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## **CONTRACT OF EMPLOYMENT**

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

*[Insert Employer's Name]*, the "employer"

AND

*[Insert Employee's Name]*, the "employee"

WHEREBY IT IS AGREED as follows:

### **1. Interpretation**

Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

### **2. Period of Service**

The employee's period of service commenced on the *[insert day]* day of *[insert month]* *[insert year]*. No employment with a previous employer shall count as part of the period of continuous service.

### **3. Job Title and Description**

The employee will be employed by the employer in the position of *[Insert employee's job title]*. The employee's job description and duties will consist of the following, *[Insert a full description of the employee's job and duties]*. These duties may change and develop over time. Therefore the employer reserves the right, upon giving reasonable notice, to require the employee to perform other duties within the employee's capability.

#### **4. Place of Work**

The employee shall work at the employer's offices at *[Insert workplace address]* and at such other places as the satisfactory discharge of his duties shall require and shall if required, temporarily assist at any other office held by the employer now or in the future.

#### **5. Hours & Periods of Work**

**5.1** The employee's normal hours of work and the time allowed for lunch or break periods shall be as per Schedule 1. In addition the employee shall on reasonable prior request by the employer be required to work such hours outside his normal working hours, as the employer considers necessary to meet the needs of the business with no entitlement to additional payment unless otherwise agreed. For the avoidance of doubt, the employee shall not be required to work in excess of the working week as set out in the Working Time Regulations 1998 (as amended), unless agreed in writing that this limit should not apply.

**5.2** The employee will only work during school term time or academic terms, such dates to be agreed with the employer before the beginning of each academic year.

**5.3** Furthermore the employee will not work during school or academic holidays, half terms or inset days.

#### **6. Probationary Period**

The employee shall work for a trial period of *[Insert length of trial period, e.g. one month]* and this shall be the probationary period. The employment may be terminated by the employee or employer on *[Insert amount of notice, e.g. one week]* notice in writing at any time during or at the immediate end of the probationary period or by payment in lieu of notice. If the employer deems it appropriate this probationary period may be extended by giving notice to the employee in writing.

#### **7. Salary**

**7.1** The employer shall pay the employee a gross salary of *[Insert amount in words and numbers, e.g. £20,000, Twenty Thousand Pounds]* per year paid *[Specify - weekly in arrears/monthly in arrears]* on *[Specify day of the week or day in the month, e.g. Friday of every week/on the 15th day of every month]* and subject to review according to a satisfactory assessment as set out in clause 8 below. There is however no contractual entitlement to any increase in the employee's basic salary. Any changes to salary will be notified to the employee in writing.

**7.2** An itemised pay statement of the employee's earnings and deductions will be given at the time of payment.

## **8. Assessments**

The employer will assess the employee after the first [*Insert period, e.g. three months*] of his employment and then every [*Insert period, e.g. twelve months*] thereafter.

## **9. Deductions**

The employer reserves the right to make deductions from the employee's salary as follows:

**9.1** Where the employer has overpaid the employee for any reason.

**9.2** Where the employer suffers loss by failure of the employee to follow instructions or exercise diligence.

**9.3** If the employee causes damage to the employer's property the value of replacement or repair shall be deducted.

**9.4** If the employee leaves the employer's employment without giving the required notice the value of the employee's pay for the notice period will be deducted.

**9.5** If the employee enters the employer in to any contract without authority the value of any loss will be deducted.

**9.6** When the employee leaves the employer they will deduct any overpayments, advances and holiday pay taken in excess of the employees pro rata allowance.

**Sample document – the remaining are clause headings only**  
**Full document contains all clauses**

## **10. Expenses**

## **11. Holidays**

## **12. Sickness and Disability**

## **13. Pension**

## **14. Notice**

## **15. Grievance and Disciplinary Procedure**

## **16. Retirement**

## **17. Severability**

## **18. Prior Agreements**

## **19. Jurisdiction**

## **20. Particulars of Employment**

### **SCHEDULE 1**

### **SCHEDULE 2**

### **AMPLIFICATION OF TERMS OF EMPLOYMENT**

#### **REQUIRED INFORMATION**

SIGNED (for and on behalf of):

*[Insert employer name]*

*[Insert name of person signing on employer's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

SIGNED by the employee:

*[Insert employee's name]*

Signature: \_\_\_\_\_

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