

<<Company Name>>

Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms of service with the Company. [You are also subject to the terms contained in the letter offering you employment (the "Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.]

of employment which govern your employment with the Company is also subject to the terms set out in the Offer Letter. If there should be any ambiguity or discrepancy between this letter and the terms set out in this document, the terms in the Offer Letter shall prevail where expressly stated to the contrary.]

TERMS AND CONDITIONS

BETWEEN

- (1) <<Name of Company>> a company incorporated in <<Country>> <<England and Wales>> under registration number <<Registration Number>> whose registered office is at <<Address>> (hereinafter referred to as “we”, “us” or “our”)
- (2) <<Name of Employee>> of <<Country>> (hereinafter referred to as “you”)

IT IS AGREED as follows:

1. General

The following terms and conditions of employment shall apply to you in accordance with the terms of the Employment Rights Act 1996, the Employment Rights Act 2002 and Working Time Regulations 1998 as amended or enacted at the relevant time.

2. Duties and Job Title

- 2.1 You are employed by us in the capacity of <<job title>>, Job Share. You will be required to perform the duties of this position.

[such duties and responsibilities as may be determined by the Company from time to time]

OR

[the following duties and responsibilities: <<job description and/or brief summary of duties and responsibilities>>]

- 2.2 The Company reserves the right to alter your duties and responsibilities at any time and from time to time in accordance with the needs of the Company's business.

3. Date of Commencement/Continuation of Employment

- 3.1 Your period of continuous employment with us begins on <<Full Date>>.

- 3.2 [No employment with previous employers will count as part of your period of continuous employment with us.]

OR

[Your employment with <<previous employer>> which began on <<Date>> will count as part of your period of employment with us.]

- 3.3 In accepting your appointment, you are deemed that you have accepted all the terms and conditions of employment set out in this contract.

- 3.4 This Contract of Employment may be amended by a written or written given to you by the Company.

- 3.5 The first <<e.g. 3 months>> of your employment will be a probationary period. During this period your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and if

found satisfactory you may be extended at the full disciplinary a

confirmed. The probationary period on. During the probationary period, will not apply.

4. Job Share Arrangement

4.1 This Job Share is a for the Company, you to share the respons holiday entitlement and your Job Share contracts.

ereby, although you work part time individual (your "Job Share Partner") e position, with the remuneration, ed on a pro rata basis. Both you sued with separate employment

4.2 If your current Jo elsewhere within th for any reason and reasonable attempt to work full-time ho time role. However consent, to redeploy available. If the Co Share position and circumstances, we from the Company's

es the Company, is transferred tract of employment is terminated le to replace them having made y reserves the right to require you permanent basis to cover the full- e Company will seek, with your time or job-share position if one is you into another part time or Job o work full-time hours in these rnative other than to dismiss you nce with clause 23.

5. Hours of work

5.1 Your normal working <<Days of Week>>

start time>> until <<End Time>> on

5.2 You must commun ensure the job duties

ek with your Job Share Partner to /.

5.3 [From time to time a work additional hou such as annual leave

Company, you may be required to re Partner's short-term absences,

OR

[You will not be re partner's short-term

al hours to cover your job-share al leave and sickness absence].

5.4 You are expected t and requirements of

time in accordance with the needs ditional hours will

[not be eligible for a

OR

[be paid to you at yo

pay].

5.5 In the event that yo days you must both prior to the change

Partner wish to exchange working he <<Manager>> at least 4 weeks

6. Place of work

6.1 Your normal place of work is <<state e.g. address>>.

6.2 [You may be required to work <<state e.g. at home, on the road, [and overseas] on the Company's business>>.]

7. [Work outside the UK

7.1 You are required to work <<state e.g. state country and duration>>.

7.2 You will be paid <<state>>.

7.3 You will also receive <<state e.g. additional payments and benefits>>.]

8. Remuneration and Benefits

8.1 You will be remunerated <<state>> to the hours you work.

8.2 The full time salary is <<state>> per annum based upon a total of << >> hours per annum at a hourly rate of << >>.

8.3 You will be paid <<state>> by credit transfer to your bank account <<state>> for the hours you have worked.

8.4 Your salary will be <<state>> entirely at our discretion. There will be no review of your salary <<state>> as been given by either party to terminate your employment.

