Contract of Employment and Written Statement of Particulars

1. Parties and status of this document

1.1 Parties. This contract is made on **[Date of this contract: _____]** between **[Employer legal name: _____]** (company or registration number: [Company or registration number: _____]), whose address is [Employer address: _____] (the "Employer"), and **[Employee name: _____]** of [Employee address: _____] (the "Employee").

1.2 Status of this document. This document, with Schedules 1 to 4, is the contract of employment between the parties (the "Contract"). It is also the written statement of particulars of employment required by sections 1 to 3 of the Employment Rights Act 1996. The Employer will give the Employee a complete copy before work starts, and in any case no later than the beginning of the employment.

1.3 Single document. All particulars that the Employment Rights Act 1996 requires in a single document are set out in this Contract. Where a clause refers to another document for terms that the Act allows to be kept elsewhere, such as pension scheme rules or a staff policy, the Employer will make sure that the Employee has a reasonable opportunity to read it during working time and can keep or print a copy.

1.4 No particulars. If a clause or Schedule says "none" or "not applicable", that is the Employer's statement that there are no particulars to give under that heading.

1.5 Great Britain. This Contract is for employment in England, Wales or Scotland. It is not designed for employment in Northern Ireland.

2. Definitions and interpretation

2.1 Defined terms. In this Contract:

(a) **"Acas Code"** means the Acas Code of Practice on disciplinary and grievance procedures, as in force from time to time;

(b) **"Basic Pay"** means the pay stated in clause 12.1, as changed under this Contract, before deductions and without overtime, bonus, commission, allowances or the value of benefits;

(c) **"Confidential Information"** has the meaning in clause 30;

(d) **"Group Company"** means any company that is for the time being a subsidiary or holding company of the Employer, or another subsidiary of that holding company, as the Companies Act 2006 defines those terms;

(e) **"Line Manager"** means the person named in clause 6.2, or another person whom the Employer names in writing;

(f) **"Normal Hours"** means the hours and days stated in clause 10.1;

(g) **"Policies"** means the Employer's written workplace policies that have been made available to the Employee;

(h) **"Pension Scheme"** means the scheme named in clause 16;

(i) **"Start Date"** means the date in clause 3.1;

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(j) **"Statutory Annual Leave"** means the annual leave that the Working Time Regulations require;

(k) **"Termination Date"** means the date on which the employment ends, for any reason; and

(l) **"Working Time Regulations"** means the Working Time Regulations 1998.

2.2 Interpretation. A reference to an Act or regulation means that Act or regulation as amended or replaced, and includes subordinate legislation made under it. "Including" does not limit the words that come before it. "Writing" includes email. Headings do not affect meaning. The singular includes the plural. A "day" is a calendar day unless the text says "working day", which means a day on which the Employee is normally required to work.

2.3 Schedules and Policies. The Schedules form part of this Contract. The Policies do not form part of it unless a clause expressly says so. The Employee must follow the Policies so far as they are lawful and reasonable. If a Policy conflicts with this Contract, this Contract prevails. A Policy cannot reduce the Employee's pay, hours, pension, leave or statutory rights.

3. Start date, continuous employment and duration

3.1 Start Date. The employment under this Contract begins on **[Start date: _____]**.

3.2 Continuous employment. The Employee's period of continuous employment began on **[Continuous employment date: _____]**. Employment with a previous employer counts towards that period only as follows: [Earlier employment that counts: _____].

3.3 Duration. The employment is: [Employment period: _____]. If it is stated to be permanent, it continues until it is ended under this Contract. If it is for a fixed term, it ends automatically on the stated end date without further notice, unless either party ends it earlier under clause 35, 36 or 38.

3.4 Work on a temporary basis. If the employment is temporary but has no fixed end date, the period for which it is expected to continue is the period stated in clause 3.3, and the employment ends when either party gives the notice required by clause 35.

3.5 Fixed-term employees. If the employment is for a fixed term, the Employer will not treat the Employee less favourably than a comparable permanent employee because of that status, unless the treatment is objectively justified. The Employer will tell the Employee about suitable permanent vacancies. Nothing in this Contract excludes the rules under which successive fixed-term contracts can become permanent. The end of a fixed term without renewal is a dismissal in law, and the Employer will deal with it fairly.

4. Conditions of employment and right to work

4.1 Right to work. The employment is conditional on the Employee having the right to do this work in the United Kingdom throughout the employment. Before the Start Date the Employee must give the Employer the original documents, share code or other evidence needed for a right to work check in the form the Home Office prescribes. The Employer will make the same check on every new starter and will not assume anyone's status from nationality, race, accent or appearance.

4.2 Limited permission. If permission to work is limited in time or kind, the Employee must obey its conditions, must tell the Employer promptly of any change and must give evidence of renewal before it expires. The Employer will give the Employee a reasonable opportunity to show a continuing right to work, including an outstanding application that preserves that right, before it decides to end the employment.

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4.3 Other conditions. The offer is also conditional on the following, so far as they are lawful for this role: [Other lawful conditions: _____]. The Employer may withdraw the offer before the Start Date if a condition is reasonably found not to be met. If work has already started, the Employer will first tell the Employee the concern, hear the Employee's reply and follow the notice and dismissal clauses of this Contract.

4.4 Criminal record checks. The Employer will ask about criminal records only so far as the law allows for this role, and will not ask the Employee to disclose a conviction that the law treats as spent unless an exception applies.

4.5 Health information. The Employer has not asked, and will not ask, about the Employee's health or disability before making an offer of work, except where the Equality Act 2010 allows the question. After the offer, the Employer may ask only for health information needed to make reasonable adjustments, protect safety or confirm fitness for the role. It will not discriminate because of the answer.

4.6 Professional registration. If the role needs a licence, professional registration or driving entitlement, the Employee must keep it valid and report promptly any suspension, restriction or expiry. The registration needed is: [Required registration or licence: _____].

5. Warranties

5.1 Employee's statements. The Employee confirms that, to the best of the Employee's knowledge:

(a) the information given in the application, in interviews and about qualifications is true and complete in all material respects;

(b) taking this job does not breach a court order, a valid restrictive covenant or an obligation to a current or former employer or client, other than any disclosed here: [Restrictions from other work: _____]; and

(c) the Employee will not bring to work, use or disclose information that belongs in confidence to someone else.

5.2 Duty to correct. The Employee must tell the Employer promptly if a statement in clause 5.1 was or becomes untrue. The Employee need not disclose spent convictions, health information or any other matter that the law entitles a person to withhold.

5.3 Consequence. If a statement was knowingly false in a way that matters to the role, the Employer may treat it as misconduct under clause 33, after a fair investigation and hearing.

6. Job title, duties and reporting line

6.1 Job title. The Employer employs the Employee as **[Job title: _____]**. A brief description of the work is in Schedule 3.

6.2 Reporting line. The Employee reports to [Line manager: _____]. The Employer may name a different Line Manager by written notice.

6.3 Standard of work. The Employee must work with reasonable care and skill, act honestly and in good faith, follow lawful and reasonable instructions, keep proper records and attend punctually. The Employee must report promptly any serious error, conflict of interest or wrongdoing that comes to light in the course of the work. This does not restrict clause 31.

6.4 Other duties. The Employer may ask the Employee to do other reasonable work that fits the

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Employee's skills, grade and Schedule 3. It will not use this clause to make a lasting change to the nature of the job, or to reduce pay, hours, pension or leave. A lasting change is made under clause 43.

6.5 Support and review. The Employer will provide the information, equipment, supervision and training reasonably needed for the role. The Line Manager will hold a performance discussion at least once every [Performance review interval: _____], record the objectives agreed and give constructive feedback.

6.6 Reasonable adjustments. If the Employee is disabled, the Employer will make the reasonable adjustments that the Equality Act 2010 requires to the job, workplace, hours, equipment and procedures in this Contract.

7. Probationary period

7.1 Period and conditions. The probationary period is **[Probation length: _____]** from the Start Date. Its conditions are: [Probation conditions: _____]. If the period is stated as "none", this clause does not apply.

