

1. Contract of employment

Legislation on employment contracts is set out in the **Employment Rights Act 1996**, from Part I Employment Particulars.

UK Gov: Employment Rights Act 1996



A Contract of Employment is a legally binding contract between the employee and the employer, it sets out the job offer and both parties' agreement to this.

Since 6 April 2020, employees and workers must be issued with a copy of their main written statement of particulars of employment on day one or before their start date.

An employer must provide all the other wider written details of the statement of particulars of employment within 2 months of the start of the employment.

It is important that signed copies of this are retained by both parties and kept in a safe place as it should be readily available as a point of reference.

ACAS: What must be written in an employment contract



For people who are legally classed as 'workers' and their job started before 6 April 2020, they are not entitled to written terms of employment.

Employers should ensure they have carefully considered the employees employment status and this is clear in the contract.

ACAS: Types of employment status



Conflict at work can arise when there are sudden or unplanned changes to usual working arrangements. Employers must tell employees or workers about any changes to the written statement. They must do this within one month of making the change. Employers also must have agreement from employees and workers.

It is good practice for an employer to undertake a robust induction with a new employee or worker to explain the employer's expectations.

Contracts of employment should also clearly set out any particular clauses specific to the job role, e.g. mobility clause.

Gov UK: Changing an employment contract



Worknest: 7 protective clauses your contracts may be missing



ACAS: Checklist for Induction of New Staff



What's on the horizon

Employment Rights Bill 2024

Gov.uk: Zero Hours Contracts



Gov.uk: Fire and Rehire



South of Scotland Employment Rights Advice Service

Disclaimer: Dumfries and Galloway Citizens Advice Service has tried to ensure that the information contained in this page is accurate. We endeavour to provide information of the highest quality, however, we cannot guarantee that it is completely error free, therefore, we **DISCLAIM** all warranties, whether express or implied and we are not responsible for claims brought by third parties arising from your use of this information page.



If you need more help with employment rights, contact your nearest **Citizens Advice Bureau**.

Resources: Written Terms of Employment (employee)

This statement sets out the main terms and conditions ('particulars') of your employment with us as of **[add date]** which are required to be given to you under the *Employment Rights Act 1996*.

(Which together with your offer letter and company handbook, form the terms and conditions of your employment.)

Name and address of Employee:

Name and address of Employer:

Job title: **[add title]**

Start date: **[add date]**

Your employment is: **(Permanent / Full Time / Part-time)**
(Temporary Full Time / Part-time or Fixed Term)

Continuous Employment: **(either)**

Your previous employment does not count as part of a period of 'continuous employment'.

Your previous employment with **(name of previous employer or employers)** counts as part of your 'continuous employment' which began on **(date continuous employment started)**.

Your Responsibilities are set out in the job description attached to this statement.

Your job description may be amended by us, and, in addition to duties set out in the job description, you may be required to undertake additional or other reasonable duties as necessary to meet the needs of our business.

Pay:

Your pay will be **(state terms or scale or rate of pay, or the method of calculating pay)**.
You will be paid **(weekly/ fortnightly / four weekly / monthly)** / on the **(X day of the week / month)**.

Place of Work: Your normal place of work is **(address)**.

Working Hours:

Your normal working of **(days and hours are (working days and hours))** with a daily **(paid / unpaid)** lunch break of **(time / duration)**.

Optional

Your **(hours of work / days of work)** may change **(provide the detail)**.

Probationary Period:

Your employment is subject to an initial **(X)** months probationary period.

This probationary period may be extended at the Company's discretion following review of work performance during the probationary period and the Company reserves the right to terminate your employment at any time during the probationary period.

Training:

We require you to complete **(specify any compulsory training)** that the Company will not pay for or at your own expense.

Holiday Entitlement:

Your holiday entitlement is **(provide the detail)**.

Insert details on Public Holidays

Insert details on Restrictions on holiday periods

Other Benefits:

You are entitled to **(provide details of additional benefits)**. Your entitlement to these benefits will start **(on your first day / on completion of your probationary period)**.

Or

You are also eligible for other benefits, as set out in our benefits policy, if you meet the qualifying criteria. Our benefits policy can change over time. The benefits policy is available from **(HR / intranet / Employee Handbook / Manager's Name)**.

Or

You are not entitled to any benefits other than those set out in this statement.

Absence and Sick Pay

You must inform **(Name of Manager / HR)** by telephone as soon as possible, but no later than **(timescale)** if you are absent from work for any reason.

For absences of 7 days or more because of sickness or injury, you must get a fit note from a registered healthcare professional.

All sickness or injury absences will be added to your employment record.

You may be eligible for contractual sick pay. **(Provide the company terms for its contractual sick pay)**.

Other Paid Leave

Maternity Leave

Insert details of Maternity Leave and Pay entitlements.

Paternity Leave

Insert details of Paternity Leave and Pay entitlements.

Adoption Leave

Insert details of adoption leave and pay entitlements.

Emergency Time Off for Dependants – **(only include if you pay employees for this time off).**

Parental Bereavement Leave

Insert details of parental bereavement leave and pay entitlement.

Compassionate Leave

Insert details of Compassionate leave and pay entitlements.

Further information can be found in corresponding policies, which are available from
(HR / Intranet / Employee Handbook / Manager's Name).

Pension Arrangements:

If you are eligible, you will be automatically enrolled into our Occupational Pension Scheme in accordance with our obligations under Part 1 of the Pensions Act 2008. If you do not opt out of automatic enrolment, details of the scheme will be provided once you join.

Particulars of pensions and pension schemes are **(state particulars of the Company scheme).**

Or

Particulars of terms and conditions relating to pensions and pension schemes can be found in **(state where employees can find these particulars).**

Notice to Terminate Employment

During your probationary period, the notice period after the first month that you or your employer must give to end your employment is **(number of weeks).**

On completion of your probationary period, but less than five years' service, the notice that you must give to end your employment is – **(e.g. one month).**

Or

The notice you must give to end your employment is **(number of weeks).**

We may end your employment at any time by giving you **(provide details of notice period in weeks)** or the statutory notice you are entitled to receive, whichever is longer.

Changes to Terms of Employment:

From time to time it may be determined that there is a need to make reasonable amendments to your contract or changes to contracts of employment. Any changes or amendments to the terms of your employment will be confirmed in writing within one month of them taking effect.

Collective Agreements;

For information only - A 'Collective Agreement' is an agreement the employer has with employees' representatives (including trade unions) that allow terms and conditions like pay or working hours to be negotiated on behalf of employees.

There are no collective agreements

Or

(Provide the details of dates and parties involved in relevant collective agreements for this contract).

Disciplinary Procedure:

The disciplinary rules which apply to you can be found in the Staff Handbook.

Grievance Procedure:

The grievance procedure which applies to you can be found in the Staff Handbook.

Please sign and return the statement to confirm you have received and accepted these terms:

Employee's Signature:

_____ Date: _____

Manager's Signature on behalf of the organisation:

_____ Date: _____