*[ON HEADED NOTEPAPER OF EMPLOYER]*

[EMPLOYEE'S NAME AND ADDRESS]

[DATE]

Dear [EMPLOYEE'S NAME]

Statement of terms of employment

This letter is a statement of the terms of your employment as required by section 1 of the Employment Rights Act 1996.

# Start of your employment with [EMPLOYER]

## Your employer is [EMPLOYER'S NAME] (Company).

## Your employment with us [commences **OR** commenced] on [DATE].

## [No employment with a previous employer counts towards your period of continuous employment with us.

**OR**

Your employment with [NAME] which commenced on [DATE] counts towards your period of continuous employment with us.]

# Job title

You are employed as [JOB TITLE] and report to [NAME].

# Place of work

## Your normal place of work is [LOCATION] or such other place within [REASONABLE AREA] as we may reasonably determine.

## You will not be required to work outside the UK [for more than one month] during your employment.

# Salary

## Your [basic] salary is £[AMOUNT] per year which shall accrue from day to day and be payable [monthly] in arrears [on or about the [DATE] of each month] directly into your bank or building society account.

## We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Company at any time.

# Hours of work

## Your normal hours of work are between [TIME] and [TIME], [Monday] to [Friday] inclusive, with a lunch break of one hour. You may be required to work such additional hours as are necessary for the proper performance of your duties without extra remuneration.

## [Your [days of work and ]hours of work are variable. [*Set out details of how the employee’s days of work and/or hours vary or how this variation is determined, e.g. The days and/or hours you are required to work are determined by your manager [to reflect business needs ] and details will be set out in the weekly/monthly roster for your team which is usually circulated one week before it comes into effect.]]*

## [Although your normal days and hours of work do not vary on a regular basis, OR In addition to the variable working pattern set out in Clause 4.2, ] we may [ask you to ]vary your days and/or hours of work or the pattern of your normal hours from time to time, as we consider necessary to meet the needs of the business.[ This will usually be on a temporary basis only and with advance notice. If business need requires a permanent variation to your hours and/or days of work, we will seek your agreement and any variation will be implemented only after a period of consultation with you.]

# Holidays

## You are entitled to [NUMBER] days' holiday during each holiday year. [This includes **OR** In addition you are entitled to take] [the usual] public holidays [in England and Wales **OR** Scotland **OR** Northern Ireland] [or a day in lieu where we require you to work on a public holiday]. You are entitled to your normal rate of pay during such holidays. The Company's holiday year runs between [DATE] and [DATE]. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis [rounded up to the nearest [whole **OR** half] day].

## Holiday dates must be agreed by [POSITION] in writing in advance. We may require you to take holiday on specific days which will be notified to you.

## You cannot carry untaken holiday entitlement forward from one holiday year to the following holiday year unless a period of statutory maternity, paternity or adoption leave has prevented you from taking it in the relevant year. In cases of long term sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the leave year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

## We shall not pay you in lieu of untaken holiday except on termination of employment. A payment in lieu on termination shall be based on your entitlement under clause 6.1 plus any holiday carried forward from the preceding leave year. It shall be paid at the rate 1/260th of your [full-time equivalent] salary for each day's holiday accrued but not taken.

## If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from your final salary payment one day's pay [calculated at 1/260th of your [full-time equivalent] salary] for each excess day.

# Sickness absence

## If you are absent from work for any reason you must notify [POSITION] of the reason for your absence as soon as possible but no later than [TIME] on the end of the first day of absence.

## In all cases of absence, a self-certification form, which is available [on the Company's intranet **OR** from [POSITION]], must be completed on your return to work and supplied to [POSITION]. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more a doctor's certificate stating the reason for absence must be obtained and supplied to [POSITION]. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

## If you are absent from work for more than [three] days by reason of sickness or injury and you satisfy the relevant requirements, you will be entitled to Statutory Sick Pay. Your qualifying days for Statutory Sick Pay purposes are [Monday] to [Friday].

# Other Paid Leave

## You are eligible for other paid leave,[ including maternity leave, adoption leave, paternity leave, parental leave, shared parental leave,[ sabbatical leave,][ dependants leave,][ compassionate leave,] bereavement leave,[ training and study leave][ and ][leave for public duties,]] in accordance with our current [policies OR benefits policy], as amended from time to time, subject to your complying with the relevant statutory and other conditions and requirements in order to be entitled to the leave and pay. [Copies of our policies are OR A copy of our benefits policy is] available [on the intranet] and [from the HR Department].

