**Statement of Terms and Conditions of Employment**

In accordance with the Employment Rights Act 1996, this Statement, together with your offer letter, forms part of your Contract of Employment (except where the contrary is expressly stated) and sets out particulars of the main terms on which **[Employers Name, Employers Address]** employs:

[Employee Name, Employee Address]

**Job title**

You are employed as **[Job Title]** and your duties will be as advised by the [Manager’s Job Title]. Your duties may be modified from time to time to suit the needs of the business.

**Commencement of employment**

[Delete as appropriate]

Your employment began on **[Start Date]**. No previous employment counts as part of your period of continuous employment.

[or]

Your employment with [Company Name] began on **[Start Date]**. Your previous employment with **[Company Name]** counts as part of your period of continuous employment, which therefore began on **[Start Date].**

Probationary period

[You join us on an initial probationary period of 6 months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. You will receive written confirmation that your probationary period has been successfully completed and you should not consider your probation period passed until you have received this confirmation.

The notice periods that apply to your employment during your probationary period are set out later in this document.

**OR**

Your employment is not subject to a probationary period.]

**Place of work**

You will normally be required to work at **[Company Name, Company address]**.

The performance of your role requires an element of travel within a 20-mile radius of this address.

**Mobility**

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of our business.

[You will not be required to work outside the United Kingdom.

Or

You will be required to travel internationally in the performance of your role. You are therefore expected to have a valid passport.]

**Training entitlements**

[The Company will fund the following training for you, which you are required to undertake:

* [Insert Details]

You will be required to sign a Training Agreement, whereby the Company can recoup the costs of this training should you leave the Company’s employment. Full details will be provided in the training agreement.

**OR**

You are required to undertake the following training at your own expense@

* [Insert Details]]

[You are also entitled to take part in various training courses which the Company may provide during the course of your employment. Training may be undertaken internally or by external providers. More information on the types of training available are available from [your line manager/ the [Job Title].

You may be required to sign a Training Agreement, whereby the Company can recoup the costs of any training should you leave the Company’s employment. Full details will be provided in the training agreement.

**OR**

No training will be provided to you during your employment other than that you will receive upon commencement of employment to ensure that you are able to effectively carry out your role.]

**Hours of work**

Your normal hours of work are [Weekly Hours of Work] hours. You may be required to work overtime/additional hours when authorised and as necessitated by the needs of the business and this may include weekend working. [You will not receive any additional pay in respect of these hours. Or Any additional hours will be paid at [Rate] rate.]

**Fixed days and times of work**

Your normal days and hours of work are:

[Insert Working Pattern]

These hours are not variable.

You may be required to work additional hours as deemed necessary by the Company for the proper performance of your duties.

**OR**

**Variable hours**

Your hours of work are variable each week. Actual days, start/finish times will be variable and in accordance with the rota. You have no guaranteed hours of work in any given week.

You may be required to work hours on evenings, weekends, and public holidays or at other times outside your normal hours of work.

**OR**

**Fixed hours on a shift pattern**

Your normal working hours are [working hours] per week. Actual days of work, start and finish times will be variable and in accordance with the rota, which will be issued [number week(s)/number month(s) in advance.

**Fixed number of hours on different days and times**

Your normal working hours per week are [working hours]. Actual days of work, start and finish times will be variable in accordance with the needs of the Company.

The Company’s operational hours are [Insert Time] to [Insert Time] on [Insert Days] and you will generally be expected to work a shift of [insert number of hours] hours on any operational day. You will not be expected to work more than [insert number of days] days in a calendar week.

Actual working hours will be notified to you [insert time period – e.g. one week/one month] in advance.

**Overtime**

You may be required to work overtime or additional hours when authorised and as necessitated by the needs of the business. [You will not receive any additional pay in respect of these hours. Or any additional hours will be paid at [Rate] rate.

**Break entitlement**

You are entitled to a [Minutes] minute unpaid break each day.

**Working time**

The Working Time Regulations 1998 provide that the average working week, including overtime, shall not exceed 48 hours.