7.2 Review. The Line Manager will explain the expected standards at the start, meet the Employee at least once before the middle of the period, give clear examples of any shortfall and offer reasonable support. The Line Manager will hold a final review before the period ends and confirm the result in writing within 5 working days after it.

7.3 Extension. The Employer may extend the period once, by no more than [Maximum probation extension: _____], if it has a fair reason such as a lengthy absence or a need for more evidence. It must tell the Employee in writing before the original period ends, with the reason, the new end date and the targets. If the Employer does not give a decision or extension by the end of the period, the Employee has passed probation.

7.4 Notice in probation. During the first month of continuous employment, either party may end the employment by one week's written notice. After that, and for the rest of probation, the notice from either party is [Notice in later probation: _____], and never less than the statutory minimum.

7.5 Fair decision. Before dismissing for unsatisfactory probation, the Employer will tell the Employee the concerns in writing, invite the Employee to a meeting, consider the reply, confirm its decision in writing and offer an appeal. The Employer will take account of disability, pregnancy and family-related leave.

7.6 Rights not affected. Probation is a contractual arrangement. It does not delay or remove any statutory right, including pay, holiday, protection from discrimination, and unfair dismissal protection when the law provides it.

8. Place of work, home working and travel

8.1 Place of work. The Employee's normal place of work is **[Normal place of work: _____]**. If the Employee is required or permitted to work at various places, they are: [Other work places: _____]. The Employer's address is the address in clause 1.1.

8.2 Change of place. The Employer may move the normal place of work to another site within [Maximum site move: _____] of the place in clause 8.1 if there is a genuine business need. It will consult the Employee first, take account of travel time, disability, caring duties and cost, and give at least [Notice of a site change: _____] written notice. Any wider move needs the Employee's written agreement. This clause does not permit a change that discriminates unlawfully.

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8.3 Home or hybrid working. The arrangement is: [Home or hybrid arrangement: _____]. When working at home the Employee must keep to the agreed hours, have a suitable and reasonably private workspace, keep information secure, and take part in display screen and other safety assessments. The Employer will provide or pay for: [Home equipment and costs: _____]. The Employer will give reasonable notice before it enters the home, and may enter only at an agreed time.

8.4 Change to home working. Home working set out in clause 8.3 as a contractual arrangement is changed only by agreement or through clause 22. If clause 8.3 describes it as discretionary, the Employer may end or change it for a reasonable business reason after consultation and at least [Notice of a site change: _____] written notice.

8.5 Travel. The Employee may be asked to make reasonable journeys within the United Kingdom. Travel between work sites during the working day counts as working time. The Employer will pay travel costs under clause 15 and will count time as working time, and for the minimum wage, whenever the law does.

9. Working outside the United Kingdom

9.1 Work abroad. The Employee will not be required to work outside the United Kingdom for more than one month at a time, unless particulars are stated here: [Work abroad terms: _____].

9.2 Required particulars. If a period of more than one month abroad is planned, clause 9.1 or a signed supplement must state, before the Employee leaves:

(a) the period for which the Employee will work outside the United Kingdom;

(b) the currency in which the Employee will be paid during that period;

(c) any additional pay and any benefits that the Employee will receive because of working abroad; and

(d) the terms and conditions that apply to the Employee's return to the United Kingdom.

9.3 Agreement and safety. The Employer will not send the Employee abroad for such a period without the Employee's agreement. It will pay necessary travel, visa and accommodation costs, assess the risks and arrange proper insurance. Working abroad does not remove any right under mandatory law.

9.4 Remote work from abroad. The Employee must not work remotely from another country without the Employer's prior written consent, because tax, social security, immigration, insurance and data rules may apply. The Employer will not refuse unreasonably a short request that it can lawfully and safely accept.

10. Hours of work and overtime

10.1 Normal Hours. The Employee's normal working hours are **[Normal weekly hours: _____]**. The days of the week on which the Employee is required to work are **[Required working days: _____]**. The normal start and finish times are [Start and finish times: _____].

10.2 Breaks in the day. The daily breaks are [Daily breaks: _____]. The break is unpaid unless this clause says otherwise, and the Employee must be free from work during it.

10.3 Variable hours or days. Whether the hours or days may vary, and how they vary or how the variation is decided, is: [Variation of hours or days: _____]. If this states "not variable",

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hours and days may change only by written agreement or under a right the law gives the Employee.

10.4 Rotas. If the Employee works on a rota within clause 10.3, the Employer will publish it at least [Rota notice: _____] before it starts. It will try to avoid later changes, consult before making one and give any compensation or notice that the law requires. A rota will not reduce the Normal Hours.

10.5 Overtime. Overtime is work that the Line Manager has asked for or knowingly accepted beyond the Normal Hours. Overtime terms, including whether it is compulsory, are: [Overtime obligations: _____]. The rate or time off is: [Overtime pay or time off: _____]. The Employer will not require overtime that would breach clause 11, and will consider reasonable health, caring and religious reasons to refuse it.

10.6 Minimum wage. No unpaid overtime or time off arrangement may take the Employee's pay for any pay reference period below the legal minimum wage.

10.7 Records. The Employee must record working time accurately if asked to do so. The Employer will keep adequate working time records, and will not ask the Employee to record time falsely or work "off the clock".

10.8 No lay-off without pay. The Employer has no contractual right to lay the Employee off or reduce the Normal Hours without pay. A lay-off, short-time arrangement or unpaid closure needs the Employee's written agreement. If premises cannot open because of fire, flood, severe weather, loss of power, public restrictions or another event outside either party's control, the Employer may ask the Employee to work at home or another suitable place. It will pay Basic Pay for Normal Hours that the Employee is ready, willing and able to work.

11. Working time opt-out and rest

11.1 Weekly limit. The Employee's average working time, including overtime, must not exceed 48 hours for each seven days over the reference period that applies, which is normally 17 weeks. Work for another employer counts, so the Employee must tell the Employer of other work that may affect the limit.

11.2 Opt-out. The weekly limit does not apply if the Employee has freely signed Schedule 2. An unsigned Schedule 2 has no effect. The Employee need not sign, and the Employer will not refuse work, dismiss or cause any other detriment because the Employee does not sign or later ends an opt-out. A person under 18 must not sign it.

11.3 Night work. If the Employee is a night worker, normal night work will not exceed an average of eight hours in each 24 hours over the reference period that applies. Where the work involves special hazards or heavy physical or mental strain, the stricter limit in the Working Time Regulations applies. The Employer will offer the free health assessment that the law requires before night work begins and at suitable intervals. The opt-out in Schedule 2 does not remove night work limits.

11.4 Daily and weekly rest. The Employee is entitled to at least 11 consecutive hours' rest in each 24-hour period, and at least 24 hours' uninterrupted rest in each seven-day period. The Employer may instead provide either two uninterrupted rest periods of at least 24 hours each, or one of at least 48 hours, in each 14-day period, where the Working Time Regulations allow it.

11.5 Rest breaks. If daily working time is more than six hours, the Employee is entitled to an uninterrupted rest break of at least 20 minutes, which may be spent away from the workstation.

11.6 Exceptions and young workers. Where a lawful exception applies, the Employer will give

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equivalent compensatory rest, or in exceptional cases the protection the law provides. If the Employee is under 18, the stricter limits, longer rest and night work rules for young workers apply instead of any less favourable term in clauses 10 and 11.

12. Pay, pay date and payslips

12.1 Basic Pay. The Employer will pay the Employee **[Pay rate: _____]**. If pay is calculated in another way, such as by hour, shift or piece, the method is: [Other method of calculating pay: _____].

12.2 Interval and method. Pay is paid **[Pay interval: _____]** on [Pay date: _____], in pounds sterling, by transfer to the bank or building society account the Employee names. If that date is not a banking day, the Employer will pay on the previous banking day. Salary builds up from day to day.

12.3 Minimum wage. The Employer will always pay at least the National Living Wage or National Minimum Wage that applies to the Employee's age and status. If a legal increase or birthday makes Basic Pay too low, the Employer will increase it from the date the law requires, without a request. No deduction, uniform cost or unpaid working time may unlawfully take pay below that minimum.

