**[Insert SGB Name]**

**Fixed Term Contract of Employment**

**[Insert Logo]**

This Agreement details the particulars of employment between [Insert company name and full address] and [Insert Employee Name and full address] in that it contains all of the main elements as required under the Employment Rights Act 1996.

**Date of Issue**

The date of issue of this Agreement is [Insert Date] and as such it supersedes any other Agreement previously issued.

**Date of Commencement of Employment**

Your employment under this contract will be effective from [Insert date] and is for a fixed term of [Insert week’s/month’s] subject to any prior termination in accordance with the Probationary Period and Notice to Terminate Employment clauses, it will expire on [Insert date]. This agreement may be terminated at any time before its expiry by either party giving to the other party the notice as specified.

**Application**

All information you provided to the company during the application process including in your C.V. and in the interview process should have been accurate, truthful and up to date. If the company establish that you falsified or provided exaggerated, misleading, inaccurate or incomplete information this will be considered by the firm as an act of gross misconduct and your employment may be terminated.

**Right to Work in UK**

You must have and maintain the right to work in the UK. If you are employed under the conditions of a work permit, your continuing employment is subject to you complying with the permit and renewing it whenever necessary. You must notify your Manager at least three months before the expiry of any permit, and you are responsible for paying any costs associated with its renewal. You must notify your Manager straight away if you lose or restrictions are placed on your right to work in the UK.

If you cannot demonstrate that you have the right to work in the UK, you will be liable to dismissal without notice. You consent to us carrying out reasonable further checks during your employment to satisfy ourselves that you have the right to work in the UK.

**Place of Work**

Your normal place of work will be [Insert full address]. You will not be required to work outside the United Kingdom

**OR** [You may be required to work outside of the United Kingdom for a period of not longer than one month consecutively to attend training, conferences and the like.]

It is a condition of your employment that you comply with any reasonable request to change your place of work. You may also be required to work at any other premises of the company [or client premises] on a temporary basis, and we will endeavour to give as much notice as possible of any such change.

**Job Title**

You are employed as a [Insert job title] and you will be required to carry out any other reasonable duties falling within your capabilities, as required by the needs of the company.

**Reporting Structure**

In the course of your duties, you will report to [Insert job title].

**Probationary Period**

Your employment is subject to your satisfactory completion of a [three] [six] month probationary period. During the first month of your probationary period, your employment may be terminated without notice. Thereafter, please refer to the Termination of Employment clause.

**Hours of Work**

Your contracted hours of work are [Insert Hours] hours per week. You will be advised of your daily starting and finishing times. The company reserves the right to vary these hours and start and/or finish times according to business requirements. You may be required by the company at any time to work hours in addition of the above where this is necessary to meet operational requirements and emergencies.

**Overtime**

It is essential that you are flexible in your working hours. Overtime is not paid except in exceptional circumstances and must in all cases be authorised by your Line Manager. You may be eligible to accrue Time Off In Lieu (TOIL) as outlined within the Employee Handbook and should also be authorised by your Line Manager.

**OR**

[Insert overtime rules]

**Breaks**

The Company will ensure that it complies with current legislation with regards to breaks.

**Remuneration**

Your [salary] [hourly rate] is £[Insert Amount] [per annum] [per hour] subject to the appropriate statutory deductions payablemonthly by Bank Automated Clearing (BAC) transfer on the [Insert date] of eachmonth.Any over or underpayments into bank will be adjusted the following month or as soon as possible and shown on yourpayslip.

[Insert other remuneration package details e.g. car allowance, life assurance, health insurance]

**Bonus / Commission**

We operate a discretionary bonus / commission scheme, and details will be issued to you separately.

**Annual Leave**

* You are entitled to 5.6 weeks (28 days) worth of annual holiday entitlement with pay, including public holidays specified on an annual basis. The amount you receive and accrue will be reduced on a pro rata basis if you work less than 5 days per week, and further information on your pro rata entitlement will be provided by the company
* Your annual holiday entitlement under this clause accrues daily at the rate of 1/260 of your whole annual entitlement
* The company’s holiday year runs from 1st January to 31st December
* If you begin work part way through the holiday year, your holidays will be reduced on a pro-rata basis
* In most circumstances, holidays cannot be carried forward from one year to the other
* Holiday pay is payable at your normal rate of pay
* Holidays cannot be booked without the prior agreement of the company. You are required to give as much notice as reasonably possible, and at least one week in advance of any holiday you wish to take
* You should have holidays authorised before booking, as the company will not accept liability for any expense incurred by employees who book holidays without first having obtained prior agreement
* On termination of employment you are entitled to receive holiday pay that has been accrued for the current year up to date of termination, less any holiday already taken. Should holiday taken already exceed your accrued entitlement, you will be required to refundan amount equivalent to the number of days’ holiday by which you have exceeded your entitlement. This sum may be deducted from your final salary.