8.5 The Company is authorised to deduct <<state>> sums due to it from your salary.

8.6 [You will be entitled to <<state>> insurance/ permanent health <<state>>].

8.7 Your entitlement to <<state>> <<state e.g. on your first day OR after the satisfactory completion of a probationary period>>.

8.8 The organisation reserves the right to <<state>> your entitlement to <<state>> these benefits at any time.

9. Collective agreements

[There are no collective agreements in force for your employment.]

OR

[Your employment is subject to <<state>> collective agreement <<specify relevant agreement>>.]

10. Holidays

10.1 You are entitled to <<state>> the statutory minimum holiday entitlement of 20 days <<state>> public and bank holidays have been added. This does not include <<state>> holidays, which may be given at the employer's discretion <<state>> complete calendar year, including <<state>> in accordance with << e.g. job share <<state>>.

E

leave>>.]

11.3 Please see the Company's Policy on Sick Leave for further information.

12. Training

12.1 You will be required to undergo training in respect of: << state e.g. health and safety >>.

12.2 You may be required to undergo training at the Company's discretion and will be paid for any compulsory training.

12.3 You will not be paid for any training: <<give details>>.

13. Sickness Absence

13.1 In the event of your sickness absence, you or someone on your behalf should contact <<specify contact person>> at the earliest opportunity on the first day of the absence to inform the Company of the reason for absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.

13.2 A self-certification form will be required for absences of up to seven days. The form will be available on the Company's intranet.

13.3 For periods of sickness absence exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate ('Fit Note') / Medical Certificate ('Fit Note') to the Company. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.

13.4 **EITHER** - When the employee is entitled to sick pay; employee will only receive SSP use this clause:-

[If you are absent for a continuous period of 7 consecutive days, you are entitled to Statutory Sick Pay (SSP) for up to 28 weeks, provided that you have met the requirements above. The 'qualifying days' are <<state details>>. There is no contractual right to payment in respect of such payments are not payable by the Company.]

OR - When the employee is not entitled to sick pay; use this clause:-

[If you are absent for a continuous period of 7 consecutive days, you are entitled to Company sick pay, for up to a maximum of << >> weeks, provided that you have met the requirements above. Company sick pay is equal to <<state details>>. You will not receive Statutory Sick Pay in accordance with the Company's Policy on Sick Leave.]

13.5 The Company has the right to record absence levels and reasons for absences. Such records will be held confidentially.

13.6 The Company may require you to undergo a medical examination by a medical practitioner at any stage of your employment, and you agree to authorise the medical practitioner to prepare a medical report detailing the results of the examination. Any information which you agree may be disclosed to the Company.

the Company. The
Such an examination
reasonable to do so

cost of such medical examination.
ed by the Company where it is

14. Maternity and Paternity Rights

The Company will comply
paternity rights and rights
policies in this regard are a

ons with respect to maternity and
or dependants. The Company's
<<specify job title>>.

15. Pension

[The designated pension
where e.g. Staff handbook
will make a contribution
to <<state %>> of your salary]

Details can be found in <<State
specify job title>>.[The Company
salary. You may contribute up

OR

[If you are eligible, the Company
accordance with the Company's

you into a pension scheme, in
ment obligations.

Full details of the scheme
minimum contribution level
if you do not want to join the
worker pension contribution

when you are enrolled, including the
to make and your right to opt out
contributing in the scheme, you agree to
your salary.

The scheme is subject to
Company may replace the

ended from time to time, and the
pension scheme at any time.]

