

Employment contract template: OFFICE WORKER

Provided by Irenicon Ltd

THE EMPLOYMENT CONTRACT TEMPLATE IS SET OUT AFTER THESE NOTES.

The template applies to an area of the law that undergoes regular change. It must not be regarded as advice about a specific situation or proposed arrangement - it will need to be adapted and revised, possibly very substantially, to meet the requirements of your particular situation.

The template will inevitably need careful "tuning" to fit your circumstances and arrangements that may already be in place.

Use our telephone advice line to get specialist advice on your own circumstances and objectives before you revise and issue the template. Call 08452 303050 – advice given subject to our terms of business.

Alternative clauses are set out in blue type.

Not all the clauses in the draft standard are essential in order to comply with statutory requirements, but they have proved their value over the years with a number of clients.

Clause	Comment
Title	Where it says "Employer Name", put in the correct and complete legal title of the Company. So, if your company is XYZ Ltd, but you are trading as Growing Company, the "Employer" should be put in here as XYZ Ltd. You can 'brand' the contract by using your logo, or a similar device.
	If your Company is not a Company, you should pick an appropriate word to describe it, and substitute that word through the contract. For example, you might use Charity, or Company, or Partnership – depending on the employer's formal status.
4	"Start date for this employment" should be completed with the date that the employee started with this job title (in #3). "Start date for continuous employment" should be completed with the date that the employee first began with the Company. If the employee joined as a result of a TUPE transfer, the start date with the old employer should be filled in for "Start date for continuous employment", and the old employer's name filled in after the words "counting previous service with .."
5	Options are given here for different types of contract duration. Note that even if the contract says that it is expected to end on a particular date (i.e. the fixed term/temporary or maternity cover options), the ending of the employment on that date will still count as a dismissal at law, and unfair dismissal and redundancy rules will apply if the employee has qualifying service for those rights.
6	Specify the base location for the employee. If overseas work will be involved, special additional wording will be required, depending on the frequency and duration of overseas work – please ask us.
8	If additional hours are expected as part of normal salary, leave this clause as it is. If overtime is payable for additional hours, clause b should be changed and the overtime rate specified. So, for example, if hours over normal working hours are paid at basic rate, substitute "Additional hours in excess of your normal working hours are paid at your basic rate." If some hours are paid at premium rate (e.g. at

	weekends, or for additional hours), set out what the arrangement is to be.
10	Review your policies and procedures before issuing this contract. We often see policy documents written by employers that seriously limit the employer's options in difficult situations, so change them if they won't serve you well. We can help with this – just call.
11	It is not strictly necessary to include the office opening hours, but I think it is useful. Normal working hours for the individual must be specified in order to comply with the statutory requirements, and this is also an important contractual element.
12	Complete your holiday year dates in Clause 12a. Clause 12c sets out the statutory minimum holiday in the UK – which includes bank and public holiday entitlement.
13	Alternatives are given for clause 13d, depending on which sick pay option [on top of SSP] you wish to apply to your employees. If you have existing Company sick pay entitlement that is more generous, call us to discuss your options about how to handle this. Over-generous contractual sick pay is a real snare – discretionary arrangements allow you to take into account how good a worker the sick absentee is. Contractual entitlements can all too easily be abused by the undeserving.
17	Paragraph 17d matches the employee's obligations under the Bribery Act 2010. Check out Government guidance on the web for the steps that need to be taken by employers.
22	If you are keeping any computer records of individuals, you must be registered under the Data Protection Act. Check that your registration is in place. If you are not registered and you should be, you can register quickly and cheaply on the internet (http://www.ico.gov.uk). If you are not registered and do not need to be, delete clause 22.
25	The pension rules are in flux at the moment - if you have four or fewer employees, at the moment (September 2011) you are not required to give access to a stakeholder scheme, although you should give access to a shareholder scheme if you have five or more employees. From April 2012, new rules are coming into force which will, between October 2012 and September 2016, gradually require all employers to auto-enrol their employees in a NEST pension scheme. See http://www.pensionsadvisoryservice.org.uk/employer-guidance If you have no pension arrangements at all, the employee is "contracted in" to the State scheme. If you have any pension arrangement, check with your pension provider as to the contracted in/contracted out status that should be completed here.
27	Alternatives for notice are given in clause 27b - the first is for statutory notice, and the second provides for a month's notice from the employee rather than the statutory minimum of one week. Longer notice periods – particularly in the early years of service - are typically found in contracts for senior people. But I recommend avoiding the grant of long notice periods, unless you are clear that there will be commercial advantage. Usually, long notice periods are just an extra cost for employers.

Do contact us if you have any queries: 08452 303050, or advice@irenicon.co.uk.

. . [Employer Name] . .

INSERT HEAD OFFICE OR PRINCIPAL TRADING ADDRESS HERE

The Employer is referred to throughout this contract as "we" or "the Company".

CONTRACT OF EMPLOYMENT

DATE OF ISSUE: ____/____/____

including particulars issued pursuant to the Employment Rights Act 1996 (as amended)

1. **EMPLOYEE:** Name: _____
Address: _____
Tel: _____

2. **DEFINITIONS:** In this contract (and in this contract alone), the following words and phrases have a special meaning, which are defined in this clause.

