR and with any policy introduced by the Employer to comply with the Regulation.

The information about you will be kept up to date, held securely by the Company and shall not be used or disclosed in any manner incompatible with GDPR. The Employee consents to the processing by the Employer or any associated Company of personal data relating to him/her as necessary for the performance of the Employee’s contract and/or the conduct of the Employer’s business. The Employee explicitly consents to the Employer processing any sensitive personal data relating to the Employee as necessary for the performance of the Employee’s contract and/or the conduct of the Employer’s business, and is not prejudicial to the interests of the Employee.

It is your responsibility if you process data to ensure that it is not given to any individual who is not authorised to see it or receive it. You will be informed of the name of the Company’s data controller who will make and promulgate decisions on what and where data is kept, how long it will be kept and how it is to be processed.

The Company retains and processes data on you for business purposes such as HR and payrolland also for legislative purposes. You will be asked to give positive consent to the Company to ensure our compliance with GDPR. This will mean you indicating in writing that you do or do not consent to our holding and processing of your data.

If you leave the Company, you have the right under GPDR to be “forgotten” and all Company held data on you permanently deleted. If you wish to be “forgotten” you should contact the Company’s data controller who will comply with your request.

1. **ELECTRONIC COMMUNICATION**

From time to time the Company will issue instructions to staff via electronic communications including but not limited to e-mail, concerning terms or conditions of your employment. Acceptance of this offer indicates that you agree to be bound by the terms of any such electronic instruction or communication.

1. **SHORT TIME WORKING AND LAY-OFF**

The Company reserves the right to introduce short time working or a period of temporary lay-off without pay (with the exception of any statutory entitlement) where this is necessary to avoid redundancies, where work cannot be performed due to exceptional circumstances, or where there is a shortage of work.

1. **WORKING TIME AGREEMENT**

Please tick the appropriate box below:-

|  |  |
| --- | --- |
|  | ✓ |
| **I am** willing to work more than 48 hours (including overtime) if required. |  |
| **I am not** willing to work more than 48 hours (including overtime) if required. |  |

This consent does not constitute any agreement or guarantee by the Company that extra hours will be available.

I understand that if my circumstances change and I can no longer agree to work more than 48 hours, I must give one week’s notice in writing. Additionally I understand that work undertaken with other companies will contribute to the 48 hour total.

1. **VARIATIONS OF TERMS AND CONDITIONS**

The Company reserves the right to make reasonable changes to any of the terms and conditions of employment detailed in this contract or in the Employee Handbook. Changes to the Employee Handbook shall be notified to you accordingly. Other changes to your terms and conditions of employment shall be notified to you in writing and you will be given not less than one month’s written notice of any significant changes. It is your responsibility to ensure you are familiar and comply with Company policies and procedures.

*Please complete the section below and return the entire contract of employment, retaining a copy for your own records.*

**DECLARATION AND ACCEPTANCE**

I hereby acknowledge and accept the above terms and conditions of employment

**Signed:**

**Dated:**