# Termination and notice period

## Either of us can terminate your employment in the first two years of continuous employment by giving one week's notice in writing. After that time, either of us can terminate your employment by giving written notice of one week for each complete year of continuous employment, up to a maximum of 12 weeks' notice after 12 years or more.

## We may at our discretion terminate your employment without notice and notify you that the Company is exercising its right under this clause 9.2 and that it will make a payment of basic salary in lieu of notice within [28] days or, the first instalment of any payment in lieu to you [or, if notice has already been given, during the remainder of the notice period] less Income Tax and National Insurance Contributions. For the avoidance of doubt, the payment in lieu shall not include any element in relation to bonus or commission payments, or any payments in respect of benefits which you would have been entitled to receive during your notice period, or any payment in respect of any holiday entitlement that you would have accrued during your notice period for which the payment in lieu is made.

## Nothing in these terms and conditions prevents us from terminating your employment summarily without notice or payment in lieu in the event of gross misconduct or if you commit a serious breach of your obligations as an employee.

# Disciplinary and grievance procedures

## Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, a copy of which is [contained in the Staff Handbook **OR** available from [POSITION]]. These procedures do not form part of your contract of employment.

## If you wish to appeal against a disciplinary decision you may apply in writing to [POSITION] in accordance with our disciplinary procedure.

## If you wish to raise a grievance you may apply in writing to [POSITION] in accordance with our grievance procedure.

# Pensions

## [The Company will comply with the employer pension duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008.

## **OR**

## There is no entitlement to pensions benefit in relation to your employment, however, we shall provide access to a designated stakeholder pension scheme as required by law. For the avoidance of doubt, we do not make any contributions to such stakeholder scheme.

 **OR**

You are entitled to become a member of the [NAME] Pension Scheme, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time. Full details of the scheme are available from [POSITION].]

## A contracting-out certificate is [not] in force in respect of your employment.

# Training

## We offer [in-house and external ]training[ and, in some cases, time off work to undertake training], subject to certain eligibility requirements and other conditions. Details of this training are set out in our training policy, as amended from time to time. The policy is available from [the HR department].

## We offer [in-house and external] training [and, in some cases, time off work to undertake training], subject to certain eligibility requirements and other conditions. Details of this training are set out in our training policy, as amended from time to time. The policy is available from [the HR department].

## [You are also required to complete training in relation to [set out details of compulsory and the timeframe within which employee is required to complete it], at your own expense.]

# [Other Benefits

## [You are eligible for:

### life assurance which, if you die while employed under this contract, will pay to your chosen dependants a sum equal to [specify number] times your Salary;

### private medical expenses insurance for you[ and your spouse or civil partner][ and your children (if any) under the age of 18 years] with any insurer we may choose from time to time; and

### accident insurance covering you personally.

## [You are also eligible for permanent health insurance cover. However, if any claim made in respect of you under such scheme is accepted in whole or in part, we will, with immediate effect from such acceptance (but only to the extent that it does not prejudice your entitlement under the scheme):

### no longer be under any obligation to pay you any Salary or other amounts payable under this contract or to provide any contractual or other benefits to you;

### be entitled to suspend you from all or any of your duties and appoint a successor to perform all or any such duties instead of you[.][; and]

### [be entitled to terminate any office or appointment which you hold in our organisation, or on our behalf.]]

## Your eligibility for benefits and/or cover under any scheme referred to in the whole of this clause is subject always to the terms and conditions of such scheme from time to time in force and to us being able to secure cover at what we at our absolute discretion consider to be reasonable and standard rates. We have no obligation whatsoever to assist you in relation to any pending or potential claim at any time or to pursue a claim on your behalf. We may change insurer, alter the level of cover, and/or replace or remove any scheme at any time at our sole discretion. A copy of the prevailing policy document for any scheme referred to in this clause is available from [[insert title] OR the Human Resources Department].