- a. **"Our business":** the phrase "our business" means all the functions and activities of the Company, both outward-facing and internal.
- b. **"Discretion(ary)":** any payments or decisions referred to as "at our discretion" or "discretionary" are made at our absolute discretion. No payment or series of payments, nor any previous decision or exercise of discretion, will give rise to any future contractual entitlement.
- c. **"Clause":** means the numbered Clauses of this contract, and "paragraph" means the lettered paragraphs within the Clauses.

3. **JOB TITLE:** _____

4. **START DATE:** for this employment: ____/____/____
for continuous employment: ____/____/____
[counting previous service with]

5. **DURATION** of this employment

***INDEFINITE:**
Your employment will continue until terminated as described in the clause "Notice" below.

***FIXED TERM CONTRACT:**
This employment is for a fixed term, and unless terminated earlier as described in the clause "Notice" below, it will come to an end on ____/____/____

***TEMPORARY CONTRACT:**
This contract is temporary, and is expected to end on ____/____/____

However, the end date is not fixed, and the contract will be terminated as described in the clause "Notice" below.

***MATERNITY/PATERNITY COVER:**

This employment is to cover for a maternity/paternity absentee who is expected to return to work after maternity/paternity leave. This contract is therefore for a fixed term, and unless terminated earlier as described in the clause "Notice" below, it will come to an end on____/_____/____

6. **LOCATION:** You will be based at
You may be required to work at other locations in the UK, as reasonably required according to the needs of our business.

7. **MANAGER:** Your manager is
The Company retains complete discretion over who will be your manager, and may change this at any time.

8. **SALARY:**

a. **Basic rate of pay:** £[.....] per *hour/*week/*month/*year, payable *weekly/*monthly in arrears on or about the [] day of each [*week/*month].

b. Overtime pay is not payable.

c. Your pay will be subject to deductions for PAYE, National Insurance and other deductions that we are legally required, or are entitled, to make from your pay.

d. Payments are made direct into a bank or building society account nominated by you.

e. **Benefits:** If you are entitled to any benefits, these are identified in your offer letter. We reserve the right to substitute alternative providers for benefits provided through external organisations. We do not guarantee the payment of any insured benefit - your entitlements will depend on the relevant policy terms and conditions. Cover under insured benefits and pension schemes will be reviewed and may cease or vary when you reach state pensionable age.

f. **Deductions:** Our policy is not to make loans or advances to employees. However, if any advance is made to you, or you owe us money for any other reason, we may deduct amounts due to us from your pay.

g. **Expenses:** Reasonable out of pocket expenses will be reimbursed by the Company upon presentation of an expense claim with supporting receipts.

9. **DUTIES:**

a. Your job title gives a general guide to your duties. Your manager will explain in more detail what you have to do. You may be issued with a job description. If anything is not clear, ask your manager.

b. Basic standards required every day are that you must:

- arrive for work on time, fit and ready to work;

- maintain a neat and business-like appearance while on duty, consistent with the work that you are required to do;
 - dedicate your time, attention and abilities during your working hours to our business and to furthering the interests and objectives of the Company;
 - carry out your duties carefully and well, to the standards set by us;
 - treat our property carefully, and avoid waste;
 - keep accurate records of income and expenditure, report them properly to the Company, and file proper and timely returns and reports to the relevant authorities;
 - be polite and well-mannered to Company members, colleagues, contractors and others having business with us, and treat people with tolerance and respect;
 - follow our rules and procedures as they apply from time to time, keeping up to date with changes.
- c. All employees have to be flexible about the work they will do. You must obey any reasonable request to help the smooth and efficient running of our business - even if that means doing junior tasks at times.
- d. **Conduct outside work:** If your conduct outside work is so serious that it affects your capacity or credibility in your job for us, or substantially undermines the continuing of normal effective working relationships with colleagues, or would bring us into disrepute, your employment may be terminated summarily, that is without entitlement to notice or pay in lieu.

10. **POLICIES AND PROCEDURES:**

- a. There are established policies and procedures throughout our business. Your line manager will inform you of particular procedures that apply to your job, your department and your location. Learn the procedures that apply to your job, and ask your line manager if you are in any doubt.
- b. From time to time, our policies and procedures may be updated, and new ones may be issued. Be sure that you keep up to date with all changes relevant to your job.
- c. Our policies do not give you contractual rights - they contain statements of our intentions and aspirations. But if you think that a published policy is not being followed, you should raise the matter under the Grievance Procedure in the Appendix "Resolving Problems" at the end of this contract.
- d. You must follow our procedures. If you don't, you may face disciplinary action, including summary dismissal in the most serious cases.
- e. If you can't follow some part of a procedure, inform your line manager immediately, so the problem can be resolved. Don't make up another way of doing things on your own.
- f. Your line manager does not have the authority to allow you to ignore or disobey any security rules or any health and safety procedures, and you should always check if you are not clear how to proceed.
- g. If you are in a supervisory or managerial position, you are also responsible for ensuring that those employees who you are supervising follow our procedures, and you must take appropriate action when breaches come to

your attention. If you are in any doubt as to the action you should take, refer to your line manager.

