

## TERMS AND CONDITIONS OF EMPLOYMENT

Your employer: .....

To: .....

Your employment began on ..... and the following terms of your employment applied on .....

1. Job Title

You will be employed by the company as .....

2. Remuneration Hours of Work and Duties

(a) You will be paid at the rate of £..... per annum, payable monthly in arrears by cheque. Salaries are reviewed annually.

(b) Your normal working hours are from 9.00 to 5.00, Monday to Friday including a lunch break of one hour.

(c) Your duties are those which the Company may from time to time consider as falling within the general ambit of the title of your appointment as ..... but the Company may in its discretion require you to take any appointment or duties it considers appropriate to your abilities.

(d) In accordance with the Working Time Regulations, to perform your duties fully and properly it may be necessary for you to work beyond these hours.

3. Holiday Entitlement

Your entitlement to holidays and holiday pay is governed by the following provisions:-

(i) Holiday Year

The Company's holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> December.

(ii) Holiday Entitlement

(a) Until 1<sup>st</sup> January in the first year of your employment you will be entitled to ..... days paid holiday.

(b) During each full holiday year of service your holiday entitlement with basic pay in addition to public holidays is .....working days per year.

(iii) All Holiday

(a) Holiday dates will be by arrangement with the Company and at least 3 weeks notice must be given in respect of holiday of more than 5 days duration.

(b) Holiday entitlement may not be carried over to the following year without prior written approval. This will only be considered if holiday arrangements have been postponed at the request of the Company or the Company has accepted that holiday has not been taken because of the demands of your job.

(c) Upon termination of your employment you will be paid for holiday not taken in that year. Pay for holiday in excess of accrued entitlement may, if the Company in its discretion so decides, be deducted.

(d) Holiday accrued to you not taken can only be accepted as part of any notice to the Company in the Company's discretion. Notice to the Company shall not run during any holiday previously arranged with the Company and taken.

4. Absence for any cause

- (a) In the event of your being absent for any reason other than pre-arranged holiday you will be required to complete the Company's Absence Record form.
- (b) If the absence is not established to the Company's satisfaction as genuine absence on account of sickness you will not be paid for such day or day's absence.
- (c) In addition to the provisions of (b) above, the Company may take disciplinary action in appropriate circumstances.

5. Sickness and Injury

- (a) If you are absent on account of sickness or injury you (or someone on your behalf) must inform the Company of the reason for your absence as soon as possible and must do so no later than the end of the working day on which the absence first occurs.
- (b) In respect of absence lasting 7 or fewer days you are not required to produce a medical certificate but must complete the Company's self certification form on return to work from such absence.

- (c) In respect of absence lasting more than 7 days you must on the 8<sup>th</sup> day of absence provide the Company with a medical certificate stating the reason for your absence. You must provide a medical certificate each week to cover any further period of absence. The Company reserves the right to ask you at any stage of absence to produce a medical certificate and/or undergo medical examination.
- (d) For periods of absence due to sickness or injury, you will be paid your normal basic remuneration (less any statutory sick pay or sickness benefit to which you may be entitled) for 20 working days in total in any one sick pay year which runs from 1<sup>st</sup> January to 31<sup>st</sup> December or such other period or periods of absence from work as the Company at its discretion decides.
- (e) The Company operates the Statutory Sick Pay Scheme and you are required to co-operate in the maintenance of necessary records. Payments made to you by the Company under sick pay provisions in satisfaction of any other contractual entitlement will go towards discharging the Company's liability to make payment to you under the Statutory Sick Pay Scheme.

6. Pension

The Company has a pension scheme of which you are entitled to the member after 3 months service.

7. Termination of Services

Your Contract of Employment is terminable by notice as follows:-

(a) Notice by the Company

<u>Length of continuous service</u>	<u>Minimum period of Notice</u>
1 week to 4 years	4 weeks
4 years to 12 years	1 week for each continuous year of employment
More than 12 years	12 weeks

(b) Notice to the Company

<u>Length of continuous service</u>	<u>Minimum period of Notice</u>
1 week to 3 months	1 week
3 months onwards	1 month

8. Confidentiality

You should not at any time during your employment (except so far as is necessary and proper in the course of your employment) or at any time after your employment has terminated disclose to any person any information as to the practice, business dealings or affairs of the Company or any of the Company's customers or clients or as to any other matters which may have come to your knowledge by reason of your employment.

9. Outside Employment

You are expected to devote your whole time, skill and attention during working hours to your work for the Company. You must not engage in any other work outside working hours, paid or unpaid, without the prior written permission of the management. Permission will not be granted for you to engage in any activity which the Company believes to be direct or indirect competition with the Company's business or which in the Company's view does or might impair your ability to perform your duties for the Company fully and efficiently.