If you undertake any other employment whilst employed by the company, in accordance with the clause below (other employment) and additionally, you must notify us in order that we can discuss any implications from the current working time legislation.

You can choose to opt out of the 48-hour limit on weekly working time by providing us with written notice agreeing that the limit shall not apply to your employment with [Company Name]. Once this agreement is received, your average working week, including overtime, can exceed 48hours. This agreement will continue indefinitely throughout your employment.

If you wish to rescind your agreement to opt out of this limit at any time, you must provide us with three months’ written notice. Alternatively, depending on business needs, the Company may provide you with three months’ notice to terminate the agreement.

**Other employment**

You are expected to devote the whole of your time and attention during working hours to our business and must not, under any circumstances, conduct any business during your working hours to any business other than that carried out for [Company Name].

If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with the [job title]. in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

* working hours
* competition, reputation and credibility
* conflict of interest
* health, safety and welfare.

You will be notified in writing of the Company’s decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

**Remuneration**

Your salary is currently [£Salary] per annum to be paid [Pay Frequency] on the [Day/Date] by [BACS transfer], in arrears.

Any changes to your pay as a result of the Company’s annual salary review will be advised to you in writing. You should not expect an annual increase to your pay.

**[Bonus Scheme**

The Company operates a bonus scheme applicably to your employment. The decision as to whether to pay a bonus, and the amount of any bonus, are entirely at the Company’s absolute discretion.

Bonuses are normally paid on or about [month] each year.

You will not be entitled to be considered for a bonus if you have left the employment of the Company, or are serving out notice, given by either you or the Company, to terminate your employment at the date when any bonus is in fact paid.

This a non-contractual bonus scheme and the Company reserves the right to amend or withdraw the bonus scheme at any time.

It is expressly agreed that the fact that you may have received a bonus at any time does not give rise to any expectation or entitlement to receive any bonus in the future, or as to the size of any future bonus.

Full details of the bonus scheme will be provided separately.]

**Expenses**

The Company will reimburse all reasonable expenses properly incurred in connection with Company travel/accommodation and out of pocket expenses on production to the Company of all receipts. All expense claims must be made within a 30-day period and sent to [Approver] for approval.

The Company reserves the right not to reimburse any expense claimed that is not supported by evidence of expenditure or that it deems has not been reasonably incurred.

**[Life Assurance**

The Company will provide membership to a life assurance scheme for the duration of your employment. This life assurance will provide for payment at the rate of four times your basic annual salary in accordance with arrangements made between the Company and its nominated insurer, subject to the terms and conditions of any such insurance.]

The Company reserves the right to amend or withdraw the provision of this benefit at any time, with reasonable notice.

**[Private Medical Insurance**

The Company will provide you with Private Medical Insurance. This is a taxable benefit and you are responsible for settling any tax liability recurred as a result of participating in this benefit.

The Company reserves the right to amend or withdraw the provision of this benefit at any time, with reasonable notice.]

**Holidays**

Your holiday year begins on 1st January and ends on 31st December each year, during which you will receive a paid holiday entitlement of 5.6 weeks inclusive of any public holidays, subject to a maximum of 28 days. In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year, accruing at the rate of one twelfth of the full annual holiday entitlement, on the 1st of each month, in advance.

You may be required to use a number of days holiday from your annual allowance each year, to cover the Christmas and New Year period.

For periods of holiday you will receive your normal rate of pay.

In the event of termination of employment your entitlement to accrued annual leave will be calculated and any annual leave accrued but not taken will be paid for.

However, in the event of you having taken any holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final pay.

[It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward. Holiday entitlement not used by the correct date will usually be lost and payment will not be made for any annual leave not taken during the year.

OR

The Company may consider permitting untaken leave to be carried over from one leave year into the next. This will only be considered in exceptional circumstances, at the sole discretion of the Company, and only when you have taken all of your statutory minimum entitlement in that holiday year.]

The Company operates a holiday booking procedure and all requests for holiday should be made using this procedure. Holiday requests must be authorised by management therefore it is not advisable to make any firm arrangements eg flights/hotels before authorisation is obtained.