12.4 Payslip. At or before each payment, the Employer will give the Employee a written itemised pay statement. It will show gross pay, the amount and purpose of each deduction, net pay, the amount and method of part payments if pay is split, and the number of hours paid for where pay varies according to time worked. It may be electronic if the Employee can view and keep it.

12.5 Tax and National Insurance. The Employer will deduct income tax, National Insurance contributions and any other amount the law requires, and account for them to the proper authority.

12.6 Questions and errors. The Employee may raise a pay question with [Payroll contact: _____]. The Employer will respond within 5 working days and correct an underpayment promptly, and no later than the next pay date.

12.7 Equal pay. The terms of this Contract include a sex equality clause under the Equality Act 2010. Nothing in this clause prevents an equal pay claim.

13. Pay review, bonus and commission

13.1 Pay review. The Employer will review Basic Pay at least once every [Pay review interval: _____]. A review does not guarantee an increase, and Basic Pay will not be reduced as a result unless the Employee agrees in writing.

13.2 Bonus or commission. The terms are: [Bonus terms: _____]. Contractual commission and its method of calculation are: [Commission terms: _____]. If either states "none", the Employee has no contractual right to it.

13.3 Discretion. If a bonus is stated to be discretionary, the Employer will decide in good faith, rationally and without unlawful discrimination whether to pay it and how much. A past payment does not by itself create a right to another. The Employer will not exercise its discretion because the Employee used a statutory right.

13.4 Payment and leaving. Unless clause 13.2 says otherwise, commission that has been earned by the Termination Date is payable after it, at the normal time. A discretionary bonus is not payable if, on its payment date, the Employee has left after resigning or being lawfully dismissed for gross misconduct. It is not lost because the Employee is dismissed for redundancy or incapacity, or because

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of family leave, disability or any other protected reason.

13.5 Recovery. The Employer may reclaim a bonus or commission only where it was paid through a clear calculation error, or because the Employee made a deliberate and material misstatement. It will explain the claim and give the Employee 14 days to reply before it uses clause 14.

14. Deductions and overpayments

14.1 Deductions allowed. The Employee agrees in writing, by signing this Contract, that the Employer may deduct from wages the following sums, so far as the law allows:

(a) an overpayment of wages or expenses;

(b) a season ticket loan or other written loan, according to its repayment terms;

(c) the agreed value of annual leave taken beyond entitlement, under clause 18.9;

(d) the reasonable value, after fair wear and tear, of the Employer's property that the Employee deliberately damaged, or failed without good reason to return after written request; and

(e) training costs that the Employee agreed to repay under clause 23.

14.2 Limits. A deduction must be fair, must be supported by evidence and must not be a penalty. No deduction for loss or damage may be made unless the Employee was at fault and the amount is a genuine assessment of the Employer's loss. No deduction may be made for lost property, damage, till shortage or poor work so as to breach the minimum wage rules or the limits that apply to retail workers.

14.3 Notice. Except where the law itself requires the deduction, the Employer will give at least [Deduction notice: _____] written notice of the amount and the reason, consider any objection before deducting and show it on the payslip. It will not deduct a sum genuinely in dispute until it has investigated the objection.

14.4 Instalments. If an overpayment is more than 10% of one month's net pay, the Employer will offer a reasonable instalment plan. The Employer may recover any balance from the final payment, subject to clause 14.2 and to leaving the pay the law protects.

14.5 No wider right. This clause does not authorise deductions for events that happened before the Employee signed it. It does not waive the Employee's right to bring an unlawful deduction claim.

15. Expenses

15.1 Repayment. The Employer will repay expenses that the Employee reasonably, properly and necessarily incurs in performing the job, with prior approval where the Policies require it.

15.2 Claims. The Employee must submit the claim with a receipt or other reasonable evidence within [Expense claim period: _____]. A late claim will not be refused if there is a good reason. The Employer will pay a valid claim within 30 days, or with the next payroll if earlier.

15.3 Vehicles. Business mileage in the Employee's own vehicle is paid at [Mileage rate: _____]. The Employee must hold a valid licence and insurance that covers business use. The Employer will not ask the Employee to drive in breach of the law.

15.4 Cards and advances. The Employee must use a company card only for approved business expenses, return unused advances and report a lost card promptly. A dishonest claim is a disciplinary matter.

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16. Pension

16.1 Scheme. The Employer's Pension Scheme is: [Pension scheme: _____]. The Employer will enrol the Employee automatically where the law requires, and allow the Employee to opt in or join where the law gives that right. Its staging, postponement and eligibility decisions must comply with the Pensions Act 2008.

16.2 Contributions. The Employer's contribution is [Employer pension contribution: _____] and the Employee's contribution is [Employee pension contribution: _____]. Neither will be lower than the minimum the law requires for the kind of scheme used. The Employer will deduct the Employee's contribution from pay and send it with its own contribution to the scheme within the legal time limit.

16.3 Information. Enrolment letters and the scheme booklet or website give further pension particulars. The Employer will give any pension particulars not stated in this Contract no later than two months after the employment begins.

16.4 Opting out. The Employee may opt out in the way and time the law permits. The Employer will not induce the Employee to opt out, and will not treat the Employee worse for staying in. It will re-enrol the Employee when the law requires.

16.5 Changes. The Employer may change scheme provider after any consultation the law requires, if the new scheme meets the law and the Employer's contribution rate is not reduced. A reduction in contribution needs the Employee's written agreement.

17. Other benefits

17.1 Benefits. The Employer provides the following benefits that are not described elsewhere in this Contract: [Other benefits: _____]. If this states "none", there are no others.

17.2 Terms. An insured benefit depends on the policy rules and on the insurer accepting the claim, if the Employer pays the premiums and pursues a valid claim reasonably. The Employer will make a summary of those rules available. Tax on a benefit is dealt with as the law requires.

17.3 Changes. The Employer may replace a provider with one that gives a broadly similar benefit after reasonable notice. It will not withdraw a contractual benefit without agreement. A benefit described as discretionary may be changed by reasonable notice, if the decision is not irrational, unlawful or intended to defeat a claim already arising.

17.4 Benefits and dismissal. The Employer will not dismiss the Employee on the ground of ill health merely to prevent an accrued entitlement to an income protection benefit.

18. Holidays and holiday pay

18.1 Entitlement. The Employee's holiday entitlement in each leave year is **[Annual holiday entitlement: _____]**. It is never less than 5.6 weeks' Statutory Annual Leave, subject to the 28-day cap on that leave. The leave year runs [Leave year: _____].

18.2 Public holidays. The public holidays that apply and whether they count towards clause 18.1 are: [Public holidays: _____]. If the Employee must work on a counted public holiday, the Employer will give another day off. A part-time Employee receives a pro rata benefit from public holidays, whichever days the Employee works.

18.3 Accrual. In the first leave year the entitlement builds up at one-twelfth of a full year's entitlement on the first day of each month of employment, rounded up to the next half day. Later, the

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full entitlement is available from the start of the leave year, subject to the calculation in clause 18.9 if employment ends. This clause assumes regular hours worked through the year. If the Employee is an irregular-hours or part-year worker, the special accrual rules in the Working Time Regulations apply instead.

18.4 Holiday pay. The Employer pays holiday when the leave is taken. A week's leave is paid as a week's pay under the Working Time Regulations. Pay for at least four weeks in each year includes commission linked to the Employee's tasks, regular overtime and other payments that those Regulations require to be included. For fixed pay, one day is one week's pay divided by the Employee's normal working days a week, and half days are in proportion. Where pay varies, the lawful reference period is used.

18.5 Requests. The Employee must request leave by [Holiday request notice: _____]. The Employer will answer promptly and will not refuse without a genuine business reason. To refuse a leave request under this Contract it must give notice at least as many days before the leave starts as the number of days requested. The Employer will help the Employee use the full entitlement in the year.

18.6 Required dates. The Employer may require leave on [Required holiday dates: _____], or on other dates if it gives notice at least twice as long as the period of leave. It must leave the Employee a reasonable choice and must not require sick leave or statutory family leave to be taken as holiday.

