**Standard Statement of Terms and Conditions/Written Statement of Employment Particulars**

1. You (name of employee) commenced employment with ................. (name of employer) on ...................................(date employment commenced)
2. Your previous employment with ......................................... (name of previous employer or employers) does count as part of your previous employment which therefore began on .............................(date continuous employment commenced)[[1]](#footnote-1)

Or

Your previous employment does not count as part of your period of continuous employment

1. You are employed as a (job title).......................

Or

A brief description of the work for which you are employed (brief job description)[[2]](#footnote-2)

1. Your place of work is (address of workplace)..................................

.............................................................................. ..........................

Or

You are required/permitted to work at the following places[[3]](#footnote-3)................. ............................................................

1. Your pay will be (state salary or wage or scale or method of calculating remuneration)....

......................................

1. You will be paid (state intervals eg weekly or monthly and the date and method of payment)
2. Your hours of work (particulars of working time, including any normal working hours)
3. You will be expected to work reasonable overtime as business needs permit/you will be required to work such overtime as is required by management[[4]](#footnote-4). The overtime rate is .......................................... (give details of overtime rate)
4. Your holiday entitlement is ............................................... (include details of paid holiday and whether that includes or excludes public holidays, and state on what basis you calculate holiday pay accrued and whether any carry over is permitted.[[5]](#footnote-5))
5. In case of incapacity for work due to sickness you will be entitled to Statutory Sick Pay at the current rate .
6. We operate a scheme to provide for pay during sickness (include here any details of any additional sick pay provided by the employer)[[6]](#footnote-6)

Or

Particulars of any terms and conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay, can be found in .............................. (refer to external document or company policy reasonably available to the employee)

1. A stakeholder pension is available and details can be obtained from/found in .............................. (refer to external document or person with relevant information)

or

 We provide a pension to all employees ....................... (put details of qualification and benefits here, or refer to an external document and source of information)[[7]](#footnote-7)

1. The amount of notice you are entitled to receive if we wish to terminate your employment is ........................ (state period of notice)[[8]](#footnote-8)

The amount of notice you are required to give is ................................. ( employee’s notice)[[9]](#footnote-9)

1. Subject to clause 12 above and subject to any other legal right to terminate it, your employment is permanent[[10]](#footnote-10)

Or

Your employment contract is for a fixed term and expires on ..................... (date of expiry)

Or

Your employment is temporary and is expected to continue for .................. (likely duration)

1. There are no collective agreements affecting your employment

Or

The collective agreements which directly affect the terms and conditions of your employment are ................................................... (details of the relevant agreements and indicating with whom they are made)

1. You are not expected to work outside the UK (for more than one month in any year)[[11]](#footnote-11)

Or

You will be required to work in ............................. (details of location(s) outside the UK

For....................................... (detail period of time where more than one month)

You will be paid in .............................. (currency) (detail any payment to be made to the employee on account of working abroad)

The details relating to your return to the UK are ................................................ (details)

1. The disciplinary rules which apply to you are ......................................... (an explanation of these rules)

Or

The disciplinary rules which apply to you can be found in (refer to handbook or manual or policy as appropriate, to which the employee has reasonable access )

1. If you are dissatisfied with any disciplinary decision which is affects you, you should appeal in the first instance to ............................. (name or position to whom the employee should apply eg line manager). This application should be made .......................... (state how, usually in writing within eg 5 days of the decision)

1. If you have a grievance relating to your employment you should apply in the first instance to ................................ (name of the person or position)
2. The full disciplinary and grievance procedure is as follows ......................................................

(fill in details of steps of both procedures here)

Or

The full disciplinary and grievance procedures are set out in .................................. (refer to external document where details of where these procedures can be found eg handbook)

1. A contracting-out certificate under the Pensions Schemes Act 1993 is/is not in force in relation to this employment (delete as appropriate)

I have received this document and have read and understood its contents[[12]](#footnote-12)

.............................................................................................................................

1. Use if employee was working in different division or associated company or in a different role and therefore their previous employment counts as continuous [↑](#footnote-ref-1)
2. It is better to use the second option here, unless there is a separate job description in which case a job title is enough [↑](#footnote-ref-2)
3. If the workplace is likely to be fixed use the first option, if not or there is more than one workplace, use the second option. [↑](#footnote-ref-3)
4. These are two possible formulations, the first less mandatory than the second, you may wish for overtime not to be mandatory at all, in which case just provide for the overtime rate where it is worked. Only use this where overtime is paid, usually hourly paid staff only [↑](#footnote-ref-4)
5. Do not forget that the current minimum is 5.6 weeks from 1st April 2009, which includes any bank holidays. You cannot permit a worker to carry over any of that basic entitlement, and you cannot pay it, other than where an employee has been on long term sick or on maternity leave and has been unable to take their holiday [↑](#footnote-ref-5)
6. There is no obligation to pay sick pay, but some employers do provide it. It is often linked to length of service. If you provide this benefit, detail it here. [↑](#footnote-ref-6)
7. As and when auto enrolment applies you will need to make changes to this clause. It is suggested that the auto enrolment process is dealt with under separate documentation, as it is a statutory scheme and not contractual, although it would be provided at the same time as this statement. This assumes contributions are not altered from the statutory requirements and are applying the standard terms of the statutory terms. Employers may wish to provide above the statutory minimum at their discretion. Those employers providing qualifying alternative pension schemes would also give details in a separate document, referred to in the contract as per the second part of clause 12. [↑](#footnote-ref-7)
8. Bear in mind the statutory minimum which requires one week’s notice for an employee who has worked continuously for one month or more, this rises to 2 weeks for two complete years service and then one week for each additional year up to 12 weeks’ notice maximum. The employer may provide for more as a matter of contract. [↑](#footnote-ref-8)
9. This is a matter for the employer, it usually roughly equates to payment period, but for senior employees some employers provide for three or six months. [↑](#footnote-ref-9)
10. If an employee is expected to pass exams in order to remain in the job, you would mention it here or have a separate clause detailing what is expected, with a reference to that clause here [↑](#footnote-ref-10)
11. You can use the bracketed words for staff who are required to work abroad occasionally, putting a limit on it if you wish [↑](#footnote-ref-11)
12. It is not strictly necessary for a statement such as this to be signed at all, and if it is only to indicate receipt. If it is signed to indicate agreement, it is not a statement, but a contract. [↑](#footnote-ref-12)