10. Covenants by you (in protection of the Company's goodwill)

In consideration of your employment with the Company, you have agreed to be bound by the terms which follow:

10.1 In this Clause:-

10.1.1 "Company" means .....

10.1.2 the "Restricted Period" means the period of 6 months immediately following the termination of the Employment;

10.1.3 a "Restricted Employee" means any person employed by the Company;

10.1.4 the "Restricted Business" means a business involving the supply of services substantially the same as or capable of use in substitution for services supplied by the Company in the market in the United Kingdom of .....

10.1.5 “Termination Date” means the date on which the Employment is terminated.

10.2. You are likely to obtain in the course of the Employment Confidential Information and personal knowledge of and influence over the customers and employees of the Company and you hereby agree with the Company that in addition to the remaining provisions of this Agreement and without prejudice to any other restrictions imposed on you by general law you will be bound by the restraints set out below.

10.3. You will not without the prior written consent of the Company during the Restricted Period be engaged or interested in or concerned with (in any capacity and whether on your own account or in conjunction with any other person) the Restricted Business in the United Kingdom provided that you will be free to hold or be beneficially interested in shares or securities quoted on any recognised investment exchange if you make full disclosure to the Company of such interest and neither hold nor are beneficially interested in more than five per cent of any single class of such shares or securities.

10.4. You will not without the prior written consent of the Company in competition with the Company during the Restricted Period in any capacity whatever and whether on your own account or in conjunction with any other person canvass, solicit or accept or facilitate the canvassing or solicitation or acceptance of work in respect of the Restricted Business from any person who on or during

the period of 12 months immediately before the Termination Date was a customer of the Company or a person with whom the Company had business dealings.

10.5. You will not without the prior written consent of the Company during the Employment and the Restricted Period in any capacity whatever and whether on your own account or in conjunction with any other person employ or offer employment to or endeavour to entice from the employment of the Company any Restricted Employee or in any way discourage any Restricted Employee from continuing in the employment of the Company.

10.6. You will not during the Restricted Period assist, advise or give any information to any person for the purpose of that person's doing any act which if done by you yourself would be in breach of any of the above provisions of this Clause.

10.7. You hereby acknowledge and agree that the covenants contained in this Clause are separate and severable and that the restrictions contained in the covenants are the minimum necessary to protect the proper interests of the Company and are fair and reasonable in all the circumstances and are therefore enforceable. The parties recognise that such restrictions may be rendered invalid or that the validity of them may become open to doubt as a result of changing circumstances and for other reasons which are not foreseeable by the parties and the parties therefore agree that:-



10.7.1 if any or more of the restrictions contained in this Clause shall individually or together be adjudged for whatever reason to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company but would be adjudged reasonable if any particular restriction or restrictions were deleted or limited in any manner including without prejudice to the generality of the above by any reduction in duration or geographical area the restrictions in question shall apply with such deletions or limitations to them; and

10.7.2 if at any time and for whatever reason the Company shall consider it to be in its best interests to do so it may at its discretion by notice to you delete or limit any one or more of the restrictions contained in this Clause and in such event the restrictions in question shall apply with such deletions or limitations.

10.8. You undertake that if any person shall during the Employment or the Restricted Period make to you any offer of employment or of a contract for services or of consultancy or any other contract which would or might involve you in being in breach of any of the restrictions in this Clause then you will forthwith and in writing bring to the attention of that person the terms of this Clause and so far as relevant of the remainder of this Agreement.

10.9. You will not during the Employment or at any time after the Termination Date make to any person any untrue statement about the Company and shall not after the Termination Date hold yourself out as being or cause to permit any

person to believe you to be an employee of or in any other way save as an ex-employee connected with the Company.

**PROVIDED THAT** nothing in this Clause shall prohibit the seeking or procuring of work or the doing of business that does not relate to or is not similar to the Restricted Business.

11. Particulars of Employment

The Schedule to this Agreement sets out such particulars of your employment with the Company as are required by section 1 of the Employment Rights Act 1996 which are not referred to elsewhere in this document.

**I accept the above terms and conditions as forming part of my contract of employment**

Signed ..... (the Employee)

Signed ..... (on behalf of the Company)

Dated .....

**SCHEDULE**

**Dates of Employment**

Your period of continuous employment with ..... began on .....,  
and no employment with a previous employer counts as continuous employment .

**Place of Work**

Your usual place of work will be as above.

**Collective Agreements**

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

**Required Information**

The following information is supplied pursuant to Section 1 of the Employment  
Rights Act 1996

- 4.1 The Company's grievance procedure is available for inspection at any time.
- 4.2 The Company's disciplinary rules and procedure are available for inspection at  
any time.
- 4.3 A contracting-out certificate is not in force in respect of this employment.