18.7 Carry-over and payment. Contractual holiday above Statutory Annual Leave carries over only as follows: [Extra holiday carry-over: _____]. Statutory Annual Leave carries over where the law requires, including the following:

(a) the Employee could not take it because of statutory family leave;

(b) the Employee could not take the first four weeks' leave because of sickness, in which case it must be used within 18 months after the end of the leave year in which it arose; or

(c) the Employer did not recognise the right to paid leave, did not give a reasonable chance to take it, or did not encourage it and warn that it would be lost.

Statutory Annual Leave will not be replaced by a payment except when employment ends.

18.8 Sickness during holiday. If the Employee is ill during booked leave and gives reasonable evidence, the Employer will reinstate the affected leave as the law requires.

18.9 Holiday on termination. Holiday accrued to the Termination Date is the full year's entitlement, multiplied by the days of employment in that leave year and divided by the days in that leave year, plus lawful carry-over and minus holiday taken. The Employer will pay any accrued unused holiday at the rate in clause 18.4 with the final pay. If the Employee has taken more than accrued, the Employee agrees to repay that excess at the same rate, and the Employer may deduct it under clause 14. The Employer will not deduct more than the actual excess.

18.10 Notice and records. The Employer may require accrued leave to be taken during notice under clause 18.6. It will keep adequate records of leave taken, carried over and paid, and of holiday pay, for six years.

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19. Sickness absence and sick pay

19.1 Reporting. If too ill to work, the Employee must tell [Absence contact: _____] by [Absence call time: _____], or as soon as is reasonable, with the likely length of absence and any urgent work. The Employee need not disclose a diagnosis to colleagues. If the Employee cannot call, someone else may do so.

19.2 Evidence. The Employee may self-certify an absence of up to seven calendar days. For a longer absence the Employee must provide a fit note or other acceptable medical evidence, and renew it when it expires. A late note does not remove sick pay that the law requires.

19.3 Statutory Sick Pay. The Employer will pay Statutory Sick Pay when the law requires, from the first qualifying day of sickness and at the rate then in force. The qualifying days are [SSP qualifying days: _____].

19.4 Contractual sick pay. The Employer's sick pay beyond Statutory Sick Pay is: [Company sick pay: _____]. It includes any Statutory Sick Pay due for the same day. If this states "none", the Employee receives Statutory Sick Pay only.

19.5 Contact and support. The Employer may keep in reasonable contact, hold a welfare meeting, consider occupational health advice, and agree a return plan. It will consider phased return, lighter duties, equipment and other reasonable adjustments. The Employee must cooperate reasonably but need not attend while unfit to do so.

19.6 Long-term or repeated absence. Before taking a decision that may affect employment, the Employer will consult the Employee, consider current medical evidence, reasonable adjustments and any suitable alternative work, warn where fair, and allow an appeal. Pregnancy-related absence and time taken as protected leave will not be counted against the Employee.

19.7 Third-party loss. If another person is legally liable for the Employee's absence, the Employee must tell the Employer and may be asked to include contractual sick pay, but not Statutory Sick Pay, in any claim. The Employer may seek repayment only from compensation actually recovered for that loss.

20. Medical examinations and reports

20.1 Examination. The Employer may ask the Employee to attend, at its expense and in paid time, a medical or occupational health assessment when it has a reasonable job-related reason, such as a long absence, a safety concern or a request for adjustments. It will explain the purpose and limit the questions to it.

20.2 Consent to a report. The Employer will not apply to a doctor who has cared for the Employee for a report unless it has told the Employee of the plan and rights under the Access to Medical Reports Act 1988, and the Employee has consented in writing. The Employee may ask to see the report before it is sent, ask for corrections, add a statement or refuse consent, as that Act allows.

20.3 No report. Refusal is not misconduct by itself. The Employer may make a fair decision on the evidence available, after it has told the Employee about the effect of not having more evidence.

20.4 Confidentiality. Health data will be stored securely, seen only by people who need it, used for the stated purpose and kept no longer than needed.

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21. Family and other leave

21.1 Statutory leave. The Employee may take, if eligible, maternity, adoption, paternity, shared parental, parental, bereavement, neonatal care and other family leave, with any pay, according to the law in force at the time. Paternity leave and unpaid parental leave are available from the first day of employment. Any qualifying period or notice in law for statutory pay still applies.

21.2 Dependants and carers. The Employee may take a reasonable amount of unpaid time off during working hours to deal with an emergency or another event covered by law involving a dependant, and at least one week's unpaid carer's leave in any 12-month period to provide or arrange care for a dependant with a long-term care need. The Employee must tell the Employer about the reason and expected length as soon as is reasonable.

21.3 Antenatal and public duties. The Employee may take time off for antenatal care, adoption appointments, jury service, public duties, trade union duties, safety representative duties and other purposes as the law provides. The right to pay for that time depends on the law and clause 21.4.

21.4 Other paid leave. In addition to holiday and sick leave, other paid leave is: [Other paid leave: _____]. If this states "none", there is no other contractual paid leave, and statutory paid leave still applies.

21.5 Requests and return. The Employer will deal with requests promptly, keep family and care information private, and confirm the dates and return rights. The Employee keeps the benefits and right to return that the law gives, and will not suffer a detriment for using a right. Redundancy protection during and after pregnancy and family leave applies.

22. Flexible working

22.1 Right to ask. The Employee may make a statutory request to change hours, times of work, or the place of work, including home working, from the first day of employment.

22.2 Request. A request should be in writing, dated, identify it as a statutory flexible working request, and state the change asked for, the desired start date, and any earlier request. The Employee does not have to explain how the Employer might deal with the effect.

22.3 Response. The Employer will handle the request in a reasonable manner, consult before refusing all or part of it, allow the Employee to be accompanied if it agrees that this would help, and give its decision, including the outcome of any appeal, within the time the law requires or a longer time that the Employee agrees.

22.4 Reasons. The Employer may refuse only on grounds and by a process that the law allows, and will explain them in writing. An agreed change is recorded as a written change under clause 43. A trial period must state its length and what happens at its end.

23. Training

23.1 Training entitlement. The Employee is entitled to the following training provided by the Employer: [Training entitlement: _____].

23.2 Compulsory training. Of that training, the Employee must complete: [Compulsory training: _____]. Compulsory training is working time, and the Employer will pay its cost and the Employee's pay for that time, unless clause 23.3 lawfully says otherwise.

23.3 Training the Employer does not pay for. Any other training the Employer requires and will not pay for is: [Compulsory training the Employer will not pay for: _____]. If this states

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"none", there is none. No arrangement may lead to a breach of the minimum wage or the law on free safety training.

23.4 Repayment. The Employer may ask the Employee to repay the cost of an optional course only under a separate agreement signed before the course starts, which states the true cost, the benefit, the repayment events, and a schedule that reduces to zero over a fair period. The Employee will not repay for induction, compulsory safety or other legally required training, or if the Employer ends the employment other than for gross misconduct.

24. Health, safety and insurance

24.1 Employer's duty. The Employer will ensure, so far as is reasonably practicable, the Employee's health, safety and welfare at work. It will assess risk, provide safe systems, equipment, information, supervision and any free protective equipment the law requires, and consult as required.

24.2 Employee's duty. The Employee must take reasonable care of personal safety and that of others, follow lawful safety instructions, use equipment properly and report hazards, accidents and near misses promptly to [Safety contact: _____]. The Employee may leave work, or refuse to return, in serious and imminent danger as the law allows.

24.3 Stress and alcohol or drugs. The Employee may raise stress or wellbeing concerns at any time. The Employee must not work while unfit through alcohol or drugs. Testing happens only under a clear, fair and lawful Policy, with the consent and data safeguards the law requires.

24.4 Insurance. The Employer will maintain employers' liability insurance of at least £5 million with an authorised insurer, as the law requires, and make the certificate available. Where it would be responsible in law for acts done in the ordinary course of work, the Employer will not seek an indemnity from the Employee for honest mistakes or ordinary negligence.