11. **HOURS:**

a. Office hours are *[[Monday to Friday, 9.00 am - 6.00pm]]*

b. Your basic working week is

[HOURS] _____

on

[DAYS] _____

You will get one hour for lunch every working day exceeding six hours - to be taken at a time convenient to your responsibilities. Your lunch break does not form part of your working hours.

c. We may require you to work additional hours according to the needs of our business. Occasionally this could involve work at the weekend/on public holidays.

d. **Absence:** If you need time off for any reason, you should request this as far in advance as possible. When you are unexpectedly unable to come to work you should arrange for your manager to be notified by telephone as early as possible on the first day of your absence - and in any event within an hour of the time you were due at work. You are not paid for absence except under the sickness or holiday schemes or family leave schemes in this contract, where applicable, or where your manager has otherwise agreed to such absence with pay.

e. *Jury service:* Notify your manager immediately if you are summoned for jury service, before replying to the jury summons. When doing jury service, you should claim juror allowances. At our discretion, we may make up juror allowances to your normal basic pay while you are serving on a jury.

12. **HOLIDAY AND PUBLIC HOLIDAYS:**

a. The holiday year runs from to

b. Your entitlement to paid holiday in a holiday year is based on the number of complete months you have worked in that year. Holiday accrues at the rate of one-twelfth of your annual entitlement for each complete calendar month of service during the holiday year.

c. Your entitlement to paid holiday is (for a full-time employee) 28 days in each complete holiday year, inclusive of all UK statutory and bank holidays. For a part-timer, holiday entitlement is 5.6 working weeks in each complete holiday year, inclusive of all UK statutory and bank holidays. Authorised holiday absences within your entitlement will be paid at your basic rate of pay.

d. Holiday dates must be authorised by your manager in advance. We reserve the right to refuse any dates which are inconvenient for our business or clash with other holidays, so you should not buy tickets or commit to other holiday expenditure before you have confirmed your choice of dates.

- e. We may specify that days are to be taken as part of your paid annual holiday entitlement, whether for annual shutdown, customary holidays, to comply with Working Time Regulations on taking holiday, or arising from the needs of our business.
- f. Unless specifically directed otherwise by your manager, you are required to take a day of your annual leave entitlement on every bank/public holiday that falls on a day when you would normally be at work, as part of your paid annual holiday entitlement.
- g. If you do not take all the holiday you are entitled to in a holiday year, then you cannot carry forward your entitlement unless you come within a specific legal exemption to this rule. You cannot trade holiday for money.
- h. Holiday taken without prior authorisation will not be paid and may lead to disciplinary action.
- i. When you leave our employment, your final pay will be adjusted to pay unused holiday entitlement or deduct holiday taken in excess of accrual, except:
 - if you are dismissed for gross misconduct, or leave without giving or working proper notice, then you will be entitled to accrued holiday pay of no more than ten pounds.
 - if pay for the excess holiday you have taken is more than your final pay, you will owe us the balance immediately.

Holiday pay adjustments when you leave are made on the basis that one day holiday is worth 1/260th of your basic annual salary.

13. **SICKNESS:**

- a. If you are unfit to come to work through illness or injury, you must notify your manager as early as possible. Keep your manager informed of the reason for and the likely length of your absence, phoning at least weekly if your absence is extended.
- b. If you are ill for fewer than 7 days, complete a self-certification form and give or email it to your manager on your return to work. If you are ill for 7 or more days, get a fit note from your doctor certifying your absence and give or email it to your manager and place a copy in your personnel file. A new fit note should be obtained and sent to your manager if your previous note expires and your sickness absence continues.
- c. You will be paid SSP (if you are entitled to it) at the current rate, provided you have given the relevant certificates to your manager. A qualifying day for the purpose of SSP is a day when you would ordinarily work.

[[SICK PAY OPTIONS]]

[[Completely discretionary Company sick pay]]

- d. Additional sick pay payments may be made at our discretion.

[[Limited entitlement to Company sick pay with discretionary top-up]]

- d. Additional sick pay may be paid, and if so it will make up your SSP to your normal basic pay. Additional sick pay is paid for a maximum of [.....] working days in any period of 12 months, when you are off

sick and provided you have complied with the reporting and notification requirements.

Further sick pay payments may be made at our discretion.

- e. If your absence is caused by an injury which results in a successful claim for damages by you against a third party, we reserve the right to recover from you additional or further sick pay paid when you were absent, either by deduction from your pay, or by seeking repayment if you are no longer employed at the time.

14. **MEDICALS:** We reserve the right to have you examined by a doctor or occupational health or disability specialist nominated by us. You agree to consent to the results of such examination being disclosed to us.

15. **HEALTH AND SAFETY:**

- a. The law makes us all responsible not only for the safety of clients and members of the public but also for our own safety and that of each other.

- b. We recognise and accept our responsibilities to provide a safe and healthy workplace environment for all our employees, including, as far as is reasonably practicable,

- the provision and maintenance of plant, equipment and systems of work that are safe and without risk to health;
- ensuring safety and absence of risk to health in connection with handling, storage and transport;
- the provision and maintenance of a safe working environment and of welfare facilities;
- the provision of appropriate protective equipment, information, instruction, training and supervision.

- c. You will be notified of any specific health and safety guidelines relevant to your work. It is also your responsibility to make sure you know safe procedures, so if you are doing something for the first time ask your manager for guidance.

16. **EQUAL OPPORTUNITY:**

- a. **Policy:** Our policy is to provide equal opportunities in recruitment, training, promotion and other decisions relating to our business whatever the race, colour, ethnic or national origin, religion, gender, sexual orientation, age, or disability of an employee, having regard to the individual's aptitudes and abilities and the requirements of the job.