16. Confidential Information

16.1 You shall neither d
of your duties) nor
directly or indirectly
company, business
company, business

except in the proper performance
mit) after the termination thereof,
uses or those of any other person,
ation, or disclose to any person,
on,

16.1.1 any trade s
belonging to
not limited to
or requirements
information,
information
information,

business information relating or
associated companies, including but
relating to customers, customer lists
structures, marketing and sales
gs, employees or officers, financial
formulae, specific technical

16.1.2 any document
have been t
the Company
has been g
confidence b

", or any information which you
which you might reasonably expect
confidential, or any information which
or any associated company in
or other persons.

16.2 You shall not at any
any notes or mem
Company's business
Company.

employment with the Company make
matter within the scope of the
otherwise than for the benefit of the

16.3 The obligations c
information or kno

e shall cease to apply to any
subsequently come into the public

domain after the t
unauthorised disclo

ployment, other than by way of

17. [Other work

The Company recognises
work with another employe
paid work with another em
the Company.]

on, wish to take on additional paid
you will not take on any additional
g obtained the written approval of

18. Non-compulsory retirement

The Company does not op
compulsorily retired on rea
voluntarily at any time, p
terminate your employment

t age and therefore you will not be
However, you can choose to retire
the required period of notice to

19. Mobility

You may be required to tra

s anywhere in the UK.

20. Grievance Procedure

The formal Grievance Pro
This policy does not form p

request from <<specify job title>>.
conditions of employment.

21. Disciplinary Procedure

The disciplinary rules app
Disciplinary Rules and Pro
part of your terms and conc

ment are set out in the attached
Rules and Procedure do not form

22. [Staff Handbook and Emp

All Staff have a duty to ad
force, including but not ex
Sickness and Absence and

other policies from time to time in
s Health and Safety, Fire Safety,
olicies.]

23. Termination of employment

EITHER

23.1 [During the << >>
party to this Contract

period the notice required by either
oyment will be one week.

23.2 After the successfu
may be ended by
Company will give
continuous service
year of service up to

ationary period, your employment
y one month's written notice. The
ten notice and after four years'
notice for each additional complete
s' notice.

23.3 We reserve the right to terminate your employment without notice.

23.4 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise for a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

OR (this option reflects the minimum period provided by law)

23.1 [Your contract of employment shall be terminated by written notice as follows:

Notice to be given by the Company to you

Length of continuous service
From 1 month up to 2 years
From 2 years up to 12 years
12 or more years

Notice to be given to the Company

Length of continuous service
Less than one month
One month onwards

23.2 We reserve the right to terminate your employment without notice.

23.3 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise for a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

24. Data Protection

The Company is required to protect your personal data and what we do with that data. We will ensure that we secure your personal data and that we comply with all relevant data protection legislation. [Company's data protection policy shall apply to you from time to time in force.

option to pay you salary in lieu of notice.

from terminating your employment summarily or otherwise for a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

period provided by law)

shall be terminated by written notice as follows:

Length of continuous service
From 1 month up to 2 years
From 2 years up to 12 years
12 or more years

Length of continuous service
Less than one month
One month onwards

option to pay you salary in lieu of notice.

from terminating your employment summarily or otherwise for a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

personal data that we collect about you and what we do with that data. We will ensure that we secure your personal data and that we comply with all relevant data protection legislation. [Company's data protection policy shall apply to you from time to time in force.

25. Changes to Terms and Conditions

The Company may amend the terms and conditions in this document [\[and in the Employee Manual\]](#) and any such change will be notified to you personally and generally applied, by notice.

26. Severability

The various provisions of this Agreement are severable, and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction the validity or enforceability of the remaining provisions shall not affect the validity or enforceability of the remaining or identifiable parts.

27. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California.

Issued for and on behalf of <<Company Name>>

Signed:

Date:

Employee

I hereby warrant and confirm that I am not currently employed by any other employer, and I am not performing any of the duties of any other employer. I accept the terms of this Agreement.

Signed:

<<Name of Employee>>

I hereby warrant and confirm that I am not currently employed by any other employer, and I am not performing any of the duties of any other employer. I accept the terms of this Agreement.

Date: