

This statement of written terms and conditions complies with the legal minimum required by employment legislation. The template assumes part-time employment. It also assumes that the employer will have its own disciplinary and grievance procedures. It is a template document and square brackets and highlights indicate where customisation is required. Please contact the HR Advisor for the Diocese of Derby, if you need assistance with the completion of this document. The current advisor is Adele Poulson: [adele.poulson@derby.anglican.org](mailto:adele.poulson@derby.anglican.org) tel. 01332 388686.

<<Company Name>>

## Terms and Conditions of Employment

STANDARD FORM SECTION ONE STATEMENT

<<Employee Name>>

<<Date>>

This document contains the main terms and conditions of employment which govern your service with the Company. [Your service with the Company is also subject to the terms contained in the letter offering you employment (“the Offer Letter”). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in the Offer Letter will prevail, except where expressly stated to the contrary.]

## TERMS AND CONDITIONS OF EMPLOYMENT

### 1. General

The following statement is issued by <<Name of Company>> [a company registered in <<England and Wales>> under registration number << >> whose registered office is at <<Address>>] (hereinafter referred to as “the Company”) pursuant to its obligation to provide its employees with a written statement of the main terms and conditions of their employment as required by Section 1 of the Employment Rights Act 1996 and compliant with the Employment Act 2002 and Working Time Regulations 1998.

### 2. Employee Name, Address, and Duties

You <<Name of Employee>> of <<Address>> (hereinafter referred to as “you”) are employed by the Company in the capacity of <<job description and/or brief summary of duties and responsibilities>>.

### 3. Date of Commencement / Date of Continuous Employment

3.1 Your employment with the Company began on <<date>> and your period of continuous employment with the Company [began on that date and no other period of employment counts towards that period] OR [began on <<relevant date>>].

3.2 [Your employment is on a temporary basis and is currently expected to continue only until <<date>>. Your temporary employment is subject to termination by either party giving to the other <<number of days/weeks etc>> notice in writing of termination of employment. Alternatively, your employment may be summarily terminated where you are found guilty of gross misconduct.]

OR

[Your employment is for a fixed term and will terminate on <<date>> OR [ <<state circumstances for ending – e.g. named incumbent ceases to be a rural dean>>]. It may be terminated at any time before its expiry by either party giving to the other <<number of days/weeks etc>> notice in writing of the termination of your employment. Alternatively, your employment may be summarily terminated where you are found guilty of gross misconduct.]

OR

[You are entitled to receive from the Company and are obliged to give to the Company <<number of weeks/months>> written notice to terminate your contract of employment. The first <<number>> months of your employment will be a probationary period during which your performance will be assessed. During the probationary period, your employment may be ended either by you giving the Company or by the Company giving you <<number days/weeks>> written notice.

Following successful completion of the probationary period, the notice period will be the longer of contractual notice (as detailed above) or statutory notice. Statutory notice is:

- 3.2.1 one weeks notice if you have been employed continuously for one month or more but for less than two years, and
- 3.2.2 one additional weeks notice for each additional complete year of service up to a maximum of 12 weeks notice.]

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

Your place of work is at the Company's premises at <<address>> but you may from time to time be required to travel on the business of the Company within the <<name of deanery>> OR Diocese of Derby or to perform your responsibilities and duties at such other place within the << name of deanery>> OR Diocese of Derby as the Company may reasonably request from time to time.

#### 5. **Hours of Work**

[You will normally be required to work from <<Time>> to <<Time>> <<Monday to Friday>>, a total of <<Number>> hours per week.]

OR

[You will normally be required to work from:

Monday from <<Time>> to <<Time>>

Tuesday from <<Time>> to <<Time>>

Wednesday from <<Time>> to <<Time>>

Thursday from <<Time>> to <<Time>>

Friday from <<Time>> to <<Time>>]

You must take a break of no more than <<e.g.30>> <<minutes>> between <<Time>> and <<Time>> or as agreed with your <<manager>>.

#### 6. **Remuneration**

- 6.1 The full time salary for this position is £<< >> per annum based upon a total of << >> hours per week, giving an hourly rate of £<< >>. You will be paid <<insert frequency e.g. monthly>> normally on << e.g. the last friday of each month>>. Payment will be made by <<e.g. direct credit transfer to a bank or building society account nominated by you>>.
- 6.2 Your working hours are equal to <<percentage>> of full time hours. Your salary will be £<< >> per annum.
- 6.3 [You will [not] be paid overtime for hours worked in excess of the full time hours. Overtime will be paid on the following terms: <<insert terms>>.]
- 6.4 [At the Company's discretion, your salary will be reviewed annually in <<month>>. You should be aware that a salary review will not necessarily result in a salary increase. There will be no review of your salary after notice has been given by either party to terminate your employment.]