24.5 No exclusion. Nothing in this Contract limits liability for death or personal injury caused by negligence, or any safety duty that cannot lawfully be limited.

25. Equality and harassment

25.1 Equality. The Employer and Employee must treat others with dignity and must not discriminate, harass or victimise because of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

25.2 Prevention of harassment. The Employer will take all reasonable steps to prevent sexual harassment of employees in the course of employment. It will also take all reasonable steps to prevent third parties, such as customers, clients and contractors, from harassing employees in breach of the Equality Act 2010. Those steps include a clear Policy, risk assessment, suitable training and reporting routes, and action on complaints.

25.3 Reports. The Employee may report a concern to [Harassment reporting contact: _____], or through clause 34. The Employer will respond promptly and fairly, protect those who report in good faith, and consider interim measures that do not punish the person affected.

25.4 Part-time and fixed-term work. A part-time or fixed-term Employee will not be treated less favourably than a comparable worker contrary to law. Pay and benefits are pro rata where appropriate.

25.5 No exclusion. No term of this Contract excludes or limits a right under the Equality Act 2010, or stops anyone making a relevant pay disclosure.

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26. Trade union membership and collective agreements

26.1 Union rights. The Employee may join or not join a trade union, take part in its activities at an appropriate time and seek its help. The Employer will not cause a detriment or offer an inducement contrary to law because the Employee does so.

26.2 Statement of rights. If the employment begins on or after 1 January 2027, the Employer will give the Employee the prescribed statement of trade union rights at the same time as the statement under section 1 of the Employment Rights Act 1996. It is a separate document in the prescribed form, given in person, by post or electronically. If the Employee was employed immediately before 1 January 2027 and is still employed on 5 April 2027, the Employer will give it on or before 5 April 2027, or may instead make it reasonably accessible to the Employee with written notice of where to find it, as the regulations allow. While the employment continues, the Employer will give the statement again, or keep it available with the notices the regulations require, on or before 5 April in each later year, and will give an updated statement within one month of a change to the recognised union or access agreement information, as the regulations require. For this clause a year runs from 6 April to the following 5 April, and the later years are those after the year in which the statement first had to be given.

26.3 Collective agreements. The collective agreements that directly affect the terms and conditions of this employment are: [Collective agreements: _____]. If the Employer is not a party to one, that entry states who made it. If this states "none", no collective agreement directly affects them.

27. Outside interests and conflicts

27.1 Disclosure. The Employee must tell the Line Manager in writing about outside paid work, a directorship, or a significant financial interest that could reasonably create a conflict with the job, misuse Confidential Information or breach the working time limits.

27.2 Other work. The Employee may do other work outside working hours if it does not create a real conflict, use the Employer's property, unlawfully use Confidential Information or endanger health and safety. The Employer may object only for a stated, reasonable and lawful reason. The Employer will answer a request within 10 working days.

27.3 Investments. The Employee may hold, as a passive investment, up to 3% of any class of securities listed on a recognised exchange.

27.4 Zero hours. If this is a zero-hours contract, or another arrangement to which the statutory ban on exclusivity applies, nothing in clause 27 prohibits work for someone else or requires consent before doing it.

27.5 Gifts and bribery. The Employee must not ask for, offer or accept a bribe, and must report any improper gift or payment. The Employee must follow lawful conflict, anti-bribery, competition and financial crime Policies.

28. Company property, IT and monitoring

28.1 Property. Devices, keys, documents, accounts, vehicles and other property provided for work belong to the Employer. The Employee must use reasonable care, use them mainly for work, and report loss or damage promptly. Reasonable personal use is: [Reasonable personal use: _____].

28.2 Security. The Employee must not share passwords, bypass security, install unapproved software,

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put confidential work data in unapproved personal or artificial intelligence services, or copy it without a work need. The Employee must report a suspected data or security incident at once.

28.3 Monitoring. The Employer may monitor work systems only for a lawful, specific and proportionate purpose, such as security, safety, regulatory compliance or investigating suspected wrongdoing. It will tell staff the nature, extent and reasons for regular monitoring, assess the effect on privacy, use the least intrusive method reasonably available and limit who sees the results. Covert monitoring is used only in exceptional cases that the law allows.

28.4 Private communications. The Employer will not open content it knows to be private, including union, legal or medical communications, unless there is an exceptional lawful need. Personal devices and accounts will not be searched without a lawful basis.

29. Data protection

29.1 Employer's duties. The Employer is the controller of the Employee's personal data and will process it under the UK GDPR and the Data Protection Act 2018. Before or when it collects data, it will give a privacy notice that states who it is, the purposes and lawful bases, recipients, transfers, retention and the Employee's rights. The current notice is at [Privacy notice location: _____].

29.2 Lawful use. The Employer will process data that is needed to perform this Contract, meet legal duties, pursue proportionate legitimate interests or for another lawful basis. It will not rely on this Contract as blanket consent. Special category and criminal offence data will be processed only when the law permits.

29.3 Employee's duties. The Employee must follow lawful data protection instructions, access only the data needed for work, keep it secure, report any suspected breach promptly and return or delete copies as instructed.

29.4 Rights. The Employee may request access, correction, erasure, restriction or portability, or object to processing, as the law allows, by contacting [Privacy contact: _____]. The Employee may also complain to the Employer about the handling of personal data through [Privacy contact: _____]. The Employer will acknowledge the complaint within 30 days and respond without undue delay. The Employee may complain to the Information Commission.

30. Confidential information

30.1 Meaning. "Confidential Information" means non-public information, in any form, about the business, customers, suppliers, pricing, finances, products, technology, strategy or personnel of the Employer or a Group Company that a reasonable person would understand to be confidential, including trade secrets. A trade secret is information that is secret, has commercial value because it is secret, and has been subject to reasonable steps to keep it secret.

30.2 Duty. During employment the Employee must not use or disclose Confidential Information except to do the job properly, with authority or as the law requires. After employment the Employee must not use or disclose trade secrets, or other information that is so confidential that it has the same protection, for as long as it keeps that character.

30.3 Care. The Employee must take reasonable steps to protect Confidential Information and report a loss or unauthorised request. This duty does not require the Employee to delete evidence that the Employee is lawfully entitled to keep for a claim or protected disclosure.

30.4 Exceptions. This clause does not apply to:

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(a) information in the public domain other than because of the Employee's breach;

(b) the Employee's own general skill, experience and know-how;

(c) information lawfully known before the employment or received from a person with a right to disclose it;

(d) disclosure a court, tribunal, regulator or the law requires; or

(e) any disclosure protected by clause 31.

30.5 Pay discussions. The Employee may discuss the Employee's own pay, and may seek, make or receive a relevant pay disclosure under the Equality Act 2010.

31. Protected disclosures and permitted speech

31.1 Overriding effect. Nothing in this Contract, a Policy, a settlement discussion or an instruction prevents, discourages or penalises the Employee for doing any of the following:

(a) making a protected disclosure under Part IVA of the Employment Rights Act 1996, including one about sexual harassment;

(b) making, or helping someone make, an allegation or disclosure about work-related harassment or discrimination, or about the Employer's response to such conduct;

(c) reporting a crime to, or cooperating with, the police or another body that investigates or prosecutes crime;

(d) speaking to a regulator, court, employment tribunal, Acas or the Equality and Human Rights Commission;

(e) getting confidential help from a qualified lawyer, trade union, doctor, other regulated health professional, counsellor, victim support service, spouse or partner, parent, or child; or

(f) making any other disclosure that the law does not permit a contract to prevent.

31.2 No permission needed. The Employee does not need the Employer's permission, and need not tell the Employer, before making those disclosures. The Employer encourages the Employee to raise concerns internally, but does not require it.

31.3 No detriment. The Employer will not dismiss, threaten or cause a detriment to the Employee because of a protected disclosure or other protected act. A contractual term that conflicts with this clause has no effect to that extent.

32. Intellectual property and inventions

32.1 Inventions. Whether an invention made by the Employee belongs to the Employer is decided by section 39 of the Patents Act 1977. If it does not belong to the Employer under that section, it belongs to the Employee, as between them. This Contract does not give the Employer any wider right in an invention.

