

**CONTRACT OF EMPLOYMENT**  
**(Incorporating particulars required under Section 1**  
**Employment Rights Act 1996)**

between

**NAME AND ADDRESS OF EMPLOYER**  
**(“the employer”, “the Firm”<sup>1</sup>, “we”, “us” etc)**

and

**NAME AND ADDRESS OF EMPLOYEE (“the employee”, “you” etc)**

1. Job title and particulars of employment

Your job title is .....<sup>2</sup> Your duties are as set out in your job description **or**  
Your duties are .....<sup>3</sup> These are the normal duties which we require you  
to perform however, you will also be required to comply with all reasonable  
instructions given to you by line management.

2. Probationary period<sup>4</sup>

Your appointment will be subject to the satisfactory completion by you, of a  
probationary period of .....<sup>5</sup> months starting from the date you commenced work.  
We reserve the right to extend the period for such time as we consider  
appropriate. If such an extension is deemed necessary you will be advised in  
writing.

During the probationary period the Employer’s full disciplinary and grievance  
procedures will not apply to you and you will not be entitled to sick pay other  
than under the statutory scheme.<sup>6</sup> Your employment may be terminated  
during or at the end of the probationary period in accordance with Clause 13  
below.

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<sup>1</sup> Replace ‘Firm’ with ‘Company’ throughout if applicable.

<sup>2</sup> Insert a job title here.

<sup>3</sup> If using a separate job description, use the first option here; if not, use the second option and lay out  
a list of basic duties here.

<sup>4</sup> A probationary period is not required by law, but it is a valuable management tool and many  
employers use them. Omit this if you do not want to use one, or if the contract is being used for an  
existing employee moving onto a new contract.

<sup>5</sup> Select an appropriate period here; the most commonly used are three or six months.

<sup>6</sup> Neither of these provisos are legally required, but they are commonly included to ensure minimum  
entitlement during probation.

3. Place of work

You will normally work at .....<sup>7</sup> but we may, on reasonable advance notice, require you to accept a new normal place of work anywhere in the UK/within reasonable travelling distance of your home.<sup>8</sup>

4. Commencement of employment

The date of commencement of your employment is ..... Your period of continuous employment commenced for statutory purposes on that date/other date specified.<sup>9</sup>

5. Remuneration

- (a) You will be paid £ ..... per annum gross, payable by BACS<sup>10</sup> monthly in arrears<sup>11</sup> on or about [date]. We reserve the right to alter the method and/or frequency of pay.<sup>12</sup>
- (b) We reserve the right to make deductions from your pay in respect of any sums of money owed by you to us in accordance with this Contract or otherwise, including but not limited to loans, overpayments, damage or loss of our property due to your negligence or default and holidays taken in excess of entitlement at the time of the termination of your employment.<sup>13</sup>

6. Benefits<sup>14</sup>

- (a) You are entitled to membership of our current health insurance scheme, and details of this can be obtained from.....
- (b) Bonuses and commissions may be paid entirely at our discretion. There is no entitlement to such payments as of right under this contract.

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<sup>7</sup> Insert the office address here, or use other appropriate formulation eg 'normally be based at + address', 'work from home' etc. You will need more details here for hybrid working, where applicable

<sup>8</sup> Depending on seniority, flexibility is required so delete as appropriate.

<sup>9</sup> For new employees, state start date here. Where this is a new job, but the employee has worked for you in another role and their employment is continuous, you must also state the date on which s/he actually started working for you originally.

<sup>10</sup> If payment will not be by BACS, state here the method of payment eg cheque.

<sup>11</sup> This can be altered dependent upon payment terms.

<sup>12</sup> This is an example relating to salaried staff – you need to add the amount of the salary or wage, the frequency of payment, when it is paid in the month or week and how.

<sup>13</sup> This is a useful clause and allows you to deduct for things like loans, outstanding damage to Firm's property, overpaid holidays etc.

<sup>14</sup> Insert details of any benefits here. A specimen clause is included. Decide whether such benefits are contractual, in which case they will be difficult to change or withdraw in which case use (a), or entirely discretionary (b).