## 7. Holidays

- 7.1 You will be entitled to <<28 days [note that the statutory minimum holiday entitlement is 28 days]>> pro rata in each Holiday Year throughout which you are employed by the Company. This includes public and statutory holidays. Holiday entitlement is pro rata to hours worked, in accordance with clause 6 above. The Holiday Year commences on << >> and finishes on << >> each year.
- 7.2 You will accrue holidays on the basis of 1/52<sup>nd</sup> of your annual entitlement for each complete week worked. If you do not have enough holidays accrued at the time of your holidays you may be allowed to go over your accrued entitlement.
- 7.3 [In exceptional circumstances you may carry forward up to << 5 >> days holiday accrued but not taken to the next Holiday Year. This applies for one year only, holiday may not be carried forward to a subsequent Holiday Year.]

OR

[Unless there are exceptional circumstances, you will not be entitled to carry forward holiday accrued but not taken from one Holiday Year to the next. Only holiday in excess of the statutory minimum entitlement can be carried forward from one Holiday Year to the next.]

- 7.4 You will be entitled to a payment in lieu of accrued holiday which is outstanding as at the date of the termination of your employment. The Company will deduct a payment in lieu of days holiday taken in excess of your accrued holiday entitlement as at the date of termination of your employment on the basis of <<specify calculation>>, and you hereby authorise the Company to make such deduction from the payment of any final salary.
- 7.5 Holidays must be taken at times convenient to the Company and sufficient notice of intention to take holiday must be given to <<name of person, title and/or department>>. You must not book holidays until your request has been formally agreed.
- 7.6 [Payments in lieu of holiday in respect of holiday leave exceeding the statutory holiday entitlement shall be made solely at the discretion of the Company.]

## 8. Sickness Absence

Your employment by the Company is subject to the Company's rules relating to sickness absence.

- 8.1 In the event of your absence for whatever reason you or someone on your behalf should contact <<specify name and title of immediate superior>> at the earliest opportunity on the first day of the absence to inform him/her of the reason for your absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.
- 8.2 If the absence is due to sickness a self-certificate form should be completed within 7 days from the commencement of the period of absence. The form will be supplied to you.
- 8.3 A medical certificate signed by your doctor as to the reason for the absence

must be handed or sent to <<specify relevant name and title>> if you are absent for any period of 7 consecutive days or more. A new medical certificate should be sent periodically as required by the Company.

- 8.4 For the purposes of the Statutory Sick Pay scheme the agreed 'qualifying days' are Monday to Friday.
- 8.5 [There is no contractual right to payment in respect of periods of absence due to sickness or incapacity, but such payments are at the discretion of the Company.]

OR

[Provided you comply with the Company's sick pay requirements you will be paid your normal basic salary for <<number of days for which sick pay will be paid>> in total in any calendar year.]

- 8.6 The Company has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.

## 9. Pension

- 9.1 [There is no pension scheme applicable to your employment.]

OR

[You will be permitted, as soon as you are eligible, to join the Company's contributory pension scheme (subject to the deed and rules from time to time) full details of which can be obtained from <<relevant name and/or department>>]

- 9.2 A contracting out certificate pursuant to the Pension Schemes Act 1993 is [not] in force.

## 10. Restrictions and Confidentiality

- 10.1 You may not, without the prior written consent of the Company, devote any time to any business other than the business of the Company or to any public or charitable duty or endeavour during your normal hours of work.
- 10.2 You will not at any time either during your employment or afterwards use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company, details of which are not in the public domain.

## 11. Collective Agreements

[There are no collective agreements relevant to your employment.]

OR

[Your employment is subject to the following collective agreement <<specify relevant agreement>>.]

**12. Grievance Procedure**

The formal grievance procedure policy is available on request from <<relevant name and/or department>>.

**13. Disciplinary Procedure**

The disciplinary rules applicable to your employment are set out in the Company Disciplinary Policy and Procedure. A copy will be provided to you with this contract of employment. If, for any reason, you have not received a copy of the Company Disciplinary Policy and Procedure please contact <<relevant name and/or department>> to request one.

**14. Governing Law and Jurisdiction**

This Statement shall be governed by and construed in accordance with the laws of England and Wales.

**15. Variation of Terms and Conditions**

The Company reserves the right to amend your Terms and Conditions of employment from time to time to take into account Company policy, the needs of the business and/or new legislation.

You will be notified of any changes by way of a general notice to all employees or individually and will be deemed to have accepted such variation as notified to you unless any objection is received in writing by the Company before the expiry of one month.

Issued for and on behalf of <<Company Name>>

Signed: .....

Date:

I acknowledge receipt and confirm my agreement that the above terms and conditions constitute my contract of employment.

Signed: .....

Date:

<<Name of Employee>>