32.2 Disclosure of inventions. The Employee must promptly disclose in confidence any invention that may belong to the Employer under section 39, so that ownership can be decided. The Employee need not disclose an unrelated private invention merely because it was made during the employment.

32.3 Compensation. The Employee keeps every right to compensation under sections 40 to 42 of the Patents Act 1977, including compensation for a patent of outstanding benefit.

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32.4 Copyright and designs. As between the parties, the Employer owns the copyright, design rights and database rights in works the Employee makes in the course of employment, as the law provides. The Employee keeps all rights in works made outside the course of employment without the Employer's Confidential Information. If further formalities are needed to transfer a right that the law gives the Employer, the Employee will sign a reasonable document at the Employer's cost.

32.5 Existing works. The Employee's existing works that are excluded from the Employer's ownership are: [Excluded existing works: _____]. If the Employee chooses to include any in the Employer's products, it will be under a separate written licence.

32.6 Moral rights. The Employee waives moral rights in works made in the course of employment only so far as the law allows and only as needed for the Employer's ordinary use of them.

32.7 Cooperation. During employment and afterwards, the Employee will give reasonable help, at the Employer's expense, to record or protect rights the Employer owns. After employment, the Employer will pay a reasonable rate for that time. No power of attorney is granted by this clause.

33. Disciplinary procedure and suspension

33.1 Rules and procedure. The disciplinary rules and procedure are in Schedule 4, which also names the person to whom an appeal goes. The Employer will follow the Acas Code. The procedure is not designed to be limited by the Employee's length of service.

33.2 Fair steps. The Employer will:

(a) make a reasonable and prompt investigation, normally by someone other than the decision-maker;

(b) tell the Employee in writing the concern, the evidence, possible outcomes and the meeting details, with time to prepare;

(c) hold a meeting, let the Employee answer, and allow a companion under clause 33.3;

(d) decide on the facts and give a written reason, with any warning period and improvement needed; and

(e) offer an appeal, heard by someone not previously involved where practicable.

33.3 Companion. On reasonable request, the Employee may be accompanied at a disciplinary hearing that could lead to a formal warning or other action by a fellow worker, trade union representative or official, as the Employment Relations Act 1999 provides. If the companion cannot attend, the hearing will be postponed to a reasonable time within five working days.

33.4 Outcomes. Possible outcomes are no action, informal guidance, a first written warning, a final written warning, dismissal with notice, or dismissal without notice for gross misconduct. The Employer may skip a step when it is fair because of the seriousness of the conduct.

33.5 Suspension. The Employer may suspend the Employee on full pay and contractual benefits if that is reasonably necessary to protect people, evidence or the business while it investigates. The suspension is not a disciplinary sanction, must be as brief as possible and must be kept under review. The Employer will confirm the reasons and a point of contact in writing, and will allow the Employee to contact witnesses or a representative through a reasonable route.

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34. Grievance procedure

34.1 Raising a grievance. The Employee should try to settle a concern informally if that is safe and suitable. Otherwise the Employee may make a written grievance to **[Grievance contact: _____]**, or to [Alternative grievance contact: _____] if it concerns that person.

34.2 Meeting and decision. The Employer will acknowledge the grievance, investigate promptly, invite the Employee to a meeting without unreasonable delay, and decide in writing, with its reasons and any remedy. The Employee must make a reasonable effort to attend and may ask to postpone.

34.3 Companion and appeal. On reasonable request, the Employee may be accompanied at a grievance hearing that concerns the performance of a legal or contractual duty. If dissatisfied with the outcome, the Employee may appeal within the time in Schedule 4.

34.4 No retaliation. The Employer will not punish a grievance, complaint or witness made in good faith. Raising a grievance does not extend a tribunal time limit by itself, and using this procedure does not prevent a legal claim.

35. Notice of termination

35.1 Notice by the Employer. After probation, the Employer must give at least **[Employer notice after probation: _____]** written notice, or the following statutory minimum if it is longer:

(a) one week if the Employee has one month but less than two years of continuous employment;

(b) one week for each complete year of continuous employment if it is at least two but less than 12 years; or

(c) 12 weeks if it is 12 years or more.

35.2 Notice by the Employee. After probation, the Employee must give at least **[Employee notice after probation: _____]** written notice, and not less than one week after one month's continuous employment.

35.3 Probation. During probation, clause 7.4 applies instead of the contractual periods in clauses 35.1 and 35.2. The statutory minimum always applies.

35.4 Start of notice. Notice starts the day after the other party receives it unless it states a later date. It must be clear and in writing. Notice cannot be withdrawn without the other party's agreement.

35.5 Pay during notice. The Employer will pay the Employee during notice and the Employee will remain subject to the Contract, whether or not work is provided. If the Employee cannot work because of sickness, holiday, pregnancy or family leave, the Employer will pay what sections 87 to 91 of the Employment Rights Act 1996 require. The Employer may reduce that only by a payment the Act allows to count towards it.

35.6 Resignation without notice. The right of either party to terminate without notice because of the other party's serious breach is not affected. If the Employee leaves without required notice, the Employer is not bound to pay for unworked notice, but may not make an extra deduction unless it has a lawful basis and proves a real loss.

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36. Pay in lieu of notice

36.1 Option. The Employer may end the employment at once, or at any time after notice has been given by either party, by written notice that it will pay instead of all or the rest of the notice (a "Payment in Lieu"). The employment then ends on the date stated in that notice.

36.2 Amount. The Payment in Lieu is the Basic Pay for the unexpired required notice period, less tax and National Insurance contributions the law requires. It does not include bonus, commission, benefits or holiday that would have built up, unless the law or a term stated as contractual says otherwise.

36.3 Payment. The Employer will pay within 14 days after the Termination Date, together with any pay and accrued holiday. Clause 36.1 is a power, not a duty, so the Employer may require the Employee to work or take garden leave instead.

36.4 No double right. A Payment in Lieu does not reduce a statutory redundancy payment, accrued pay or any claim that the law does not allow a party to exclude. It is not due after a lawful dismissal without notice under clause 38.

37. Garden leave

37.1 Right to place on leave. After notice has been given by either party, the Employer may, for all or part of the notice period, ask the Employee not to work, not to attend, or not to contact customers or staff on business ("Garden Leave"). The Employer must consider whether the restriction is reasonably needed to protect its legitimate interests.

37.2 Pay and duties. During Garden Leave the Employer will continue to pay Basic Pay and contractual benefits. The Employee remains employed, owes good faith and confidentiality, must be reasonably available to answer questions, and must not do competing work. The Employee may seek future employment and keep private social contacts.

37.3 Length. Garden Leave may not exceed the unexpired notice period. It will be set off against the restrictions in clause 41, as clause 41.5 provides.

37.4 Access and holiday. The Employer may suspend system access and ask for return of property that is not reasonably needed. It may require accrued holiday to be taken if it gives the notice in clause 18.6.

38. Summary termination

38.1 Gross misconduct. The Employer may dismiss without notice or Payment in Lieu if, after a fair process, it reasonably finds that the Employee committed gross misconduct or another breach so serious that the employment relationship cannot continue. Examples are listed in Schedule 4.

38.2 Process. The Employer must still investigate, tell the Employee the case, hold a meeting, allow a companion, decide and offer an appeal. If the Employee's continued presence is unsafe during that process, it may suspend on pay under clause 33.5.

38.3 Accrued rights. Summary dismissal does not remove earned wages, accrued holiday or other rights that the law protects. The Employee may dispute the reason and bring a claim.

38.4 Employer's serious breach. Nothing in clause 38 prevents the Employee from resigning and claiming constructive dismissal where the Employer's conduct justifies it in law.

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39. Fair dismissal, written reasons and redundancy

39.1 Fair reason and process. If the Employee has unfair dismissal protection, the Employer will dismiss only for a reason that the law accepts, such as capability, qualifications, conduct, redundancy, a legal restriction or another substantial reason, and will act reasonably in all the circumstances. It will not dismiss for an automatically unfair or unlawfully discriminatory reason at any time.