7. Hours of work

- (a) Your hours of work are ..... per week, Monday to Friday.....<sup>15</sup> with one hour's lunch break.<sup>16</sup> You are required to work such additional hours unpaid as are necessary for the proper performance of your duties or as the firm may reasonably require of you having regard to the needs of the business.<sup>17</sup>
- (b) If working at a client's premises you should, as far as possible, conform with the client's office hours but should still work a minimum of ..... hours per week.<sup>18</sup>

8. Overtime<sup>19</sup>

- (a) Overtime is only paid to hourly paid employees/those below .... level.<sup>20</sup>
- (b) All paid overtime must be authorised by your line manager.
- (c) Overtime rates are paid at your normal hourly rate/ x times normal salary rate.<sup>21</sup>
- (d) Time off in lieu will only be permitted at the rate of one hour for each hour of overtime worked, by agreement with your line manager.

9. Holidays

- (a) You are entitled to .... days paid holiday in each holiday year, including Bank or Public Holidays which fall on a normal working day. Three days of your holiday entitlement are designated to be taken between Christmas and New Year.<sup>22</sup> All holiday dates are subject to adequate staffing of the office and we reserve the right to refuse holiday dates for business reasons or where you have not given us sufficient notice.
- (b) The holiday year runs from ..... to .....<sup>23</sup> You may not carry forward any part of a year's entitlement without written authority from your line manager, and in any event no more than ... days may be carried

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<sup>15</sup> Insert in here the hours of work and the days upon which the employee is to work.

<sup>16</sup> With hourly paid workers, you will need to state whether the lunch break is paid.

<sup>17</sup> Include for salaried staff only, and usually only full timers; if part time employees work extra on days they would not normally work one would normally pay extra or give them time off in lieu.

<sup>18</sup> This is useful if employees work on client premises, even occasionally, otherwise delete it.

<sup>19</sup> It is not legally required to pay overtime, but hourly paid workers would normally be expected to be paid for any hours in excess of their contracted hours; for salaried staff you can normally delete this clause, although for some junior staff overtime may be payable – that is up to you to determine.

<sup>20</sup> If you pay overtime to any staff, you may specify who receives it here.

<sup>21</sup> The rate of overtime must be stated here.

<sup>22</sup> State the number of days' holiday. You may state bank holidays separately as here, or include them in an overall total. If you wish to designate days at Christmas because of office closure, use this formulation, otherwise delete it.

<sup>23</sup> You need to insert the dates of your holiday year. It is up to you whether you allow any holiday to be carried over, but the statutory minimum of 4 weeks (20 days), excluding bank holidays, cannot be carried over other than for sickness (up to 20 days) (see Factsheet 149) and where it has not been taken because of maternity leave, so the maximum permitted carry over is any excess you give over the minimum.

forward at the end of any year.<sup>24</sup> Employees are not entitled to receive pay in lieu of holidays not taken, other than when leaving employment with us.

- (c) On leaving the firm you are entitled to receive any accrued holiday pay outstanding at the termination date and this will be paid with your final salary cheque. If you have already taken more than this entitlement, a corresponding deduction may be made from your final month's salary.
- (d) On being given notice of termination of employment you will, at our discretion, either be paid for untaken leave entitlement or you may be obliged by the Firm to take remaining leave during the notice period.<sup>25</sup>

## 10. Pension

We operate a Firm pension scheme, details of which can be obtained from [name].

OR

We comply with the employer pension duties concerning pensions auto-enrolment in accordance with Part 1 of the Pensions Act 2008, and you will be automatically enrolled into either a qualifying pension scheme or the National Employment Savings Trust (NEST), whichever we decide. If you do not decide to opt out of auto-enrolment, you will be required to make pension contributions at the level set out in the relevant legislation and you agree to us deducting such contributions from your salary each month. Further information may be obtained from [name].

## 11. Sickness

- (a)
  - i) In the event of absence from work because of sickness or injury you must ensure that your line manager is notified by telephone as soon as possible on the first working day of your absence through sickness.
  - ii) Thereafter your line manager should be kept informed regularly and after seven calendar days a Statement of Fitness for Work ('fit note') signed by a doctor must be sent to us as evidence of incapacity for work.
  - iii) A further certificate must be sent as previous ones expire and on returning to work you must produce a final certificate.

