

STATEMENT OF PARTICULARS OF EMPLOYMENT

This template sets out the basic requirements. However, employers should consider using this opportunity to fully protect themselves. Our comments and suggestions as to how you might consider doing this are in red. Please contact us for more information at DC Employment Solicitors 023 8001 1234.

[EMPLOYER'S NAME AND ADDRESS]

Dear [EMPLOYEE]

Statement of Terms of Employment

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

1. Start of your employment with [EMPLOYER]

1.1 Your employer is [EMPLOYER] (Company).

1.2 Your employment with us commenced on [DATE].

1.3 [No employment with a previous employer counts towards your period of continuous employment with us.

OR

Your employment with [NAME] which commenced on [DATE] counts towards your period of continuous employment with us.]*

*You need to consider whether previous employment counts as continuous employment – perhaps via a TUPE transfer.

2. Job title

You are employed as [JOB TITLE]* and report to [NAME].

*You should consider how widely to draft the job title and preferably include or append a job description. Too wide a description could cause redundancy selection issues at a later date; too tight could result in a lack of flexibility.

3. Place of work

3.1 Your normal place of work is [LOCATION] or such other place within [REASONABLE AREA]* as we may reasonably determine.

3.2 You will not be required to work outside the UK [for more than one month] during your employment.

*You need to consider what a reasonable geographical area might be and what may be upheld by a court or tribunal as being reasonable.

4. Salary

Your [basic] salary is £[AMOUNT] per year which shall accrue from day to day and be payable [monthly] in arrears [on or about the [DATE] of each month] directly into your bank or building society account.

5. Hours of work

Your normal hours of work are between [TIME] and [TIME], [Mondays] to [Fridays] inclusive, with a lunch break of one hour. You may be required to work such additional hours as are necessary for the proper performance of your duties without extra remuneration.*

*You should consider the impact of the Working Time Regulations and whether the employee may work hours that require an agreement to do so, or a workforce agreement concerning hours and breaks so as to ensure you do not break the law.

6. Holidays

You are entitled to [NUMBER] days' paid holiday during each holiday year. [This includes OR In addition you are entitled to take] [the usual] public holidays [in England and Wales]] [or a day in lieu where we require you to work on a public holiday]. The Company's holiday year runs between [DATE] and [DATE].*

*You need to ensure you at least meet the Working Time Regulations minimum requirements. You should also consider whether you need a policy regarding notice and agreement of holiday; times of year for holiday; carrying forward holiday; what happens on termination of employment; what happens during sickness etc.

7. Incapacity

7.1 If you are absent from work due to incapacity you must notify [POSITION] of the reason for your absence as soon as possible but no later than [TIME] on the end of the first day of absence.

7.2 In all cases of absence a self-certification form must be completed on your return to work. For any period of incapacity which lasts for seven consecutive days or more a doctor's certificate stating the reason for absence must be obtained and supplied to us. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

7.3 If you are absent from work you will be entitled to [INSERT SSP OR COMPANY SICK PAY ENTITLEMENTS]*.

*You should consider how to operate SSP and Company sick pay schemes effectively and to your advantage. We can assist you in ensuring any scheme you operate is efficient and protects you from employees taking advantage of your processes. Consider a full sickness absence and sick pay procedure, which can reduce the incidence of regular short term sickness absences and prevent abuses of the sickness policy.

8. Termination and notice period

8.1 Either of us can terminate your employment in the first two years of continuous employment by giving [one week's] notice in writing. After that time, either of us can terminate your employment by giving written notice of one week for each complete year of continuous employment, up to a maximum of 12 weeks' notice after 12 years or more.*

*Consider lawful notice periods and terms that provide you with more flexibility and protection.

9. Disciplinary and grievance procedures

9.1 Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, copies of which are contained [LOCATION]. These procedures do not form part of your contract of employment.*

*You are required by law (section 3(1) of the Employment Rights Act 1996) to have disciplinary and grievance procedures in place. That being the case, you should make the procedures work to your advantage by having comprehensive policies that provide you with flexibility and the ability to act to protect your business.

10. Pensions

10.1 [INSERT DETAILS OF PENSION ARRANGEMENTS]*.

*You must bear in mind the auto-enrolment obligations and the impact this has on your business.

11. Collective agreements

[There is no collective agreement which directly affects your employment.

OR

Your employment is governed by the collective agreement between the Company and [NAME OF TRADE UNION], which is incorporated into your contract and may be amended from time to time.

ADDITIONAL TERMS TO CONSIDER:

- Enforceable restrictive covenants to protect business from key staff leaving;
- Protection of intellectual property;
- Confidentiality restrictions;
- Employee obligations on termination;
- Termination without notice; and
- Employee warranties.

Please indicate your acceptance of these terms by signing and returning to us the attached copy of this letter.

Yours sincerely

.....

For and on behalf of [EMPLOYER]

I agree to the above terms

.....

[EMPLOYEE]

“THE GOLDEN 12” EMPLOYMENT POLICIES

There are 12 policies that we believe are absolutely essential for employers to have in place in order to protect themselves both against claims and, where claims have been brought against them, so they can demonstrate that they take issues (that may well be out of their control to some extent) seriously. They also provide a pathway for employers to follow should issues arise. They form an excellent staff handbook that can be built upon according to the needs of the business.

They include (amongst others): Whistleblowing; Discrimination; Anti-harassment & Bullying; Health and Safety; IT; and Social Media Use (privately and at work).

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