You may not normally take more than two working weeks consecutively. In exceptional circumstances you may be permitted to take annual holiday in excess of two weeks at the sole discretion of management.

You should give at least four weeks’ notice of your intention to take holidays of a week or more and two weeks’ notice is required for single days holiday. Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

You may be required to reserve sufficient entitlement to take at a time set by the Company. We will endeavour to give you as much notice of this as possible and also of any subsequent amendment to the requirement to take leave on certain dates.

You may be required to take all or part of any outstanding holiday entitlement at any time as directed by the Company. The Company may not give you any notice of this.

**Public holidays**

As part of your holiday entitlement, you are entitled to 8 public holidays each year. The public holidays each year, are the bank holidays in England and Wales.

However, because of the nature of our business you may be required to work on any public holidays, and it is a condition of employment that you work on these days when required to do so.

If you work on a public holiday, payments will be made at the rate of your normal hourly pay and you will receive a day off in lieu which is to be taken on a day agreed in advance by the Company at a time deemed suitable as per the needs of the business.

**Other paid leave**

You may be eligible to take the following periods of paid leave, subject to any eligibility and notice requirements:

* Statutory maternity leave
* Statutory paternity leave
* Statutory adoption leave
* Statutory shared parental leave
* Statutory parental bereavement leave

The Company’s rules and procedures relating to the above types of leave and the associated pay you may be entitled to are contained in the employee handbook.

[You may be entitled to other types of paid leave in some exceptional circumstances, and entirely at the Company’s discretion, as detailed in the Company’s leave policy contained in the employee handbook].

**Sickness absence**

You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than [insert time] on the first day of your absence. Other than in exceptional circumstances notification should be made personally, to your line manager.

You can read more on the Company’s sickness absence policy which is set out in the employee handbook available from your line manager.

**Sick pay**

You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the statutory qualifying conditions.

The Company’s rules relating to sickness absence are set out in the employee handbook available from your line manager.

**Driving own vehicle**

Use of your own vehicle on Company business is permitted subject to a requirement that you present your driving licence, motor insurance documents and MOT Certificate (if applicable) for the inspection of the Company on an annual basis. The Company will retain a copy of these documents each year.

You should make yourself familiar with, and adhere to, the Company’s rules relating to vehicles and driving which are located in the employee handbook.

**Driving licence**

If you are prosecuted or convicted of a driving offence which results in a period of disqualification, and the holding of a licence is an essential requirement of the job, you may be dismissed in the event that no suitable alternative work can be found.

**Health and safety**

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately. You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public. More information is located in the employee handbook and health and safety policies.

**Intellectual property and inventions**

You agree that the Company will own all intellectual property and inventions produced during your employment with us and you will enter into other such agreement to ensure provide efficacy to this clause. You will continue to be bound to any agreement after your employment with us has ended. For these purposes, intellectual property means patents, trademarks, service marks, registered designs (including application for and right to apply for any of them) unregistered design rights, trademarks or service marks, trade or business names, copyright, or know how and any similar rights in any jurisdiction.

You irrevocably waive any moral rights in the Work to which you now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

**Anti-corruption and bribery**

The Company acknowledges that the nature of your role means that you may be at risk of being involved in activities susceptible to allegations of bribery and/or corruption. You are required to familiarise yourself with the Company’s anti-corruption and bribery policy and ensure that you conduct yourself in line with it at all times. This policy is located in the employee handbook.

**Pension**

Where required, we will operate a contributory pension scheme into which you will be auto-enrolled (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company. Further details can be obtained from your line manager.

**Retirement**

There is no retirement age in operation at the Company and we place great value on the contribution of all of our employees regardless of their age. Employees who make the decision to retire do so at their sole discretion and are required to give at least the contractual resignation notice period required by this document.

**Benefits**

In addition to any set out elsewhere in this statement, you are entitled to receive the following benefits from the Company provided you meet any qualifying conditions:

[Insert details of benefits].

**OR**

Aside from any set out elsewhere in this statement, you are not entitled to any additional benefits from the Company.

**Confidentiality**

All information that:

* is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence
* relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort and
* has not been made public by, or with our authority

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

You shall make yourself aware of the Company’s policies in relation to compliance with the General Data Protection Regulation and the Data Protection Act in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform the Company immediately upon discovery of a data breach. You shall, at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

**Collective agreements**

No collective agreements directly affect your terms and conditions of employment.

**Changes to terms of employment**

From time to time, the Company may determine the need for changes to be made to your terms and conditions of employment. The Company reserves the right to make reasonable amendments to your terms and conditions of employment. You will receive confirmation in writing of any changes or amendments to the terms of your employment within one month of them taking effect.

Grievance procedures

The Company grievance procedure provides a mechanism whereby employees may seek a resolution to a complaint they have about their employment with us. Before using the formal procedure, you should speak to your line manager on an informal basis to seek a satisfactory outcome. The formal procedure may be used if you do not feel the informal method appropriate to your concerns, or if the informal method has not produced an outcome with which you are satisfied. In this case, you should raise the grievance in writing to your line manager.

Should you be dissatisfied with the outcome of the formal grievance procedure, you may appeal it in writing to the [job title].

Further information can be found in the employee handbook available from your line manager.

**Disciplinary procedure**

It is necessary to have a minimum number of rules in the interests of the whole organisation and employees must make themselves aware of the standards which apply to their conduct and performance. These rules, and accompanying disciplinary procedure, are set out in the employee handbook available from your line manager.

We retain discretion in respect of disciplinary and dismissal procedures to take account of your length of service and to vary the procedures accordingly or in circumstances otherwise set out in the document.

**Suspension**

In order for a disciplinary investigation to be carried out in the most efficient manner, and where the allegations are regarded by the Company as sufficiently serious, the Company reserves the right to place you on temporary suspension from work on normal pay. Suspension will only be for as long as is necessary for a thorough investigation to be conducted. Suspension is not a disciplinary sanction.

**Disciplinary and dismissal appeals**

Should you be dissatisfied with any decision to take action against or dismiss you, you may appeal in writing to the [job title]. Further information can be found in the employee handbook available from your line manager.

**Deductions**

You agree that the following deductions from your pay will be made for the following costs incurred by the Company in relation to your employment. The Company expressly reserves the right to make these deductions:

* any fines, penalties or losses sustained that is the result of your carelessness, negligence, deliberate vandalism, dishonesty or a breach of Company rules
* any monies paid or payable by the Company to any third party due to the principle for conduct undertaken by you for which we may be deemed vicariously liable
* any unauthorised personal use of mobile telephones provided to you for use
* any holiday pay relating to leave you have taken in excess of that which you have accrued at the point of termination
* the amount of any overpayment of wages
* outstanding loan or wage advance repayments
* any other sums owed to the Company by you
* any deductions elsewhere under this contract in relation to which the reserved right to deduct applies
* in relation to deductions authorised by any separate agreement into which the Company has entered with you.

You understand and agree that the Company may make these deductions from all monies due to you.

**Short-time working and lay off**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay in accordance with statutory provisions.

Data protection

The Company collects and processes certain types of data about you and does so in line with the General Data Protection Regulation and the Data Protection Act in force from time to time. Please read the Company’s Employee Privacy Notice which is attached to this document for more information about the types of data processed and the reasons for the processing.

You shall make yourself aware of the Company’s policies on data protection with regard to data processing undertaken by you in the course of your duties and act in accordance with those policies at all times. Failure to do so may result in disciplinary action being taken against you, up to and including dismissal.

Termination of employment

During your probationary period, you must give 1 week notice in writing. Upon successful completion of your probationary period, you must give 1 month notice in writing when terminating your employment with the Company.

You are entitled to receive the following notice periods should the Company terminate your employment:

* within the probationary period – 1 week
* from successful completion of your probationary period but less than five years’ service – one month
* five years’ service or more - one week for each completed year of service to a maximum of 12 weeks after 12 years continuous service.

You should also note the following in relation to notice periods:

* you will not receive any notice of termination when the circumstances of your dismissal involve a gross misconduct offence
* you may be required to take all or part of your remaining holiday entitlement during your notice period
* the Company reserves the contractual right to give pay in lieu of all or any part of the above notice period by either party
* if either you or the Company serves notice on the other to terminate your employment the Company may require you to take “garden leave” for all or part of the remaining period of your employment. If you are asked to take garden leave you:
  + must not attend your place of work unless otherwise requested
  + may not be required to carry out your normal duties during the remaining period of your employment, however, you will still be available for answering queries
  + will continue to receive your normal salary
  + must not undertake any other employment for the period of garden leave without prior authorisation from the Company.

In the event of dismissal for gross misconduct, we reserve the right to amend our normal notice provisions.

**Garden leave**

If either you or the Company serves notice on the other to terminate employment, the Company may require you to take “garden leave” for all or part of remaining period of your employment. If you are asked to take garden leave, the following shall apply:

* the Company shall be under no obligation to provide any work to you
* the Company may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you
* you shall continue to receive basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement
* you shall remain an employee of the Company and bound by the terms of this agreement (including any implied duties of good faith and fidelity)
* you shall ensure that the [job title] knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way)
* the Company may require you not to undertake any other work for any other Company
* the Company may exclude you from any premises of the Company and
* you may be required to return all Company property in your possession including but not limited to IT equipment and documents, notes, memoranda with the strict instruction not to make a copy or retain any part of such.

**Return of company property**

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility by the last day of your employment. This includes, but is not limited to, the following:

* Company documents, books or other written material
* keys
* ID/access card

Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

Deductions will also be made from your final salary payment in relation to any other deduction agreement you have entered into during your employment with the Company.

**Restrictions after termination of employment**

The terms outlined in the Schedule below regarding your conduct after the termination of employment with [Company Name] will have effect. You agree that these terms are contractual terms and conditions. You agree that you will provide a copy of such to any subsequent employer.

**Governing law and jurisdiction**

This contract of employment is governed by the laws of England and Wales and any claim/dispute arising from its construction or enforceability will be governed by and in accordance with those laws. This extends to non–contractual disputes or claims.

Each party irrevocably submits that the Courts of England and Wales will have jurisdiction over any claims and attempts to resolve all controversies or claims of whatever nature arising from this contract’s construction or enforceability or any breach of it.

**Entire Contract**

This document and the documents referred to herein constitutes the entire understanding and agreement between the Company and the Employee. There are no other agreements, conditions or representations, oral or written, express or implied. This document supersedes all prior agreements in their entirety.

**Acknowledgement**

I acknowledge receipt of this document. I have read and understood its contents and accept that it forms part of my Contract of Employment together with my offer letter. I agree to keep myself informed of any changes to the content of the employee handbook.

**Signed by:…………………………………………………**

**[Insert name], the employee:**

**Date:………………………………………………………...**

**Signed by:…………………………………………………**

**[insert name, job title on behalf of Company Name]**

**Date:………………………………………………………..**

**Schedule: Post-termination conduct**

**Definitions**

"Restricted Business" shall mean any business or activity carried on by the Company at any time during the Relevant Period and in which the Employee shall have been directly concerned during the Relevant Period.

"Restricted Clients" shall mean any person, firm or Company or other organisation or entity who was at any time in the Relevant Period a client of the Company.

"Prospective Clients" shall mean any person, firm, Company or other organisation or entity who at the date of termination of the Employee's employment with the Company was engaged in negotiation with the Company with a view to engaging the Company's services.

"Relevant Period" shall mean the 6-month period preceding the date of termination of the Employee's employment with the Company, ending on that date.

**Solicitation and dealing**

The employee shall not, during the period of 6 months after the date of termination of their employment with the Company, directly or indirectly on their own account or on behalf of or in conjunction with any person, firm, Company or other organisation or entity either:

* conduct Restricted Business or
* canvass or solicit or by any other means seek to conduct Restricted Business

either with any Restricted Client within a 10-mile radius of any of our sites or with any Restricted Client whom the employee shall have had material dealings in the course of their duties during the Relevant Period.