39.2 Written reasons. The Employer will give written reasons within 14 days of a request when the Employee is entitled to them, and without a request if the Employee is dismissed while pregnant or during maternity or adoption leave covered by the law.

39.3 Redundancy. If redundancy is proposed, the Employer will warn and consult the Employee, use fair objective selection criteria, consider suitable alternative work, give reasonable paid time off to look for work where the law requires, and allow an appeal. Collective consultation duties apply if their legal thresholds are met.

39.4 Redundancy payment. If the Employee qualifies, the Employer will pay a statutory redundancy payment for each complete year of service, for no more than 20 years, at one and a half weeks' pay for years at age 41 or over, one week's pay for years at age 22 to 40, and half a week's pay for years below 22. The statutory cap on a week's pay applies. The contractual redundancy terms beyond that are: [Extra redundancy terms: _____].

39.5 Later law. The qualifying period, compensation and procedure for any dismissal are those in law on the date that the law makes relevant. This clause does not delay or reduce a statutory right.

40. Obligations on termination

40.1 Return of property. On the Termination Date, or earlier on request during Garden Leave, the Employee must return all the Employer's property, documents and access devices. The Employer will arrange or pay for reasonable delivery and will allow the Employee to copy personal information.

40.2 Information. The Employee must give passwords for work accounts and delete or return Confidential Information held on a personal device, after reasonable help from the Employer. The Employee may retain payslips, contract documents and evidence that the law permits to be kept for a claim or protected disclosure.

40.3 Final payment. The Employer will pay earned wages, expenses, accrued holiday and any other sum due at the next usual pay date, or earlier if the law requires. It will provide a P45 and any pension information due.

40.4 Public statements. The Employee must stop representing that the Employee still works for the Employer and may update professional profiles accordingly. The Employer will not require the Employee to delete truthful employment history.

40.5 Reference. If the Employer gives a reference, it will take reasonable care that it is accurate, fair and not misleading. A reference policy, if any, is: [Reference policy: _____].

40.6 Directorships. If the Employee holds an office because of the employment, the Employee will resign from it when the employment ends, if asked. This does not create an obligation to transfer personal shares.

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41. Post-termination restrictions

41.1 Purpose. This clause applies only if Schedule 3 states the relevant restriction, its length, territory and the legitimate interest it protects. The restrictions protect trade secrets, confidential business information, stable workforce and customer connections. They are no wider than reasonably necessary for the Employee's role.

41.2 Definitions. In this clause:

(a) **"Restricted Period"** means the period stated for that restriction in Schedule 3, running from the Termination Date and reduced under clause 41.5;

(b) **"Relevant Period"** means the 12 months before the Termination Date, or the period of employment if shorter;

(c) **"Protected Customer"** means a customer or active prospect of the Employer with whom the Employee had material dealings, or about whom the Employee had Confidential Information, during the Relevant Period;

(d) **"Protected Employee"** means a senior, technical or customer-facing employee with whom the Employee worked materially during the Relevant Period and who could damage the Employer's legitimate interests by joining a competitor; and

(e) **"Restricted Business"** means the products or services of the Employer described in Schedule 3 with which the Employee was materially involved in the Relevant Period.

41.3 Separate restrictions. If selected in Schedule 3, during the Restricted Period the Employee must not, in the territory and manner stated there:

(a) be employed or engaged in Restricted Business by a competitor, in a role where it would be reasonably likely that the Employee would use trade secrets or comparable Confidential Information;

(b) solicit a Protected Customer, in competition with the Employer, for Restricted Business;

(c) supply or deal with a Protected Customer, in competition with the Employer, in Restricted Business; or

(d) induce a Protected Employee to leave the Employer to work for a competitor.

41.4 Independence and permitted activity. Each restriction in clause 41.3 is separate. The restrictions do not prevent passive holdings permitted by clause 27.3, general advertising not targeted at a Protected Employee, work outside the Restricted Business, or any protected disclosure. They are not a penalty for using a statutory right.

41.5 Garden Leave. Each Restricted Period is reduced by the time the Employee was placed on Garden Leave immediately before the Termination Date.

41.6 Wrongful breach. A restriction does not apply if the employment ended because of a repudiatory breach by the Employer that the Employee accepted.

41.7 New employer. If the Employee receives an offer while a restriction may apply, the Employee may show clause 41 and Schedule 3 to the prospective employer. The Employer will respond within 10 working days to a reasonable request for clarification or consent.

41.8 Enforcement. If a court finds that words can lawfully be removed from a restriction without rewriting it and without a major change in the overall effect of the restraints, those words may be removed. The parties do not ask a court to rewrite a term, and no restriction continues beyond what is

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reasonable.

42. Transfer of the business

42.1 Transfer. If the business, or the part in which the Employee works, transfers and the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply, this Contract and the Employer's related rights and duties transfer to the new employer, subject to those Regulations and any objection the Employee makes.

42.2 Consultation and continuity. The Employer will inform and consult as the law requires, preserve continuous employment, and not dismiss or change terms because of the transfer except as the Regulations allow.

42.3 No assignment otherwise. The Employer may not transfer this Contract to another person without the Employee's written agreement, except where the law transfers it.

43. Changes to terms

43.1 Agreement. Changes to this Contract must be recorded in writing and agreed by both parties, unless the law itself changes a term or a clause expressly permits a narrow change. The Employer will explain a proposed change, consult meaningfully and allow the Employee reasonable time to take advice. Silence is not by itself agreement.

43.2 No unilateral cut. The Employer may not use this clause, a Policy or any other term to reduce pay, Normal Hours, pension, leave or another substantive right without the Employee's agreement.

43.3 Statement of change. The Employer will give the Employee a written statement with explicit particulars of any change to the statutory particulars at the earliest opportunity, and no later than one month after it, or before the Employee leaves the United Kingdom for work abroad where that is earlier and the law requires it.

43.4 Policies. The Employer may update a non-contractual Policy after reasonable notice and, where fair, consultation. It may not use a Policy to change the Contract.

44. Statutory rights and dispute resolution

44.1 Statutory rights preserved. This Contract does not exclude or limit any statutory right that a party may not give up, including rights to bring tribunal proceedings. An agreement to settle a claim is valid only if made through the route and with the safeguards the law requires.

44.2 Resolving disputes. The parties will try to resolve a dispute through discussion, the grievance procedure or voluntary mediation where suitable. The Employee is not required to mediate or use an internal process before making a claim. There is no private arbitration of statutory claims in this Contract.

44.3 Claims. Before most employment tribunal claims the Employee must notify Acas for early conciliation. The relevant statutory time limit applies and can be affected by that process. The Employee should act without delay and may get independent advice. Nothing in this Contract changes the time limit.

44.4 Evidence and cooperation. Each party must keep relevant evidence when it knows of a likely claim and must not intimidate a witness. The Employer may ask for reasonable help with legal proceedings in which the Employee has relevant information, but not from a claimant about the Employee's own claim. It will pay reasonable expenses and time after employment, without paying for the content of evidence.

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45. Notices

45.1 Form. Formal notice under this Contract must be in writing. The Employer may give it by hand, prepaid post to the Employee's current address, work email while accessible, or the personal email [Employee personal email: _____]. The Employee may give it to [Employer notice contact: _____] by hand, post or email at [Employer notice email: _____].

45.2 Receipt. A hand delivery is received when delivered; prepaid post, on the second working day after posting; and email, on the next working day unless the sender has notice of failure. Evidence may show a different actual time. A dismissal takes effect only when communicated, as the law requires.

45.3 Current details. Each party must promptly tell the other about a change of contact details. A notice sent to the last details supplied is valid, if the sender could not reasonably have known that they were wrong.

46. Entire agreement, waiver and severance

46.1 Entire agreement. This Contract contains the whole agreement about the employment and replaces prior discussions and drafts about the same subject. It does not exclude liability for fraud or a misrepresentation that the law does not allow to be excluded, or remove any accrued right.

46.2 Waiver. A delay in enforcing a term does not waive it. A waiver must be in writing, and does not waive a later breach or a statutory right that cannot be waived.

