

[EMPLOYEE],
[ADDRESS LINE 1],
[ADDRESS LINE 2],
[ADDRESS LINE 3],
[TOWN],
[REGION],
[POSTCODE],
United Kingdom

[DATE]

Dear [EMPLOYEE]

Contract of employment

This letter is your contract of employment and contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996.

1. COMMENCEMENT OF EMPLOYMENT

1.1 Your employer is [EMPLOYER] (**Employer** or **We**). Your employment with the Employer commenced on [DATE]. No employment with a previous employer will count towards your period of continuous employment with the Employer.

2. JOB TITLE

2.1 You are employed as a [JOB TITLE].

2.2 You may be required to undertake other duties from time to time as we may reasonably require.

2.3 You warrant that you are entitled to work in the UK without any additional approvals and will notify the Employer immediately if you cease to be so entitled at any time during your employment with the Employer.

3. PLACE OF WORK

3.1 Your normal place of work will vary according to the assignment location.

3.2 You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

4. SALARY

4.1 Your salary is variable dependent upon the number of days worked during the week but will not fall below the National Living Wage and shall be payable weekly in arrears on Friday directly into your bank or building society account.

4.2 We shall be entitled to deduct from your salary or other payments any money which you may owe to the Employer at any time.

5. HOURS OF WORK AND RULES

5.1 Your normal hours of work will vary according to the assignment but will normally be worked between 08:00am to 08:00pm on Mondays to Fridays inclusive with an unpaid lunch break of up to one hour. You may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration.

6. HOLIDAYS

6.1 The Employer's holiday year runs between 6 April and 5 April. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.

6.2 You are entitled to 28 days' paid holiday during each holiday year or the pro rata equivalent if you work part time. This includes the usual public holidays in England and Wales.

6.3 Holiday pay at the rate of 12.07% of each weeks pay will be paid weekly on account.

6.4 You cannot carry forward untaken holiday from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave, paternity, adoption, parental or shared parental leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

6.5 We shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be 1/260th of your salary for each untaken day of your entitlement. However, if we have dismissed you or would

be entitled to dismiss you under clause 8.2 or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

- 6.6 If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct the excess holiday pay from any payments due to you calculated at 1/260th of your salary for each excess day.

7. INCAPACITY

- 7.1 Subject to your satisfying the relevant requirements you shall receive Statutory Sick Pay (SSP). Your qualifying days for SSP purposes are Monday to Friday.

8. TERMINATION AND NOTICE PERIOD

- 8.1 The prior written notice required from you or the Employer to terminate your employment shall be as follows:

- (a) in the first two years of continuous employment: one weeks' notice and
- (b) after two complete years: one week for each complete year of continuous employment up to a maximum of 12 weeks' notice.

- 8.2 We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom.

9. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 9.1 Your attention is drawn to the ACAS code for disciplinary and grievance procedures which apply to your employment. These procedures do not form part of your contract of employment.

10. PENSIONS

- 10.1 There is no pension scheme in force in relation to your employment.
- 10.2 A contracting-out certificate is not in force in respect of your employment.

11. COLLECTIVE AGREEMENT

There is no collective agreement which directly affects your employment.

12. CHANGES TO YOUR EMPLOYMENT

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

13. THIRD PARTY RIGHTS

No person other than a party to this agreement may enforce any of its terms.

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For and on behalf of [EMPLOYER]

.....
Date