Abuse, bullying or harassment involving any of these factors is strictly forbidden. Discrimination or failure to observe proper standards of behaviour will be treated seriously.

- b. **Diversity:** Our employees, members, clients, suppliers and pharmacy contractors have many different backgrounds and beliefs. We require that you behave towards all others with good manners, tolerance and respect. It is not acceptable for you to address an individual or refer to them in racist

or sexist terms, by reference to their physical or personal characteristics, or in any abusive way at all. If you do this, it will be treated very seriously.

You must not seek to persuade others to your religious, philosophical or political beliefs while at work or in a situation related to work.

- c. **Disability:** If you suffer from a disability, and you think that adjustments should be made to your working conditions or terms of employment, you should notify your manager in writing.

We may initiate occupational health or disability assessments of you that seem appropriate to us. In order that we may be properly informed and identify appropriate steps to take, you must co-operate with any advisers appointed by us, including giving your consent to disclosure to us of reports and assessments.

- d. **Grievance/discipline:** If you believe that the Equal Opportunity Policy is not being followed, you should raise the matter through the Grievance Procedure (see Appendix). You may raise matters either formally or informally. It is helpful to raise these problems at an early stage.

If you breach the equal opportunity policy, disciplinary action may be taken against you - and in serious cases you may be summarily dismissed.

17. **ETHICS/CONFLICT OF INTEREST:**

- a. We aim to conduct our business in a climate of honesty and fairness, and we expect all employees to act accordingly.
- b. You should avoid any situation in which there could be a conflict between your personal interests and our interests, and if such a situation arises you should discuss it with your manager without delay.
- c. You should not use your authority or position for any secret personal gain (whether for yourself or others).
- d. In relation to any function of a public nature, any activity connected with our business, or any activity performed in the course of your employment:
- you must not, directly or indirectly, offer, promise or give a financial or other advantage to another person
 - attempting to induce that person or another to perform improperly a function or activity, or
 - to reward that person or another for performing improperly a function or activity.
 - you must not, directly or indirectly, request, agree to receive, or accept a financial or other advantage (whether for yourself or another person) as an incentive to the improper performance of any function or activity.
 - you must not, in anticipation or in consequence of your requesting, agreeing to receive or accepting a financial or other advantage
 - perform or request that another person perform a function or activity improperly; or
 - assent or acquiesce in the improper performance by another person of a function or activity.

18. **WHISTLEBLOWING:**

- a. If you have information which leads you to believe that an incident which is described in paragraph b (immediately following) has occurred, you should report the matter to the most senior person in the Company that you can who is not personally implicated in the issue. Your report should make it clear that you are raising a whistleblowing issue, and it is helpful if you refer to this Clause of your contract.
- b. The issues of concern in this Clause are that, in relation to our business:
- a criminal offence has been, is being or is likely to be committed
 - a person has, is or is likely to fail to comply with legal obligation to which they are subject
 - a miscarriage of justice has, is or is likely to occur
 - the health or safety of any individual has been, is being or is likely to be endangered
 - the environment has been, is being or is likely to be damaged
 - information tending to show any of the above has been, is being or is likely to be deliberately concealed.
- c. These matters fall within 'confidential information', so should not be discussed with or disclosed to outsiders. You should seek to get these issues resolved internally.

19. OTHER WORK:

- a. You must notify your manager, in writing, in advance, if you are or intend to become involved in any other job or business as well as working for us. If that other work could damage our reputation or credibility, or could damage your own capacity or credibility in doing your job for us, or could lead to a conflict of interest, we reserve the right to require you to choose between your employment with us and that other work.
- b. You must not, during your period of employment with us, be involved in any way in any business which competes or conflicts with any aspect of our business.

20. CONFIDENTIALITY:

- a. All information about or relating to us and our business and the business and affairs of our clients and our suppliers that is not explicitly authorised by your manager for disclosure should be treated as confidential. Your obligation to keep our information confidential applies during your employment and after it ends.
- b. 'Confidential information' includes:
- financial information;
 - information about security arrangements;
 - future organisational or promotional plans;
 - salaries and personal information about past and present colleagues;
 - information about any client or customer (past and/or present), including client/customer details and lists;
 - any supplier (past or present), including supplier details and lists, terms of business, discounts;

- work processes, techniques, technical know-how, research and development projects and results;
 - our business methods;
 - computer access codes or procedures
 - computer programs, program flow charts, file layouts, source code listings;
 - our policies and procedures; and
 - any other information not generally known to the public at large.
- c. Information about other companies and organisations which you acquire in the course of your work is also confidential information. Information entrusted to us by any client, customer or supplier is also 'confidential information'. Information about any living individual that you acquire in the course of your employment is 'personal data' and is part of 'confidential information'. As well as the restrictions placed on the disclosure and/or use of such information by this contract, there may be restrictions on your use and/or disclosure of such information applying as a matter of law under the Data Protection Act or otherwise.
- d. You may only disclose or use confidential information within our business AND as your duties specifically require. Otherwise, both during your employment and afterwards, revealing or using this information is prohibited unless the information lawfully becomes public knowledge other than through you.
- e. **Social media and blogs:** Without limiting the general points in this contract about keeping information confidential, we specifically remind you that you are not to disclose or discuss any "confidential information" as described above on any social networking websites or in any blog unless you have the prior written permission on each occasion of your manager. Do not name any colleague, client, customer, supplier, or individual working in those organisations, or post information that could lead to them being identified, in any personal posting of yours. Refrain from posting opinions about identifiable individuals or events that form part of your work with us.

