

## **Fixed term employment contract**

### **Contract of Employment**

**Dated:** [date]

**Name:** [name]

## **Contents**

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Schedule Data Protection Act 2018 Compliance

**This contract is dated:** [date]

**Your employer is:** [company name] (“the Company” ■ ■ ■ ■ “ ■ ■ ■ ■ / ■ ■ ■ ■ ”)

**Your employer's address is:** [company address]

You are: [employee name]

**Your address is:** [employee address]

**The contract terms are:**

## 1. Start and continuity

- 1.1. In agreeing to this contract, we have relied on certain documents and information you have provided to us. If we discover that any of that information is inaccurate, you will be in [REDACTED] .  
[REDACTED] :
    - 1.1.1 your curriculum vitae / resume, sent to [REDACTED] [REDACTED];
    - 1.1.2 certificates of education showing school and university qualifications and in particular that you have achieved a [master of arts] [REDACTED] [REDACTED] [REDACTED];
    - 1.1.3 your statement that you have qualified as a [trade or profession] [REDACTED] [REDACTED].
  - 1.2. Your fixed term employment with the Company starts / started on [date]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED].
  - 1.3. No previous employment counts as part of your period of [REDACTED]  
[REDACTED] .

## **2. Job title and job description**

- 2.1. Your job title is [job title].

- 2.2. Your main tasks and responsibilities are set out [REDACTED]  
[REDACTED].
- 2.3. You now agree that we may change your job description or ask you to do a different job of a similar status and requiring similar skills. We may also ask you to perform duties additional to those now envisaged or those actually undertaken at [REDACTED],  
[REDACTED]  
[REDACTED].
- 2.4. Your duty is to perform your job to the best of your [REDACTED]  
[REDACTED].

### **3. Place of work**

- 3.1. Your normal place of work is our above address but we reserve the right to change this to [REDACTED] [25] [REDACTED]  
[REDACTED].
- 3.2. You agree to work at any other place we reasonably require, including the premises of any customer, client or contractor [REDACTED], [REDACTED]  
[REDACTED] [25] [REDACTED].

### **4. Hours of work**

- 4.1. Your normal hours of work are 9.00 am to 5.30 pm Monday to Friday, excluding public holidays. **[You may be required to work additional time not exceeding 8 hours a week where the [REDACTED]  
[REDACTED].]**
- 4.2. You are entitled to an unpaid lunch break of one hour at a time to be agreed between you and the Company. It [REDACTED]  
[REDACTED].
- 4.3. **The Working Time Regulations of 1998 impose an obligation on employers to ensure that employees do not work more than an average of 48 hours per week. By agreeing to the terms of this [REDACTED], [REDACTED]  
[REDACTED] 48 [REDACTED].**

**OR**

AND



## 5. Training

- 5.1. We provide training for employees at [our head office / a location chosen by us]. The details of the [REDACTED] .  
[REDACTED]
  - 5.2. You must complete the training to the level required by [Employer name]. It is in our discretion as to whether you have completed the training to a satisfactory level. [REDACTED]  
[REDACTED] ( [REDACTED] ) [REDACTED]  
[REDACTED]

## 6. Salary

- 6.5. We reserve the right in our absolute discretion to deduct from your pay (e.g. salary, commission, bonus) any money which you may owe to us including, without limitation, any overpayments or loans made ■ ■ ■ ■

.....  
.....  
.....

## **7. Expenses**

You have no authority to incur expenses.

OR

- 7.1. The Company will reimburse to you all reasonable expenses incurred by you in your work, provided you provide us [REDACTED], [REDACTED] [REDACTED].
  - 7.2. It is a serious offence to falsify any document or manufacture evidence fraudulently for the purpose of claiming through the expense procedure. [REDACTED]

#### **8. Leave for holidays and other reasons**

- 8.1. In this paragraph we refer to holidays, meaning any absence from work for any [REDACTED]

8.2. Your entitlement to leave for holidays and all other [REDACTED] 28 [REDACTED]

8.3. The Company's holiday year runs from January 1 to December 31. Your entitlement to leave days is calculated on an annual basis. You may not take paid leave for a period greater than your accumulated entitlement calculated by [REDACTED]

8.4. [We ask you to agree the dates of your holidays at least 28 [REDACTED]  
[REDACTED].  
[REDACTED]  
[REDACTED].]

OR



## **9. Sickness or other absence and sick pay**

- 9.1. The regulations for statutory sick pay vary from time to time.  
[REDACTED]
  - 9.2. If you are unexpectedly absent from work for any reason you must inform us of the reason for your absence and likely duration  
[REDACTED]

If you are absent from work due to sickness or injury for more than [three] days (including weekends) you must provide us with [redacted].



OR

, 3 “ ” .



## **10. Work outside the United Kingdom**

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

## 11. Pension



## **12. Collective agreements**

### **13. Other business or employment**

- 13.2. You may not under any circumstances do ██████████  
██████████.  
██████████.
- 13.3. You may not do other work (even voluntary work), or engage in any other business ██████████  
██████████  
██████████.  
██████████.  
██████████.

