

CONTRACT OF EMPLOYMENT – FIX

THIS AGREEMENT is made on the *[ins*

BETWEEN:

[Insert Employer's Name], the "emplo

AND

[Insert Employee's Name], the "emplo

WHEREBY IT IS AGREED as follows:

1. Interpretation

Unless the context otherwise admits w
other genders and words importing th
versa.

2. Period of Service

Subject to the other provisions of this
for a fixed term starting on *[Insert da*
Date") and shall continue thereafter u
the other not less than the required n
"Expiry Date". No employment with a
period of continuous service.

3. Job Title and Description

The employee will be employed by the
job title]. The employee's job descript
[Insert a full description of the employ
and develop over time. Therefore the
reasonable notice, to require the empl
employee's capability.

4. Place of Work

The employee shall work at the emplo
at such other places as the satisfactor
if required, temporarily assist at any o
future.

5. Hours of Work

The employee's normal hours of work shall be as per Schedule 1. In addition by the employer be required to work such hours as the employer considers necessary to meet the needs of the business. The employee shall be entitled to additional payment unless in doubt, the employee shall not be required to work more than the hours set out in the Working Time Regulations 1998, but that this limit should not apply.

6. Probationary Period

The employee shall work for a trial period of [insert number] *month*] and this shall be the probationary period. The probationary period may be terminated by the employee or employer by giving notice in writing at any time during or at the end of the probationary period or by payment in lieu of notice. The probationary period may be extended.

7. Salary

7.1 The employer shall pay the employee the sum of [insert amount] *and numbers, e.g. £20,000, Twenty Thousand Pounds* per [insert frequency] *weekly in arrears/monthly in arrears]* per [insert period] *month, e.g. Friday of every week/on the first day of every month*. The salary shall be reviewed according to a satisfactory assessment of the employee's performance, however no contractual entitlement to a salary increase. Any changes to salary will be notified in writing.

7.2 An itemised pay statement of the amount paid shall be given at the time of payment.

8. Assessments

The employer will assess the employee's performance during the first [insert number] *months]* of his employment and then at intervals of [insert number] *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

9.2 Where the employer suffers loss by reason of the employee's negligence or exercise diligence.

9.3 If the employee causes damage to the employer's property, the cost of replacement or repair shall be deducted from the employee's pay.

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

9.5 If the employee enters the employment without giving the required notice the value of any loss will be deducted.

9.6 When the employee leaves the employment the employer shall be entitled to deduct from the employee's pay any advances and holiday pay taken in excess of the employee's entitlement.

10. Expenses

Upon being presented with proof of payment of expenses incurred by the employee in performing his duties the employer shall reimburse the employee for such expenses to him at the end of each [Insert period]. The employer shall also meet the following expenses:

[Insert list of expenses that will be covered by the employer, e.g. accommodation]

11. Holidays

11.1 The holiday year shall run from [Insert date] to [Insert date] month, e.g. August].

The employee shall be entitled every year to [Insert number] days of holiday.

11.2 *[Insert days, note the statutory minimum is 28 days for a 5-day week, pro-rata if work less] days of holiday, with dates to be agreed between the employer and the employee, and the holidays being taken.*

11.3 *[Select one of the following statements]*

Bank and public holidays will be counted as part of the employee's holiday entitlement.

OR

Bank and public holidays will be excluded from the employee's holiday entitlement.

11.4 Holidays are to be taken at such times as the employer may require. The employee may not carry any holiday entitlement forward to the following year.

receive payment for unused holidays u
employer.

11.5 The employer may at its discretio
outstanding holiday entitlement during
smooth handover or to finish outstand
will be entitled to payment in lieu of a

11.6 On termination of the employme
payment in lieu of any unused holiday
deduct payment for holiday taken in e
payment of salary made to the employ

12. Sickness and Disability

12.1 If and whenever the employee is
performing his duties (absence) he sh
his employment obtain a doctors certifi

12.2 The employee or someone on th
of person to be informed] of the reaso
any event not later than *[Insert time,*

12.3 *[Select one of the following state*

During such absence the employee sh
statutory sick pay to which they are e
Act 1992 (as amended).