**Deduction from Wages**

The company may deduct monies from your wages in respect of:

* any fines, penalties or losses sustained during the course of your employment and which were caused through your conduct, carelessness, negligence, recklessness or through your breach of the Company's rules or any dishonesty on your part;
* any damages, expenses or any other monies paid or payable by the Company to any third party for any act or omission by you, for which the Company may be deemed vicariously liable on your behalf;
* any other sums owed to the Company by you, including, but not limited to, any overpayment of wages, outstanding loans or advances, or relocation expenses;
* any deductions otherwise entitled under this contract;
* where you have entered into a separate agreement with the Company, any outstanding costs detailed in the agreement.

You authorise the Company to make any such deductions from any and all monies owing to you by the Company.

**Pension Scheme**

The company will adhere to current pension legislation as required and will communicate with you accordingly.

**Training**

The company is committed to training all employees and as such regular in-house training will take place. From time to time you may be required to undergo training courses at the company’s expense and you will be expected to attend such courses when required to do so.

It is a condition of your employment that should you cease to be employed by the company during or within a period of 12 months after the completion of any such training; (howsoever caused, including your resignation or your dismissal by the company) or fail to complete or withdraw from the training at any stage you will be required to refund the company with the full cost of this training. The company reserves the right to deduct any monies owed by you from your final salary.

**Health & Safety & Security**

All employees must observe all health, safety, security and environmental rules, thereby ensuring a safe environment for colleagues and customers. The company sets very high standards in accordance with the Health and Safety at Work Act 1974 and any breach of the rules will be regarded as a serious disciplinary offence.

Surveillance cameras are installed for your protection. You should be aware that the information collected by these cameras is monitored regularly by the company and/or external company representatives appointed by the company at its discretion.

**Confidentiality**

**Option 1 – basic**

You acknowledge that during the course of your employment you will have access to confidential information belonging to the company. Likewise you will have access to client information that is confidential or client information that is embargoed from the public domain until a certain date and/or time. You shall not at any time, during or after your employment, except in the proper course of carrying out your duties, whether directly or indirectly disclose to a third party or make use of any confidential information.

**Option 2 – detailed**

You agree that at all times, whether or not in the employ of this organisation and except where such information is in the public domain, that you will:

* maintain the strictest secrecy with regard to the business affairs of the company and its customers/clients, except to the extent that you may be authorised or ordered to disclose them for example by, any authorised supervisory or enforcement agency (such as the police, a regulatory body given powers under the Financial Services Act or HM Revenue & Customs);
* refrain from revealing or using confidential information regarding systems and programme design, and data for personal gain;
* use computer equipment and access the internet only when authorised to do so and only for official employer business, as unauthorised usage could result in damage to the equipment and loss of stored data.

In the interest of clarity, you are expected to take all reasonable steps to prevent the publication or disclosure of the following:

* details of requirements of contractors (whether they be clients, customers, suppliers, consultants or other contractors) of the firm including, without limitation, the fees and commissions charged to or by them and the terms of business with them;
* any information or document relating to the company’s expansion plans, business strategy, marketing plans, financial information and results, any confidential employee information you are aware of and any incidents or investigations in relation to the company;
* confidential reports or research commissioned by or provided to the company;
* any information relating to the research activities, inventions, secret processes, designs, formulae and service lines;
* any information relating to the production methods, tools and techniques used by the company;
* any confidential transactions, and;
* any other information which you are told is confidential or you should reasonably know is confidential.

You undertake to familiarise myself with the data protection procedures set down by the company as a result of the UK General Data Protection Regulation and understand that the company is obliged as a consequence to view any breach of these procedures as a serious matter that could result in summary dismissal under the organisation's disciplinary procedure.

You understand that any breach of this agreement could result in the companies sensitive and confidential data being disclosed to competitors or other interested parties and any such conduct on my part may render me liable to summary dismissal under the disciplinary procedure.

**Changes to Terms and Conditions**

At times your main terms and conditions of employment may be subject to variation e.g. through legislative changes or negotiated agreements. If such a change is necessary, the company will consult with you and you will be notified in writing within one month of the changes taking effect unless otherwise agreed between the parties.