## 14. No competition

- 14.1. The following restrictions apply whether intended ██████████  
██████████, ██████████  
██████████.
- 14.2. You agree that you will not within [three] years of termination of this contract directly or indirectly, advise, ████████, ██████████  
██████████  
██████████  
██████████  
██████████ [██████] ██████████  
██████████.
- 14.3. The restrictions imposed by the last previous ██████████  
██████████  
██████████.
- 14.4. You agree that you will not within [one] year of termination of your contract, ████████, ████████, ██████████  
██████████  
██████████  
██████████, ██████████.
- 14.5. You agree that you will not within [one] year of termination of your ████████  
██████, ██████████  
██████████  
██████████  
██████████.
- 14.6. If any provision of this paragraph shall be void in any jurisdiction ██████████  
██████████  
██████████.

14.7. You have carefully considered the provisions of this ██████████  
███████████ ██████████ ██████████.  
███████████ ██████████.

## 15. Processing your personal data

To satisfy our legal obligations, we process your personal data according ██████████  
███████████ ██████████ ██████████ ██████████ ██████████ ██████████  
2018 . ██████████ ██████████ , ██████████  
███████████ ██████████ .

## 16. Staff handbook and Company policies

- 16.1. You now acknowledge that you have been given a ██████████  
███████████ , ██████████ , ██████████  
███████████ :
  - 16.1.1 health and safety;
  - 16.1.2 equal opportunities and non-harassment;
  - 16.1.3 computers, email, Internet and communications;
  - 16.1.4 company vehicles;
  - 16.1.5 data protection.
- 16.2. Insofar as any of these policies imposes an expectation of behaviour  
on you as a ██████████ , ██████████ ██████████  
███████████ ██████████  
███████████ .
- 16.3. You may not smoke anywhere during working hours. Outside working  
hours, you may ██████████ ██████████ ██████████  
███████████ , ██████████  
███████████ .

## **17. Confidentiality**

- 17.4.1 use for yourself nor divulge nor disclose to any person ( [ ] )  
 [ ] [ ] / [ ] / [ ].
- 17.4.2 store, copy, or use the [ ] ;
- 17.4.3 remove from Company's premises or copy or allow anyone [ ]  
 [ ], [ ],  
 [ ].

17.5. This paragraph does not apply to disclosure:

- 17.5.1 of information that it is reasonably necessary to disclose [ ]  
 [ ]  
 [ ] ;
- 17.5.2 made with the consent of the proper [ ] ;
- 17.5.3 of information or knowledge which comes [ ]  
 [ ] ;
- 17.6. The provisions of this paragraph shall continue after termination of [ ]  
 [ ] [ 5 ] [ ] , [ ]  
 [ ].

## **18. New Intellectual Property**

- 18.1. So far as Intellectual Property is created [ ]  
 [ ]  
 [ ].
- 18.2. You now agree that you will:
- 18.2.1 do your utmost to ensure [ ]  
 [ ] ;

## **19. Bribery and other corrupt behaviour**

## **20. Disciplinary and grievance procedures**

20.1. The Company's disciplinary and grievance procedures are those set forth in the "Employee Handbook".

## **21. No termination until expiry of contract**



## **22. Procedure after termination**

22.1.4 produce a list of all passwords and [REDACTED]  
[REDACTED]  
[REDACTED].

22.2. If requested by the Company, you will

22.2.1 [REDACTED]  
[REDACTED],

22.2.2 [REDACTED], [REDACTED]  
[REDACTED]; [REDACTED]

22.3. [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

22.4. [REDACTED]  
[REDACTED], [REDACTED].

## 23. Summary termination

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] :

23.1. [REDACTED], [REDACTED]; [REDACTED]

23.2. physical violence; or

23.3. bullying or harassment; or

23.4. deliberate damage to property; or

23.5. serious insubordination; or

23.6. misuse of the Company's property or name; or

23.7. bringing the Company into disrepute; or

23.8. [REDACTED]  
[REDACTED] / [REDACTED]  
[REDACTED].

23.11. serious infringement of health and safety rules; or

### 23.12. breach of confidentiality; or

A decorative horizontal separator consisting of two rows of black squares. The top row has 25 squares, and the bottom row has 24 squares, creating a symmetrical pattern.

## **24. Reconstruction or Amalgamation**

— / — ,

## **25. Miscellaneous matters**

..... , .....

**Signed by** [personal name] on behalf of [Company name] as its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

**Signed by** [Employee name]

# Schedule: Data Protection Act 2018 Compliance

## 1. Definitions

"**Act**" means the Data Protection Act 2018.

"**EU Directive**" means Directive 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"**EU Regulation**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(a) the UK GDPR,

(b) the Act,

(c) regulations made under the Act

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended by Regulation (EU) 2018/1725 of the European Parliament and of the Council of 20 December 2018 on the harmonisation of certain rules relating to administrative simplification and the electronic delivery of documents in the field of taxation.