You should be aware that posting and blogging in your own name may still be linked up to identify you with the Company. Posts you make may therefore have a detrimental effect on our reputation even when you are posting in your own name.

21. **COPYRIGHT AND DOCUMENTS:**

- a. All our data and documents [that is, anything relating to our business] are and remain our property. This includes data, documents, designs and information that you create.
- b. Keep our data and documents secure, and prevent unauthorised access to them. Any of our data and documents in your possession or under your control must be returned to us immediately upon request, and on leaving our employment you must return all such property in your possession or under your control and neither make nor keep any copies.

- c. You must obtain our written permission before using in any way (including for promoting or publicising yourself) any material produced by you in connection with or in the course of our business.

22. DATA PROTECTION:

- a. We are registered under the Data Protection Act. This authorises the type of 'personal data' (i.e. data about identifiable living individuals) which we are allowed to collect, store and use. A copy of our registration is available on the internet.
- b. If your job involves handling any records (whether on paper or computer) that contain information about individuals, you must ensure that your use of such data is strictly limited to purposes for which we are registered, and that any such data is only used in connection with our business.
- c. Otherwise, you should note that information about individuals that you discover at or through work is 'confidential information', and this information may only be used in accordance with the "Confidentiality" clause above.

23. PERSONNEL RECORDS:

- a. You must inform your manager as soon as possible in writing of any change to your home address, name, bank details, and the name / address / telephone number of a person to be contacted in case of emergency.
- b. You have the right of access to your personnel file and the records held by us on you - ask your manager if you want to see your file, and we will make arrangements for access in line with the requirements and subject to the conditions set out in the Data Protection Act.
- c. Personal data about you is held to ensure we can contact you if we need to, to enable the employment contract to be performed, and to provide a record of your service and performance. Information about your health, and sickness absence, is held to provide information to supplement your attendance record, to enable us to fulfil our health and safety duties to you, and to administer the absence policy. Your consent to our collecting, storing, using, altering and destroying data is implied by your contract continuing.
- d. If you are aware that any information held on you is incorrect, please let your manager know.
- e. Personnel files contain personal data, and are confidential. They should be treated in accordance with the 'Confidentiality' clause, above. If you feel your information is not being properly secured, or there have been breaches of confidentiality, you should notify your manager or raise a grievance.
- f. If you have other queries or comments about data handling, you should write to your manager.

24. FAMILY RIGHTS:

- a. There are a number of statutory rights relating to maternity, paternity and adoption, and rights to parental leave and dependant's leave. The rules

change from time to time, and statutory rights are subject to qualifying conditions. We will honour your statutory rights, but you should check carefully with your manager (and use official information sources on the internet) before you take time off or assert that you have particular rights.

- b. If you or your partner are expecting a child, you should inform your manager, and provide a doctor's statement indicating the expected date of confinement (on the form MATB1). If you or your partner are adopting a child, you should provide us with a statement of the expected date of adoption.

- 25. **PENSION:** Your employment is *contracted into/contracted out of* the State scheme.

PENSION OPTIONS

There is a stakeholder pension available for you to join should you so wish.

We have a pension scheme - details are available from your manager.

- 26. **SECURITY RULES:**

- a. It is necessary to have strict security rules to protect employees, customers, and our business. The security rules are therefore most important, and breaches may be treated as gross misconduct. The following points are most important:
- b. You must ensure that full and proper records (including receipts) are kept of all transactions involving the use or movement of goods and/or resources through or out of our business.
- c. All specified procedures for handling our goods and money must be followed. If in any doubt, be at least as careful with our property and money as you would be with your own.
- d. Information and data are key tools of our business, and they must be handled in accordance with our procedures and the terms of this Contract.
- e. You may be given copies of keys for premises and equipment. Never take or allow copies of keys to be made, and never allow anyone else to have your keys, unless at the express instruction of your manager.
- f. **Our property:** Our property may only be used in connection with our business, unless you have the specific prior authorisation of your manager to make personal use of particular items.
Use of our facilities or property for private commercial purposes is strictly prohibited at all times.
- g. **Personal use of our property:** If you are allowed personal use of business equipment (eg mobile, laptop), then the personal use is conditional on the continuing business use. If you are unable to perform your duties or are absent from work then for more than a short period of time, then the beneficial personal use will cease without compensation or substitution and we will allocate the equipment to the person covering your role.

