

**Standard statement of terms and conditions/
written statement of employment particulars¹**

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]²
Or
No employment with a previous employer counts as part of your period of continuous employment

3. You are employed as a [job title].....
Or
A brief description of the work for which you are employed [brief job description]³

4. Your place of work is [address of workplace].....
.....
Or
You are required/permitted to work at the following places⁴.....
.....

5. Your pay will be [state salary or wage or scale or method of calculating remuneration].....

6. You will be paid [state intervals eg weekly or monthly and the date and method of payment]

7. We provide all family-friendly rights in accordance with statute, including both leave and pay in relation to maternity, adoption and paternity, shared parental leave arrangements and bereavement. Details of these rights and who qualifies for them are available [in the staff handbook/in a separate document]⁵

¹ This standard statement should only be used where a person is employed under a contract of employment, whether full or part time, fixed term or permanent. It should not be used for casual or zero-hour contract workers and a separate statement should be provided to them, for which you will need to seek advice. From 6 April 2020, a standard statement (or equivalent contract of employment) should be provided on or before the first day of employment to new employees, but existing employees now have a right to request a standard statement and it must then be provided by the employer within one month of the request.

² Use if employee was working in a different division or associated company or in a different role, and therefore their previous employment counts as continuous.

³ It is better to use the second option here, unless there is a separate job description, in which case a job title is enough.

⁴ 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.

⁵ Required from 6 April 2020. Give employees a staff handbook along with the statement if you have one, otherwise give details of where it can be obtained or provide a separate document with details of all family-friendly rights.

8. Your hours of work are [particulars of working time, including any normal working hours], to be worked [state what days of the week the employee is normally expected to work and, if there are no set days, state how the days are to be decided, eg by monthly rota, and any limitations, eg Monday to Saturday only].⁶
9. You will be expected to work reasonable overtime as business needs permit/you will be required to work such overtime as is required by management⁷. The overtime rate is [give details of overtime rate]
10. You will be required to successfully complete a probationary period of [insert period, usually three or six months] starting from the date you commenced work. We reserve the right to extend the probationary period for such further period as we consider appropriate and we will inform you in writing if we wish to do so. During the probationary period, our full disciplinary and performance management procedures will not apply to you [and, during or at the end of probation, either party may terminate the contract on giving one week's notice in writing].⁸
11. 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].⁹
12. In case of incapacity for work due to sickness, you will be entitled to Statutory Sick Pay at the current rate.
13. We operate a scheme to provide for pay during sickness [include here any details of any additional sick pay provided by the employer].¹⁰
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]
14. A pension is provided in accordance with our duties on pensions auto-enrolment in accordance with Part 1 of the Pensions Act 2008 and details can be obtained from/found in [refer to external document or person with relevant information]

⁶ From April 2020, the statement must say what days of the week the employee is expected to work, if they are defined, and, if not, how that is to be determined.

⁷ 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

⁸ You do not need to include any probationary period, as it is not a legal requirement, but if you do then you must specify it in the statement. This clause contains fairly typical terms of probation. See note 15 for reference to notice during probationary period.

⁹ Do not forget that the current minimum is 5.6 weeks which includes any bank holidays. You cannot permit a worker to carry over any more than four weeks 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, or at the end of their employment if it is accrued but unpaid.

¹⁰ 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; if not, leave this clause 13 out.

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]¹¹

15. You are also entitled to [state any other benefits to which the employee is entitled here, eg after the first six months of employment you will be entitled to join our staff life insurance scheme/you will be provided with a laptop and company mobile phone for work use etc].¹²

16. You are required to complete a [give details here of any course, training programme or qualification that you require the employee to complete and, if appropriate, the time frame within which it must be completed, and the details of the kind of programme eg day release. Also give details of whether or not the employer is going to finance the qualification or course, or whether the employee is required to do so].¹³

17. [On successful completion of your probationary period] /The amount of notice you are entitled to receive if we wish to terminate your employment is [state period of employer's notice]¹⁴

[On successful completion of your probationary period]/The amount of notice you are required to give is [state employee's notice]¹⁵

18. Subject to clause 12 above and subject to any other legal right to terminate it, your employment is permanent¹⁶

Or

Your employment contract is for a fixed term and expires on [date of expiry]

Or

¹¹ It is suggested that the auto enrolment process is dealt with under separate documentation, as it is a statutory scheme and not contractual, and these details need to be provided. 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.

¹² From 6 April 2020, the statement must detail any other benefits that the employee will receive, such as bonuses, medical insurance, car, phone etc

¹³ From 6 April 2020 the statement must also detail any training that the employee is required to complete and is to be funded by the employer, and any required training which the employee is expected to fund. The details of this training can be provided within two months of starting work, rather than on day one of employment.

¹⁴ 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 two 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.

¹⁵ 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. Many employers only provide for one week's notice during the probationary period, to avoid excessive cost if the employee does not work out, and in this case you would use the formulation in brackets.

¹⁶ 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.

Your employment is temporary and is expected to continue for [likely duration]

19. 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]¹⁷

20. You are not expected to work outside the UK [for more than one month in any year]¹⁸

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]

21. 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]

22. If you are dissatisfied with any disciplinary decision which 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 five days of the decision]

23. If you have a grievance relating to your employment you should apply in the first instance to [name of the person or position]

24. 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]¹⁹

¹⁷ Details of any collective agreements need not be provided on day one, but must be made available to the employee within two months of starting work.

¹⁸ You can use the bracketed words for staff who are required to work abroad occasionally, putting a limit on it if you wish.

¹⁹ Details of the disciplinary and grievance procedures need not be provided on day one of employment, but must be made available to the employee within two months of starting work. Model procedures are available at www.acas.org

25. You have been provided with a separate Data Protection Privacy Notice for employees and contractors which sets out what personal data we collect, hold and process in relation to your employment and the basis upon which we do this.²⁰

I have received this document and have read and understood its contents²¹

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²⁰This document should be provided to all employees in order to be compliant with GDPR.

²¹ 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.