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<sup>24</sup> Statute does not permit the employer to carry forward or to pay any of the basic statutory holiday entitlement.

<sup>25</sup> This enables you to require holiday to be taken during notice if you wish, which may save some money.

- iv) If the period of absence is seven calendar days or fewer you must on your return to work complete and sign our self-certification form, giving the reasons for absence, which must then be forwarded to your line manager.
  - v) You will be interviewed on your return to work to ensure that you are fit to resume your normal duties and to deal with any unauthorised absence and/or failure to inform the firm of the reason for your absence.<sup>26</sup>
  - vi) We reserve the right to obtain a medical report from your doctor or from a medical practitioner appointed by us. Any medical information will be obtained and dealt with in accordance with the Access to Medical Reports Act 1988.<sup>27</sup>
  - vii) We will pay Statutory Sick Pay (SSP) in accordance with the relevant legislation.
  - viii) Failure to comply with the conditions set out above could result in [contractual sick pay<sup>28</sup>] and SSP being withheld.
  - ix) Statutory Sick Pay is subject to PAYE, Income Tax and National Insurance Contributions, and will therefore be itemised on the payslip. Appropriate deductions will be made against contractual sick pay.
  - x) Time off for medical and dental appointments must be agreed by your line manager. You should always ensure that, where possible, such appointments are made at the beginning or end of the working day.
  - xi) Time off for purposes other than sickness, eg funerals, family reasons etc. must normally be agreed by your line manager, unless they qualify as dependent care leave. These may be paid entirely at the Firm's discretion.
- (b) Subject to the satisfactory completion of .....<sup>29</sup> continuous service with us we provide an additional benefit over and above the entitlement to SSP for absence due to sickness. Where you are absent due to sickness or injury we will pay your normal salary for up to 20 days per annum. This payment is made entirely at our discretion and may be

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<sup>26</sup> Return to work interviews are not strictly required by law but it is very wise to ensure that they take place, especially for longer absences. A robust policy of interviews following all sick days will often have a positive effect on casual absence.

<sup>27</sup> This Act provides for privacy in relation to the employee's general practitioner's notes and reports, allowing the employee to refuse access or to allow limited access to the information. This is not the case for reports privately commissioned by the employer.

<sup>28</sup> Only include if you pay sick pay in addition to SSP.

<sup>29</sup> Select an appropriate period here; the most commonly used are three and six months.

withheld, in particular where absence is excessive, or where formal disciplinary or performance management procedure has been initiated in relation to your employment or in any other circumstances.<sup>30</sup>

- (c) Where you fall ill before going on holiday, we would normally permit you to rebook your holiday at a later date and treat any period of absence as sickness absence. Where you unfortunately fall ill during your holiday, we will require satisfactory evidence of your sickness in order to be able to treat this period as sickness, rather than holiday.
- (d) All payments made in excess of minimum SSP (such payments being made at the rate and for the duration laid down by the DWP) in respect of absence due to injury will be a loan from the Firm repayable on demand if and to the extent that in our opinion compensation is recoverable from a third party for the injury that led to the absence.
- (e) Pension contributions which are calculated as a percentage of gross pay will be affected if salary is reduced by reason of long term sick leave. We will inform the pension provider of the reduction in salary; the pension provider will then contact you to ascertain what you wish to do about contributions.

## 12. Family-friendly rights<sup>31</sup>

- (a) We provide maternity pay and leave and shared parental pay and leave in accordance with current statutory requirements. All employees who are pregnant while working for us are entitled to maternity leave of up to 52 weeks provided they comply with notice requirements. Currently employees are entitled to statutory maternity pay and/or shared parental pay where they have worked for us for six months at the fifteenth week before their baby is due.
- (b) Employees who are pregnant are also entitled to take reasonable time off work, without loss of pay, to attend antenatal care.
- (c) Similar benefits are available to adoptive parents and we provide adoption pay and leave in accordance with the statutory scheme.
- (d) Qualifying employees are entitled to paternity leave and pay in accordance with the current statutory provisions.
- (e) All employees who have completed one year's continuous service are entitled to unpaid statutory parental leave in accordance with current statutory provisions.
- (f) You are entitled to take reasonable unpaid time off to deal with an emergency involving a dependant in accordance with the statutory scheme.