- h. **Personal property:** We cannot accept responsibility for your clothing and other property on our premises. Please do not bring valuables or large sums of money to work.
- i. **Computer, email and internet:** Our computer systems are critical to our business, and you are not to do anything which could prejudice the integrity of the system or its data. It is therefore essential that you use only your own password, make no unauthorised disclosures of data obtained from the system, and follow operational procedures.
- You should only access and make alterations in such parts of the system which are necessary for you to carry out your normal duties, or such other parts for which you have been specifically authorised and then only as needed in relation to that specific situation. You must not use or disclose information from our computer system except in accordance with established working procedures authorised by your manager.
 - Under no circumstances should you load any computer software to our equipment unless it has been properly licensed by us and it has been virus-checked before loading.
 - Our e-mail system and internet facilities on our computers must be used in connection with our business. Modest personal usage of our email and internet facilities is allowed, provided it does not interfere with your work or with our business, and you comply with our policies. We can and may monitor volumes of e-mail and content, and you have no basis for expecting privacy in terms of information sent through or kept or held on our systems.
 - You must ensure that your communications using our systems are professional and appropriate.
 - Do not circulate or transmit any email containing language or content that could be considered as offensive, obscene or derogatory, defamatory, encouraging criminal purposes, or damaging to our image or reputation. You must not access, store, generate or forward material which is sexually explicit, violent, racist, defamatory, or offensive.
 - Monitoring of e-mail traffic and e-mail content will take place to ensure compliance with our policies.
 - You must not disclose or send your password to anyone, except that you must inform (and update) your manager of your passwords for all systems and websites you access for our business.
 - You must be extremely careful that you are not passing on data about individuals (whether customers, suppliers or colleagues), even within the Company, as well as outside it, in breach of your duty of confidentiality or data protection requirements.
 - Intellectual property rights and copyrights may be compromised by posting material on the internet. You must respect third party copyright rights.
 - You should note that additional guidelines on email and internet use may be circulated from time to time, and those rules must be

observed by all employees. If you have any questions about computer use, ask first.

- j. **Communications equipment:** Our communications equipment (i.e. telephones, faxes, email etc) are for our business, and you must not do anything to undermine or prejudice those resources.

Our telephones should only be used for our business. Personal calls should be confined to your own telephone, and should not be allowed to interfere with your duties.

27. **NOTICE:**

- a. An employee guilty of gross misconduct will be liable to summary dismissal without notice or pay in lieu of notice.
- b. In all other cases, the following notice periods apply:

[[Statutory minimum]]

- by the employer, no notice during the first month of employment; thereafter one week. After two complete years' service, one week for each complete year of service, up to a maximum of twelve weeks;
- by the employee, one week.

[[Commonly found]]

- by the employer, no notice during the first month of employment; thereafter one week until six months service. Then the greater of four weeks notice, and one week for each complete year of service, up to a maximum notice entitlement of twelve weeks;
- by the employee, four weeks.

- c. Notice of termination of employment must be given in writing.
- d. If you fail to give or work out proper notice, you will forfeit any right to accrued holiday pay and other contractual payments [except to the extent that payments are required by or under statute].
- e. **During notice:** During your notice period [whether notice has been given by you or by us], we may exercise one or more of the following options:
- we may require you to take any outstanding accrued holiday entitlement;
 - we may require that you do not take holiday booked in your notice period although it had previously been authorised, but work out your complete period of notice;
 - we may re-allocate you to different duties, which may be less senior than you were previously carrying out;
 - we may require you not to attend your normal place of work, but to remain at home during normal working hours ["garden leave"], in which event and for such period, any express or implied term requiring us to provide you with work is expressly excluded. During garden leave, you must be available for meetings or telephone conferences during working hours as required.

- f. **On leaving:** When you leave our employment, you must immediately return all our property (including data and documents, and copies). You must not take nor keep copies in any form or media. And your final pay may be subject to deductions as authorised elsewhere in this contract, as well as the outstanding balance of any loan or overpayment that has been made to you.
- g. **Confidentiality:** Remember that your confidentiality obligation applies both during your employment and after it ends.

28. **GRIEVANCE AND DISCIPLINE:**

- a. **Grievance procedure:** A non-contractual grievance procedure is available for you to raise matters of concern, grievance or complaint. A copy is attached as an Appendix to this contract.
- b. **Disciplinary and dismissal procedure:** A non-contractual disciplinary and dismissal procedure is attached as an Appendix to this contract.

29. **INVESTIGATIONS AND SUSPENSION:**

- a. **Investigations:** All employees are required to co-operate fully with management investigations - for both grievance and for disciplinary issues. You must give a full and honest account of matters within your knowledge when investigations are in progress.
- b. **Suspension:** We may suspend any employee on full basic pay at our absolute discretion. Suspension may be imposed to assist in orderly investigations of potential grievance or disciplinary matters, to allow a 'cooling-off' period, or in other situations where it appears to be appropriate to us. Suspension is not a disciplinary penalty, and carries no implication of guilt. While on suspension, you must be available for work or meetings if required during your normal working hours.

Where an employee is dismissed for gross misconduct, there is no right to pay for any period of suspension preceding the dismissal.

30. **OTHER TERMS:**

- a. **Collective agreements:** There are no collective agreements in force which affect the terms of your employment.
- b. **Prior agreements:** This contract supersedes all previous agreements and arrangements relating to your employment, and from the date of this agreement any prior agreements or representations or assurances shall no longer have effect.

- 31. **GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to deal with all disputes arising under this contract.

Signed: _____

Employee
Date: ___/___/___

for Employer
Date: ___/___/___

APPENDIX: RESOLVING PROBLEMS - GRIEVANCE AND DISCIPLINARY/DISMISSAL PROCEDURES

Note: These grievance and disciplinary procedures do not form part of your contract of employment. They are provided with your contract of employment as a matter of convenience.