## OR

# [Other Benefits

## You are also eligible for certain other benefits, as set out in our benefits policy, as amended from time to time, subject to you complying with any qualifying conditions and other requirements. Our benefits policy is available from [the HR department].

## OR

# [Other Benefits

## You are not entitled to any benefits other than those set out in this contract.]

# Car or Car Allowance

## [During the Employment and subject to your holding a full current driving licence, the Company will provide you with a car [of your choice from the list provided by the Company, provided that the monthly leasing payment is not more than £[insert amount] (or such[ higher] amount as the Board may determine from time to time) OR of your choice, provided that its purchase price including car tax, VAT, extras, delivery and other similar charges is not more than £[insert amount][ (such limit to be reviewed by the [Board OR Company] from time to time on an upwards only basis)] OR of a make, model and specification [approved by the Board from time to time OR in accordance with the Company's car policy as amended from time to time]][ for use in the performance of your duties under this Agreement].

## You[ and your spouse or civil partner][ and those members of your immediate family who hold a full current driving licence] will be entitled to use the car for your[ reasonable] private use[ both within and outside the UK][ provided that you maintain a record of the miles travelled in private use and provide it to the Company on request and in accordance with the Company’s car policy as amended from time to time.].

## The Company will pay the whole costs of insuring, testing and taxing any car provided for you pursuant to Clause 10.1 and all maintenance, repair and other running expenses incurred in relation to such car, but excluding:

### any income tax payable by you in respect of the provision of the car as a benefit in kind;

### [the cost of fuel for private use;]

### parking fines or road traffic offence fines which you or any person permitted by you to drive the car incur[; and OR .]

### [any additional insurance premium, which is incurred as a result of your actions (and you agree that the Company has the right to deduct any such additional premium from your Basic Salary).]

## You will be responsible for ensuring that any car provided for you pursuant to Clause 10.1 is at all times in the state and condition required by law and that, where applicable, a test certificate in relation to it is in force and you will produce any such certificate on demand from time to time by the Company. You will at all times procure that the insurance cover[ notified to you] relating to any such car is not[ knowingly] prejudiced or avoided. You will immediately advise the Company in writing in the event that the car is involved in any accident[ or violation of road traffic laws] or incurs a parking ticket or if you are convicted of any offence under the Road Traffic Act 1988, giving full details and providing any further information required by the [Board OR Company].

## On the Termination Date[ or at any other time when requested by the Company[ (on reasonable notice)]][ or at the Company's request, when you are on garden leave in accordance with Clause 24,]you will return the car (together with all its keys, relevant documentation and all equipment supplied with it) in good condition[ (fair wear and tear excepted)] to the Company's principal place of business or as otherwise instructed by the Company.

## OR

## During the Employment the Company will pay to you a car allowance at the rate of £[insert amount] per year (less any tax and statutory deductions), payable in accordance with the provisions for payment of your Basic Salary contained in Clause 8.1[ subject to the Company's car allowance policy from time to time]. For the avoidance of doubt, the car allowance will not form part of your Basic Salary for any purpose and will not be pensionable.

## [In return for the provision of a car allowance, you agree:

### to procure the availability of a suitable age, make and model of car for use by you on the Company's business;

### to ensure that such car is properly taxed and maintained, comprehensively insured, promptly repaired and kept suitably clean for use on the Company's business;

### to ensure that such car at all times complies with the requirements of the Company's car policy for the time being;

### to permit [insert job title] on request at any time to inspect the car and to examine your driving licence and your motor car insurance policy and current certificate of insurance for such car; and

### that you will immediately inform the Company if:

#### while driving in the course of your employment you are involved in any motoring accident or incident potentially giving rise to a claim (whether by you or a third party) or which is otherwise required to be notified to the insurers by the Company under the terms of any insurance policy held by it;

#### your driving licence is endorsed; or

#### you are disqualified from holding a driving licence.]]

# Collective agreements

[There is no collective agreement which directly affects your employment.

 **OR**

The collective agreement between [NAME] and [NAME] dated [DATE], a copy of which [you have been given **OR** is available from [POSITION]], directly affects your employment.]

Please indicate your acceptance of these terms by signing and returning to us the attached copy of this letter.

Yours sincerely,

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For and on behalf of [EMPLOYER]

I agree to the above terms

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[EMPLOYEE]