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<sup>30</sup> It is not legally required for employers to pay any sick pay in addition to SSP. However, many employers do provide for a period of sick pay for employees, and this is a typical clause. It is normal to limit it to a specific period of time and to reserve some discretion as to whether it is paid in any given situation, and the exceptions noted here are the most common. If you do not wish to provide any additional sick pay over and above SSP, delete this clause.

<sup>31</sup> It is open to employers to provide enhanced benefits under this section, but what is provided here is the statutory minimum.

- (g) We carefully consider any requests to work flexibly and fully comply with the statutory scheme. Qualifying employees may make a formal written request to alter the time at which they work, their hours of work or may ask to work from home.
- (h) We provide Parental Bereavement Leave in accordance with current statutory requirements.<sup>32</sup>
- (i) For further details of qualifications and entitlements under these provisions please see Staff Handbook/.....<sup>33</sup>

13. Notice of termination

- (a) During your probationary period (as set out in clause 2 above) you must give one week's notice of your intention to terminate your employment and, except in the case of gross misconduct, we will give you one week's notice in writing should we wish to terminate your employment.
- (b) After the completion of your probationary period, you must give one month's notice of your intention to terminate your employment, and except in the case of gross misconduct, we will give you one month's notice in writing should we wish to terminate your employment.<sup>34</sup>
- (c) After 4 years' service, we will give you one week's notice of termination for each further complete year of service up to a maximum of 12 weeks' notice after 12 years' service.<sup>35</sup>
- (d) You must give notice of your intention to terminate your employment to ..... in writing.<sup>36</sup>
- (e) We reserve the right to make a payment in lieu of any period of notice or part of it whether given by either party. Such a payment will be limited to your basic salary at the rate payable at the date the notice is given and shall not include any payment in respect of any entitlement to any other benefits of any kind whatsoever.<sup>37</sup>
- (f) In relation to your pension, if you leave employment other than on the last day of the month, your pension contribution will be calculated on a pro-rata basis. The pension provider will advise you of the options open to you in respect of your pension account.

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<sup>32</sup> This is a legal requirement from April 2020, and you may wish to provide for further compassionate leave at your discretion here, or have a separate provision for discretionary compassionate leave generally. Family friendly rights are regularly updated, so keep an eye on the news for the current entitlements.

<sup>33</sup> To include all details of these entitlements would make the contract far too long. You could provide further details in a staff handbook or nominate a person who would be able to provide information here.

<sup>34</sup> You may use clauses 13(a) and (b), or could simply provide the statutory minimum notice which is one week per complete year served up to a maximum of 12 weeks for 12 years served.

<sup>35</sup> This is the standard minimum notice which an employer must give to an employee under statute. It is open to you to amend the contract to provide that you will give more notice than this, but not less.

<sup>36</sup> State to whom you wish notice to be given, normally HR department, a director or a partner.

<sup>37</sup> This gives you the option to require a dismissed or resigning employee to leave immediately provided proper notice is paid; if you want any further clauses, such as garden leave, useful for senior employees and/or those with access to important client bases you need to seek professional advice.

14. Convictions

It is a condition precedent of employment under this Contract and of continued employment that you do not have any criminal convictions (other than minor motoring offences), and if you are or have been convicted of any criminal offence you must report this immediately to your line manager.<sup>38</sup>

15. Personal appearance

A high standard of dress is expected of staff, above all to give a good impression to clients visiting the premises. Staff are expected to wear smart business dress at all times, whether in the office or on client premises. Casual wear is considered inappropriate for the office.<sup>39</sup>

16. Telephones<sup>40</sup>

The Firm provides some staff with mobile phones for business use. Private use of such phones must be kept to a minimum and we reserve the right to deduct the cost of excessive personal use from your salary. Your personal mobile phone should be switched off during working hours and only used during breaks and lunchtimes. The use of any of our telephones for private calls should be restricted and should not interfere with your work or disturb others. We will take disciplinary action against any person failing to comply with this.

17. Computer use policy<sup>41</sup>

The purpose of this policy is to provide clear procedures and guidance for using e-mail, intranet and internet facilities on all computer systems. Our computer use policy is set out in Appendix ...which is attached and does not form part of the Contract.