RESOLVING PROBLEMS:

a. We believe that clear, open and fair procedures for the resolution of problems help in our success, and in the fair treatment of all employees. If you have a grievance or complaint, use the Grievance Procedure set out in this Appendix. The Disciplinary Procedure provides a formal route for investigation and decision where an individual's conduct or performance is falling short of our requirements or standards.

b. **Disciplinary and grievance meetings:** You should take all reasonable steps to attend disciplinary and grievance meetings. Please note, even if you are off work ill, this does not automatically mean that you cannot attend a meeting. A normal fit note excuses you from doing a full day's work - if you are too sick to come to a meeting, you should get your Doctor to confirm this.

If you need special assistance or special facilities to attend a meeting, let us know when we fix up the meeting. Tell us what you need and why.

c. **Employee's companion at meetings:** At every grievance or discipline or appeal meeting, you have the right to be accompanied by a companion who is a fellow employee, or an authorised representative of a trade union. You should note that even if you have a companion with you, you will be expected to speak for yourself and answer questions put to you.

d. **Being a 'companion':** If you are asked by a colleague to be their companion at a grievance or disciplinary meeting, don't be frightened to say Yes. You are helping us make sure that matters are dealt with fairly, and we appreciate your help. But you are not obliged to agree to be someone's 'companion' if you don't want to.

As 'companion', you are present at the meeting to witness it. You are free to take notes, and we encourage you to do so. You should also join in with the discussions where you have relevant input, and ask questions if you don't understand. You have the right as 'companion' to address the hearing to

- put your colleague's case;
- sum up your colleague's case;
- respond on your colleague's behalf to any view expressed at the hearing.

You also have the right to confer with your colleague during the hearing, and can call 'time out' to discuss what is going on privately with them.

However, as 'companion' you are not permitted to

- answer questions on behalf of your colleague;
- address the hearing if your colleague indicates that they do not want you to;
- prevent anyone else in the hearing from making their contribution to it.

Discussions you witness and hearings that you attend as part of this procedure are confidential, and should not be discussed except with the colleague you were helping, or with the manager who is hearing an appeal.

- e. **GRIEVANCE PROCEDURE:** It is essential, in order to promote the open and fair environment within which we all wish to work, that problems are discussed as and when they arise so that they can be dealt with quickly and effectively.
- f. **Informal procedure:** Where there is an issue at work that is bothering you, we suggest you raise it promptly and informally with the relevant person. This will often lead to a quick resolution of the problem. If that does not work, you can raise a formal grievance. But you don't have to use the informal procedure if you don't want to. And please do raise a formal grievance if you think the matter is too serious to be dealt with informally.
- g. **Formal procedure:** To make a formal grievance, set out your complaint in writing in a letter. Your letter should say that you are making a formal grievance. Try to make your letter fairly detailed and specific - it helps to be clear about your complaint.
- You should normally give your letter to your manager, but if the problem is with that person or you foresee that it will cause difficulties to raise it with them, you may raise your concerns, in writing, with a more senior person in the Company (or a person at the same level if there are no more senior people in the Company). That person may assign the handling of your grievance to a person they decide is appropriate.
- h. **Equal opportunity grievance:** If you have a grievance under the equal opportunity policy, you should always raise this under the formal procedure, and at a senior level in the Company. We will always aim to handle such complaints with particular sensitivity, and discuss any specific procedural suggestions that you may have before proceeding.
- i. **Grievance meetings:** Once you have informed us of the basis of your grievance we would normally expect to have at least one meeting with you (sometimes more depending on the circumstances). You may bring a 'companion' to grievance meetings.
- j. **Grievance decisions:** In certain complex grievances it may take time to analyse all the issues and make a decision. It will not always be possible to give you a decision at the end of your final grievance meeting. You will receive a letter giving the outcome of your grievance.
- k. **Grievance appeal:** If you are dissatisfied with the response to your grievance, you should appeal. Your appeal should be made in writing, with full details and reasons, within seven days of the written grievance decision

being sent to you, and sent to the person senior to the person who decided on your grievance. If there is no such person, raise your appeal with another person at the same level within the Company. If there is no such other person, raise your appeal with the person who decided on your grievance, asking them to review their decision and giving your reasons why they should make a different decision. The person to whom you appeal may appoint an appropriate person to hear and decide your appeal, who will be given full authority to do so. Grievance appeals will involve at least one meeting with you, possibly more. The decision on appeal will be final.

- l. **DISCIPLINARY/DISMISSAL PROCEDURE:** Where there are problems with your conduct, or your performance is falling short of requirements, your manager may have informal discussions with you to try to resolve matters. Where we regard informal discussions as inappropriate, or where informal discussions have failed to get the necessary improvement, then the formal disciplinary procedure may be applied. Matters that may lead to formal disciplinary action include poor conduct or behaviour or performance, and any breach of our standards, policies or procedures.

In general, the purpose of disciplinary action is to highlight the seriousness of our view of shortcomings in your conduct or performance and to encourage you to improve. You should be clearly aware that if you receive a warning, your job is at risk if you do not correct the problems identified.