The employee shall not during the period of 6 months after the date of termination of their employment with the Company, directly or indirectly on their own account or on behalf of or in conjunction with any person, firm, Company or other organisation or entity either conduct Restricted Business or canvass or solicit or by any other means seek to conduct Restricted Business either with any Prospective Client within a 20 mile radius of any of our sites or with any Prospective Client whom the employee shall have had material dealings in the course of their duties during the Relevant Period.

**Poaching**

The employee shall not either during their employment with the Company or during the period of 12 months after the date of termination of their employment, directly or indirectly induce or seek to induce any [insert employees roles] employed by the Company at the date of termination of the employee's employment and with whom they had material contact/dealings to leave the employment of the Company, whether or not this would constitute a breach of contract on the part of the aforementioned other employee.

**Competition**

The employee hereby undertakes with the Company that they will not (without the prior written consent of the Company) during their employment and during the period of 6 months after the date of termination of their employment whether by themselves, through their employees or agents or otherwise or howsoever, and whether on their own behalf of any other person, firm, Company, or other organisation directly or indirectly in competition with the Company, be employed or engaged or otherwise conduct any Restricted Business.

The employee hereby undertakes with the Company that they will not at any time after the termination of their employment in the course of carrying on any trade or business, claim, represent or otherwise indicate any association with the Company, or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with the Company to its detriment.

**Confidentiality**

The employee shall not make use of, divulge or communicate to any person (save in the proper performance of their duties) any trade secrets or other confidential information of or relating to the Company, or that of other persons or bodies with whom the Company has dealings of any sort, which the employee may have received or obtained, or has otherwise been acquired by them in confidence, whilst in the employment of the Company. The restriction shall continue to apply after the termination of employment without limit in time but shall cease to apply to information ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law.

Confidential information shall include but shall not be limited to 'client information'. 'Client information' includes information relating to i) the names or addresses or telephone numbers of the Company's clients and/or the employees of such clients with whom the Company has had contact and ii) the requirements of such clients for:

* [type of business activity]

The employee shall make themselves aware of the Company’s policies in relation to compliance with the General Data Protection Regulation and the Data Protection Act in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. The employee shall inform the Company immediately upon discovery of a data breach. The employee shall, at the time of termination of employment with us, or at any other time upon demand, return to us any such material in their possession.

**Return of documents**

Upon termination of your employment, or any other such time as deemed appropriate, it is a requirement that you return all Company property to the Company. For the purposes of this Schedule, company property is taken to include documents and information including documents which contain any member information, e.g. lists of members, invoices, sales records, memoranda, notes, etc.

These items do not belong to you. They remain Company property and as such must be returned to your line manager upon termination or other such instruction.

**Restrictions after termination of employment**

The terms outlined in this schedule regarding your conduct after the termination of your employment with [Company Name] will have effect. You agree that these terms constitute contractual terms and conditions. You agree that, should it be necessary, you provide a copy of these terms to any subsequent employer.

**Governing law and jurisdiction**

This contract of employment is governed by the laws of England and Wales and any claim or dispute arising from its construction or enforceability will be governed by and in accordance with those laws. This extends to non-contractual disputes or claims.

Each party irrevocably submits that the Courts of England and Wales will have jurisdiction over any claims and attempts to resolve all controversies or claims of whatever nature arising from this contract’s construction or enforceability or any breach of it.

**Acknowledgement**

I acknowledge receipt of this Schedule. I have read and understood its contents and accept that it forms part of my Contract of Employment together with my Contract of Employment and Offer Letter.

**Signed by:…………………………………………………**

**[Insert name], the employee:**

**Date:………………………………………………………...**

**Signed by:…………………………………………………**

**[insert name, job title on behalf of Company Name]**

**Date:………………………………………………………..**

### 48 Hour working week: employee opt-out agreement

|  |  |
| --- | --- |
| Employee name: |  |
| Job title: |  |

The Working Time Regulations 1998 provide that the average working week, including overtime, shall not exceed 48 hours.

The Company and the Employee agree that this limit shall not apply to the Employee. This Agreement will remain in force indefinitely.

The Employee, or the Company, may terminate this Agreement at any time by giving not less than three months’ written notice to the other.

**Employee signature:………………………………………**

**Date:………………………………………………………….**