OR

During such absence the employee sh
any single year pay contractual sick pa
period from one week to twelve month

OR

During such absence the employee sh
the amount of any statutory sick pay o
may be entitled. The employer will for
period of *[Insert period, e.g. specify a*

12.4 For the purposes of calculation o
[Insert normal workplace working wee

12.5 Entitlement to payment is subjek
production of a doctor's certificate as r

13. Pension

[Select one of the following statements]

This employment carries pension rights of which can be found within the staff force in respect of this employment.

OR

This employment carries pension rights scheme, details of which can be found

OR

This employment carries no pension rights Social Security legislation. A contracting employment.

[This option can only be used if you are]

14. Notice

14.1 Up to *[Insert length of trial period]* give one weeks' notice to the employee

14.2 Thereafter the employer will give *week to six months* notice except in the whereby the employer has the right to be taken to include (but not restricted

a) Theft or attempted theft from either customers or any of the employer's employees.

b) Fraud.

c) Causing malicious injury or maiming employees.

d) Rude offensive and threatening behaviour employees.

e) Malicious damage to property.

f) Breach of confidentiality.

g) Negligence resulting in serious loss employer's clients, customers or employees.

h) Serious breaches of Health and Safety

14.3 The employee shall at all time give [one week to six months] prior notice to the employer of his or her own volition.

14.4 Without prejudice to this clause the employer may terminate the employment by paying the employee the amount of the employee's salary for the period of notice.

14.5 If the employer requires the employee to continue to work during the employee's notice period, the employee shall be subject to any conditions laid down by the employer and shall not be permitted to work for any other person or to engage in any business without the employer's permission.

15. Grievance and Disciplinary Proceedings

The employer's disciplinary rules and procedures shall be set out in the employer's handbook and shall apply to all employees. A copy will be provided to the employee on request.

16. Retirement

The employee's contractual retirement age shall be [greater than 65] for the purposes of this employment. The terms and conditions relating to retirement are set out in the employer's handbook, a copy of which will be provided to the employee on request.

17. Severability

It is hereby declared that the foregoing provisions of this Agreement shall be read and construed as a whole and no part of this Agreement or its paragraphs shall be void, invalid or unenforceable, it shall not affect the remaining paragraphs of this Agreement.

18. Prior Agreements

This Agreement sets out the entire Agreement between the employer and the employee in substitution of any previous written or oral agreements between the employer and the employee.

19. Jurisdiction

This Agreement shall be construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

20. Particulars of Employment

Schedule 2 of this Agreement sets out
in accordance with the requirements of

SCHEDULE 1

Employee's Working Week:

[Insert normal workplace working week]

Employee's Hours of Work:

[Insert normal hours of work, e.g. 9am]

Employee's Hours of Lunch or Break:

[Insert normal times of lunch or work]

SCHEDULE 2

Name of Employer:

[Insert employer name]

Address of Employer:

[Insert workplace address]

Name of Employee:

[Insert employee's name]

Address of Employee:

[Insert employee's full address]

Dates of Employment:

[Insert employee's start date]

AMPLIFICATION OF TERMS OF EMPLOYMENT

Hours of Work & Lunch or Breaks:

Hours of work and lunch or breaks are

Sickness or Injury:

The employee is entitled to be paid during
accident in accordance with Clause 12.

Pension:

This is in accordance with Clause 13.

Remuneration:

The employee is entitled to remunerat

Notice:

The employee is entitled to notice in a

Job Title and Description:

This is in accordance with Clause 3.

REQUIRED INFORMATION

The following information is supplied p
and reflects the employer's current pra

Grievance Procedure:

The grievance procedure is set out in t
provided to the employee on request.

Disciplinary Rules & Procedure:

The disciplinary rules and procedure a
will be provided to the employee on re

Appeals Procedure:

The appeals procedure is set out in the
to the employee on request.

Pension:

[Select one of the following statement

This employment carries pension right
of which can be found within the staff
force in respect of this employment.

OR

This employment carries pension right
scheme, details of which can be found

OR

This employment carries no pension ri
Social Security legislation. A contracti
employment.

SIGNED (for and on behalf of):

[Insert employer name]

[Insert name of person signing on em

[Insert their position]

Signature: _____

SIGNED by the employee:

[Insert employee's name]

Signature: _____

(c) www.compactlaw.co.uk / all rights