- m. **Principles of the disciplinary procedure:** The following principles will generally be applied to disciplinary matters:
- no disciplinary action will be taken until the matter has been investigated;
 - you will be advised in writing of the nature of the complaint against you and given an opportunity to put your side of the matter before a decision is made;
 - you have the right to be accompanied during disciplinary meetings;
 - you will have the right to appeal against any decision made;
 - the level of disciplinary action taken will depend on the circumstances and the seriousness of the issues;
 - disciplinary decisions will be confirmed in writing.
- n. **Disciplinary meetings:** Disciplinary meetings will normally be convened in writing, identifying the nature of the allegations or issues in question. Disciplinary meetings will be conducted by your manager or another manager in the Company if appropriate. That person will normally be accompanied by a colleague, who will take notes and may also join in the discussions. You may, if you wish, be accompanied at any disciplinary or appeal meeting. But you will be expected to speak for yourself and answer questions put to you.
- o. **Outcomes of disciplinary meeting:** The possible outcomes of a disciplinary meeting are:
- no disciplinary action to be taken;

- meeting adjourned for further investigation or consideration [in which case you may be suspended until the resumed meeting];
- disciplinary action to be taken.

p. **Levels of disciplinary action:** There are three levels of disciplinary action that may be taken. Disciplinary action will normally be taken at a lower level for minor offences, and at higher levels for serious offences or in cases where you have already received lower level warnings. You should note that disciplinary action can be taken at any level (including dismissal) in a particular case, depending on our view of all the circumstances and the seriousness of the issue. It is not a term of your contract that you will receive any or any number of warnings before dismissal. The levels of disciplinary action are:

- first written warning;
- final written warning;
- dismissal.

Please note that neither suspension nor the calling of a disciplinary meeting are 'disciplinary action', and neither your suspension nor calling you to a disciplinary meeting should be taken as any indication that disciplinary action will necessarily be taken.

q. **Confirmation of disciplinary action:** Disciplinary decisions will be confirmed in writing reasonably promptly after the decision has been made.

Where the disciplinary decision is to issue a warning, the letter you receive should make it clear what you did wrong, what you have to do to put it right, and what will happen if you don't. If that is not clear, you should fill in the gaps with the person who sent you the letter.

The letter notifying or confirming the disciplinary decision should include details of your right of appeal, and to whom the appeal should be made. If you are in any doubt, but want to appeal, please raise your appeal by following the procedure later in this Appendix.

r. **Lapse of warnings:** Warnings are intended to encourage you to improve your conduct and performance. If you do improve, and maintain the improvement, then an old warning will normally be disregarded if new problems arise later and disciplinary action is taken against you about the new issues. The timescale for this is called the 'lapse period' of the warning.

Unless you are notified otherwise, first written warnings will normally be regarded as 'lapsed' after a period of six months of good conduct and performance, and final written warnings after one year of good conduct and performance. Lapse periods run from the date of the disciplinary decision. Final written warnings may be specified as indefinite (that is, they will never lapse), and you will be notified in writing if this is the case.

Once a warning has lapsed, it will normally be disregarded if further disciplinary action is taken against you. However even lapsed warnings may be taken into account in exceptional circumstances, and you should be aware that the record will remain on your personnel file so that we keep a complete history of your time with us.

s. **Conduct outside work:** If your conduct outside work is so serious that it affects your capacity or credibility in your job for us, or substantially undermines the continuing of normal effective working relationships with colleagues, or would bring us into disrepute, your employment may be terminated summarily, that is without entitlement to notice or pay in lieu.

t. **Gross misconduct:** Gross misconduct will normally result in summary dismissal, and the loss of notice pay, holiday pay (except statutory payments) and any other rights arising out of your contract of employment.

The following list gives examples of gross misconduct, so you may be dismissed without notice if you do one of these things. The list is not designed to be complete, but to give you examples of what 'gross misconduct' means in our Company.

- theft from or dishonesty in relation to our business, its employees, customers, clients, suppliers or contractors;
- misuse of our time or equipment;
- unauthorised possession or removal of our property;
- falsification of time sheets, sickness claims, expense claims or accounting and other documents;
- serious breach of security rules;
- wilful and serious breach of our policies or procedures;
- wilful damage to our, our client's, or fellow employee's property;
- gross breach of health and safety procedure;
- gross negligence;
- fighting; or threatening, offensive or abusive behaviour;
- abuse or harassment contrary to the equal opportunities policy;
- gross insubordination;
- wilful refusal to comply with a lawful instruction;
- improper use of our computer systems;
- gross abuse of, or working or attending work or driving a business vehicle under the influence of alcohol or non-prescribed drugs or solvents;
- arranging to buy or sell, or being in possession of illegal drugs on our premises;
- unauthorised disclosure of confidential information.

u. **Appeals:** You have the right of appeal at any stage of the disciplinary procedure if you are dissatisfied with a disciplinary decision taken against you, or the penalty imposed.

Your appeal should be made in writing within seven days of the written disciplinary decision being sent to you. The letter/email should detail clearly what you are appealing about, and your reasons for appealing. It is most important that you set out detailed grounds of appeal in writing. You should be clear about the points of the appeal and raise any new and relevant information to assist the appeal officer to properly review all the evidence.

Your appeal should be made to the person senior to the person who decided on the disciplinary action. If there is no such person, raise your appeal with another person at the same level within the Company. If there

is no such other person, raise your appeal with the person who decided on the disciplinary action, asking them to review their decision. The person to whom you appeal may appoint an appropriate person to hear and decide your appeal, who will be given full authority to do so.

The appointed appeal officer/panel may not technically be senior to the person whose decision you are appealing against, but the appointed appeal officer/panel will always be given the authority to change the disciplinary decision if they decide that is appropriate.

The decision on your appeal may be:

- to set aside the decision that disciplinary action should be taken;
- to impose disciplinary action at a lower level;
- to confirm the disciplinary action already imposed.