18. Disciplinary matters

Any breach of the Terms and Conditions of your employment or of the firm's regulations made from time to time or any misconduct by you in the course of your employment shall be regarded by the Firm as a disciplinary matter.

Our disciplinary procedure is set out in Appendix ... which is attached to and does not form part of this Contract.

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<sup>38</sup> It would be normal to require disclosure of criminal convictions in professional posts.

<sup>39</sup> Dress code is a matter for the employer and you should draft this to reflect your particular preference eg some firms allow smart casual in the office, but smart business attire for clients. Some employers specify that certain items of dress are not permitted eg shorts or flip-flops, some make specifications about eg tattoos being covered.

<sup>40</sup> This is an example of an asset supplied for employees to use; the same principles and inappropriate use provisions can be applied to other assets. It is a good idea to have clear rules about telephones, especially nowadays when many staff can regard the constant availability of mobile phones as a right.

<sup>41</sup> This is another example of an asset supplied for employees to use; the same principles and inappropriate use provisions can be applied to other assets.



19. Grievance procedure

Our grievance procedure is set out in Appendix ... which is attached to and does not form part of this Contract.<sup>42</sup>

20. Further legislation

Any amendments made necessary to the terms and conditions of your employment as a result of further legislation will be binding upon all parties. Amendments may also be necessary as a result of genuine economic reorganisation and all employees will be consulted on such matters.<sup>43</sup>

21. Training arrangements

The training arrangements, if relevant, in respect of your contract are as set out below.<sup>44</sup>

22. Work abroad<sup>45</sup>

You are not expected to work outside the UK (for more than one month in any year)

Or

You will be required to work in ..... (details of location(s) outside the UK for (details of period of time where more than one month). You will be paid in (currency) at the rate of (give details here of how payment is to be made and how calculated and what it includes here)

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

23. Confidentiality<sup>46</sup>

You will, as an employee, have access to or be entrusted with information that we deem to be confidential. You shall not, at any time during your employment or after your employment ends, disclose to any person or make use of, any such information.<sup>47</sup>

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<sup>42</sup> There are examples of model disciplinary and grievance procedures on [acas.org.uk](http://acas.org.uk)

<sup>43</sup> This clause covers mandatory changes which are introduced by legislation eg increased entitlement to maternity pay etc. It also covers situations where the employer is forced into structural changes to employees' contracts to deal with economic and business challenges. Advice should always be sought about making such general changes to contractual terms.

<sup>44</sup> Where there is an element of training in the contract or where employees are expected to take additional qualifications, this could be set out here.

<sup>45</sup> Details of whether or not employee is required to work abroad, and further information if they are required to do so for more than one month; this needs to be included in the statement from April 2020.

<sup>46</sup> This clause only deals with confidential information and protecting it after employment. If you wish to restrict the employee from working for competitors etc after employment, you will need to obtain advice on drafting an appropriate restraint clause.

<sup>47</sup> For employees with access to confidential client information, you may wish to be more specific about the information that you deem to be particularly important, in which case you would add 'including but not limited to..' at the end of the first sentence and then include a list of the kinds of confidential information that you wish to protect eg client lists and contact details – this is only a very basic clause and in cases where employees hold a large amount of important confidential information, you will wish to seek advice as to inserting a more comprehensive clause.

24. Data protection

It is the responsibility of all staff to ensure data security. You will be responsible for the confidentiality, integrity and availability of all data which you have access to in the course of your work. You must adhere to our Data Protection Policy and associated policies, which will all be made available to you.

25. Health and safety

All employees must familiarise themselves with our Health and Safety policy and act in accordance with it at all times. You must ensure that you do not act in a way which endangers your own health and safety or that of others. Any breaches of our Health and Safety Policy will be dealt with under the Disciplinary Procedure.

26. Entire agreement

This agreement is entered into in substitution for any previous contracts of service between you and the Firm which shall be deemed to have been terminated by mutual consent as from the date of this agreement.

27. Collective agreement

There are no collective agreements which directly affect your conditions of employment.

Dated .....

Signed

.....  
Employee

Signed

.....  
For and on behalf of [Employer]

Updated June 2023