**Lay Off/Short Time Working**

The company reserves the right to implement short-time working with reduced pay or a period of temporary layoff without pay where this is required due to a downturn in work, to avoid redundancies or for other needs of the company.

The company will advise you of the circumstances and likely duration where any such period will be implemented. Reasonable notice will be given before the commencement of any such period, and a minimum 7 days’ notice will be given.

**Data Processing**

By signing this Agreement, in the legitimate interests of employment you authorise the company to collect, record, organise and store data relating to you in accordance with the relevant data protection regulations. For the necessary performance of this employment contract, the company will be required to share your data with relevant third parties for example the company’s pension provider. Further details are contained in the Data Protection Policy and Privacy Notice.

**Collective Agreements**

No collective agreements apply to your employment with the company.

**OR** [Insert details of collective agreement]

**Absence from Work**

The company rules on absence from work, including Company and Statutory Sick Pay and Procedures, are contained in the Employee Handbook.

**Grievance Procedure**

The company’s grievance procedure including how to appeal a decision are contained in the Employee Handbook, and do not form part of your contract of employment.

**Disciplinary Procedure**

The company’s disciplinary procedure including how to appeal a decision are contained in the Employee Handbook, and do not form part of your contract of employment.

**Sole Employment**

You are not permitted without the prior written consent of your Line Manager to take any other employment during the term of this employment. Such consent will not be unreasonably withheld.

**Post-termination restrictions**

The following post termination restrictions apply:

**[Non-dealing] [**You agree that you shall not for a period of [12/6/3 months] after termination of your employment supply, directly or indirectly, any goods or services to customers of the Employer with whom you had contact during the last [12] months prior to the termination of your employment, whether solicited by you or not.]

**AND/OR**

**[Non-solicitation]** [You agree that for a period of [12/6/3 months] after the termination of your employment you shall not solicit custom from any customer of the Employer with whom you had contact during the [12] months prior to the termination of your employment.]

**AND/OR**

**[Non-poaching]** [You agree that you shall not for a period of [12] months after termination of your employment whether as principal or agent or employer or otherwise, whether directly or indirectly, recruit or try to recruit any person as an employee or consultant or in some other capacity if that person was at any time during the last [six] months of your employment employed by the Employer and you had regular contact with him/her through your employment with the Employer.]

**AND/OR**

**[Non-competition]** [You undertake not to compete directly or indirectly, whether as director, shareholder, employee, consultant, proprietor or agent or in any other capacity, with that part of the Employer's business with which you were involved as an employee in the [12] months prior to the termination of your employment for a period of [12] months after termination.]

Each of the above restrictions in this clause shall be construed as an entirely separate obligation. The enforceability of one or more of these provisions shall not, in any way, be affected by the enforceability of any other provision. In the event of any part of this clause being rendered void or unenforceable, then that part shall be deleted or modified as necessary to make it valid, and as far as the content allows, all other provisions in this clause shall be unaffected.

**Notice to Terminate Employment**

In normal circumstances you are entitled to the following periods of notice from the company to terminate your employment:

* If you have accrued less than one month’s continuous service, no notice
* If you have accrued one month, but less than 2 years’ continuous service, you are entitled to [one week’s] notice
* If you have accrued 2 years’ continuous service or more you are entitled to one week’s notice for each year of continuous employment, up to a maximum of 12 weeks

If you wish to terminate your employment you are required to give [one month’s] notice in writing.

The company reserves the right to make payment in lieu of notice.

Refer to the Date of Commencement of Employment clause with respect to the temporary nature of this employment agreement. Once you have reached the end date, as detailed in the Date of Commencement of Employment clause then your employment will be terminated with no notice, as notice has already been provided to you.

The company reserves the right to require you not to attend work during any period of notice, but to remain available for work throughout that period, regardless of whether the notice was given by you or the company.

In the event that your employment with the company is terminated for gross misconduct the notice detailed above will not apply.

**Acceptance of Terms**

**IF USING HR SYSTEM / EMAIL / DOCUSIGN**

*Please note, we operate a paperless system and have sent you this document electronically. We would ask you to confirm acceptance using the details provided, and this will constitute that you have read and understood the contents of this agreement, and any additional policies issued to you, including the Employee Handbook.*

**OR**

**IF USING PAPER FORMAT**

*We would ask you to confirm acceptance by signing below, and this constitutes that you have read and understood the contents of this agreement, and any additional policies issued to you, including the Employee Handbook.*

**Signature of Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**