46.3 Severance. If a term is illegal or unenforceable, the remaining terms continue so far as they can stand separately. If words can be removed lawfully, only those words are removed. A term that conflicts with mandatory law gives way to that law.

46.4 Survival. Terms that by their nature continue after the employment ends, including clauses 30, 31, 32, 40 and 41, continue for the period that applies.

46.5 No partnership or penalty. This Contract does not create a partnership. Remedies compensate real loss and are not a penalty.

47. Third-party rights

47.1 England and Wales. If the law of England and Wales governs this Contract, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce it.

47.2 Scotland. If Scots law governs, nothing in this Contract creates a third-party right under the Contract (Third Party Rights) (Scotland) Act 2017.

47.3 Protected rights. This clause does not remove a right or protection that exists independently of those Acts, including the rights a transferred employer or Employee has under law.

48. Governing law and jurisdiction

48.1 Law. This Contract is governed by the law of **[Governing law: _____]**.

48.2 Forum. Subject to any rule about where an employee may sue or be sued, the courts and employment tribunals of that part of Great Britain have jurisdiction over a claim about this Contract. Nothing prevents a claim in a court or tribunal that mandatory law makes available.

48.3 Northern Ireland. This Contract must not be used for work in Northern Ireland without changes by a suitably qualified adviser, since different employment legislation applies there.

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49. Counterparts and electronic signatures

49.1 Counterparts. The parties may sign separate copies, which together make one contract. Each party must receive a complete copy.

49.2 Electronic signature. The parties may sign electronically if the method identifies the signatory and shows an intention to sign. An electronic copy of a signed Contract has the same effect as a paper copy so far as the law allows.

49.3 Delivery. The Employer must keep the signed Contract securely and give the Employee a copy that can be stored or printed. A failure to sign does not excuse the Employer's duty to give the written statement in time.

By signing, the parties agree to this Contract and its Schedules. The Employee has had a reasonable opportunity to read it and take advice. A signature here does not sign the separate opt-out in Schedule 2.

For the Employer, [Employer legal name: _____]
Name of signatory: [Employer signatory: _____]
Title: [Signatory title: _____]
Signature: .....
Date: .....

Employee, [Employee name: _____]
Signature: .....
Date: .....

This checklist helps the parties find and check the statutory particulars. It does not replace the full terms. If a listed term has no particulars, the relevant clause must say so.

Required in this single document

(a) **Names, job and Start Date:** [Employer legal name: _____]; [Employee name: _____]; [Job title: _____]; [Start date: _____]. Continuous employment began on [Continuous employment date: _____] (clauses 1, 3 and 6).

(b) **Pay:** [Pay rate: _____], paid [Pay interval: _____]; any other method is in clause 12.1.

(c) **Hours and days:** [Normal weekly hours: _____] on [Required working days: _____]; variation: [Variation of hours or days: _____] (clause 10).

(d) **Holiday:** [Annual holiday entitlement: _____], with public holidays and accrued holiday pay as stated in clause 18.

(e) **Sickness and other paid leave:** [Company sick pay: _____] and Statutory Sick Pay; other paid leave: [Other paid leave: _____] (clauses 19 and 21).

(f) **Other benefits:** [Other benefits: _____] (clause 17).

(g) **Notice and duration:** employer notice [Employer notice after probation: _____]; employee notice [Employee notice after probation: _____]; duration [Employment period: _____] (clauses 3 and 35). Statutory minimum notice applies.

(h) **Probation:** [Probation length: _____]; conditions: [Probation conditions: _____] (clause 7).

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(i) **Place of work:** [Normal place of work: _____]; other places: [Other work places: _____]; Employer's address: [Employer address: _____] (clause 8).

(j) **Training:** entitlement: [Training entitlement: _____]; compulsory: [Compulsory training: _____]; compulsory training not paid for by the Employer: [Compulsory training the Employer will not pay for: _____] (clause 23).

(k) **Work outside the United Kingdom for over one month:** [Work abroad terms: _____] (clause 9).

May be given within two months if not already in this Contract: pension scheme terms (clause 16); collective agreements (clause 26); details of non-compulsory training (clause 23); and the disciplinary and grievance note (clauses 33 and 34 and Schedule 4). Further pension particulars are in the documents named in clause 16.

Separate from this Contract: the prescribed statement of trade union rights, when clause 26.2 requires it, and the privacy notice in clause 29.

Voluntary opt-out from the 48-hour average weekly limit. This is a separate agreement between [Employer legal name: _____] and [Employee name: _____]. It is optional. The Employer does not require the Employee to sign it as a condition of the job.

1. Agreement. The Employee agrees that the limit on average weekly working time in regulation 4(1) of the Working Time Regulations 1998 will not apply to the Employee. This does not remove any other right, including daily and weekly rest, rest breaks, paid annual leave and night work limits.

2. Ending the opt-out. The Employee may end this opt-out at any time by giving the Employer [Opt-out cancellation notice: _____] written notice. That period is at least seven days and no more than three months. No reason is needed. The 48-hour limit applies when that notice ends.

3. Protection. The Employer will not dismiss, deny benefits to, or treat the Employee less well for refusing, or later ending, this agreement. The Employer must keep an up-to-date record of who has opted out.

4. Young workers. A worker under 18 must not sign this Schedule.

Complete and sign only if the Employee chooses to opt out:

Employee: Signature ..... Date .....

For the Employer: Name ..... Signature ..... Date .....

Part A: job description. The work is: [Job description: _____]. The grade or seniority is [Grade or seniority: _____]. Further duties must be consistent with clause 6.4.

Part B: restrictions after employment. Use only restrictions that a person in this role reasonably needs. Enter "none" for any that does not apply, and give a fair period.

(a) **Restricted Business:** [Restricted business: _____]

(b) **Territory:** [Restriction territory: _____]

(c) **Working for a competitor, clause 41.3(a):** [Non-compete period: _____]

(d) **Not soliciting Protected Customers, clause 41.3(b):** [Customer non-solicit period: _____]

(e) **Not dealing with Protected Customers, clause 41.3(c):** [Customer non-dealing period:

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_____]

(f) **Not recruiting Protected Employees, clause 41.3(d):** [Staff non-poach period: _____]

(g) **Protected Customers or customer groups covered, within the definition in clause 41.2(c):** [Protected customers: _____]

(h) **Legitimate interest protected and why these limits are no wider than needed:** [Legitimate interest: _____]

A stated restriction starts on the Termination Date and is reduced by Garden Leave under clause 41.5. A statement of "none" means that the Employee is not bound by that restriction.

Part A: disciplinary procedure. A disciplinary decision may be given only after the steps in clause 33. For misconduct that is not serious, the usual steps are informal guidance, a first written warning normally active for six months, a final written warning normally active for 12 months, and dismissal with notice. For poor performance, the Employer will first state the standard, offer support and allow a reasonable time to improve. A warning will identify the problem, required change, time, support and consequences.

Part B: examples. Misconduct includes unauthorised absence, repeated lateness, refusal of a lawful and reasonable instruction and misuse of work systems. Gross misconduct may include theft, fraud, violence, serious harassment or discrimination, serious health and safety breach, deliberate data misuse, serious insubordination, or being seriously unfit at work through alcohol or drugs. The list does not mean that an act is automatically gross misconduct. The facts and fair process matter.

Part C: disciplinary appeals. The Employee may apply to **[Disciplinary appeal contact: _____]**, in writing, within [Appeal period: _____] of receiving a decision. The appeal should state the reasons. A late appeal with good reason will be considered. The Employer will hold an appeal meeting without unreasonable delay, allow a companion and confirm the final decision in writing.

Part D: grievance. The Employee may apply in writing to **[Grievance contact: _____]** , or to [Alternative grievance contact: _____] if needed, to seek redress of any grievance about the employment. The appeal goes to [Grievance appeal contact: _____] within [Appeal period: _____] of the decision. The Employee may make the appeal in another reasonable way if a disability or other circumstance prevents writing.

Part E: records and law. The Employer will keep notes and decisions securely and share them as the law and fairness allow. The Acas Code prevails over any less favourable procedural step here.

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