"**Personal Data**" means data relating to a living individual who can be identified from those data or from those data and other information in the possession of the controller.

"**Processor**" means a natural person, legal person, or other body which processes personal data on behalf of the controller.

## 2. Data Protection



### **3. Legal basis of processing your personal data**



#### **4. Change in the legal basis of processing**

- 4.1. [REDACTED]

4.2. [REDACTED]  
[REDACTED], [REDACTED].

4.3. [REDACTED], [REDACTED]  
[REDACTED] [REDACTED - [REDACTED]].

## **5. Disclosure and/ or sharing of your personal data**

- 5.1. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 5.2. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 5.3. [REDACTED]  
[REDACTED]  
.
- 5.4. [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 5.5. [REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

## **6. Your access request**

- 6.1. [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED] [REDACTED] [REDACTED]  
[REDACTED].
- 6.2. [REDACTED], [REDACTED]  
[REDACTED].

## **7. Removal of information**

## **8. Who handles your data**

## **Appendix 1 to Schedule**

### **Data Processing Activities**

#### **What we or you may process in each category**

##### **1. We shall process this basic personal data**

- 1.1. [REDACTED], [REDACTED], [REDACTED], [REDACTED].
- 1.2. all information you gave to us.
- 1.3. financial information processed through the banking system.
- 1.4. [REDACTED], [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].
- 1.5. information relevant to the performance of your contract.
- 1.6. [REDACTED], [REDACTED]  
[REDACTED]; [REDACTED], [REDACTED]  
[REDACTED]; [REDACTED]; [REDACTED]  
[REDACTED].
- 1.7. [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].
- 1.8. [REDACTED].

##### **2.**

- [REDACTED]  
[REDACTED]:
- 2.1. satisfy our obligations under this contract;
  - 2.2. [REDACTED];
  - 2.3. [REDACTED]  
[REDACTED].
- [REDACTED]  
[REDACTED].
- 2.4. [REDACTED] / [REDACTED] / [REDACTED] / [REDACTED] / [REDACTED].
  - 2.5. [REDACTED] ([REDACTED]  
[REDACTED]  
[REDACTED]).

##### **3. Post termination**

- 3.1. [REDACTED], [REDACTED]  
[REDACTED];
  - 3.1.1. [REDACTED]  
[REDACTED]  
[REDACTED].
  - 3.1.2. [REDACTED], [REDACTED], [REDACTED]  
[REDACTED].
- 3.2. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED];
  - 3.2.1. [REDACTED]  
[REDACTED];
  - 3.2.2. [REDACTED]  
[REDACTED]  
[REDACTED];
  - 3.2.3. [REDACTED]  
[REDACTED].

## Explanatory notes:

## **Fixed term employment contract**

## General notes



**SCHEDULE A2 : Tribunal jurisdictions to which section 207A of the Trade Union and Labour Relations (■ ■ ■ ■ ) ■ ■ ■ ■ 1992 (“ ■ ■ ■ ■ ”)**

Equal Pay Act 1970, S2 (■ ■ ■ ■ ■ ■ ■ ■ ■ ).

Sex Discrimination Act 1975, S63 (discrimination in [REDACTED]).

Race Relations Act 1976, S54 (discrimination in ).

## TULRA, S145B (inducements relating to ■ ■ ■ ■ ■ ■ ■ ■ )

## TULRA, S146 (detriment in relation to union membership and activities)

Employment Rights Act 1996, S48 (detriment ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ).

## Employment Rights Act 1996, S111 (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ).

## Employment Rights Act 1996, S163 (■ ■ ■ ■ ■ ■ ■ ■ ■ ).

National Minimum Wage Act 1998, S24 (detriment in relation to employment).  
The Employment Tribunal Extension of Jurisdiction (England and Wales) Order 1994 (SI 1994/1623) ( ).

OR

The Employment Tribunal Extension of Jurisdiction (Scotland) Order 1994 (SI 1994/1624) ( ).

Working Time Regulations 1998 (SI 1998/1833), R30 ( ).

Transnational Information and Consultation of Employees Regulations 1999 (SI 1999/3323) amended by the Employment Rights (Amendment) (EU Exit) Regulations 2019, ( ).

Employment Equality (Sexual Orientation) Regulations 2003 (SI 2003/1660), R28 ( ).

Employment Equality (Religion or Belief) Regulations 2003 (SI 2003/1661), R28 ( ).

European Public Limited-Liability Company Regulations 2004 (SI 2004/2326), ( ).

Information and Consultation of Employees Regulations 2004 (SI 2004/3426) amended by the European Public Limited- Liability Company (Amendment etc.) (EU Exit) 2018 , ( ).

Paragraph 8 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006 (SI 2006 / 349 ) ( ).

Employment Equality (Age) Regulations 2006 (SI 2006/1031), R36 ( ).

Cross-border Railway Services (Working Time) Regulations 2008 (SI 2008/1660), ( ).

4. Employers employing fewer than 20 people are no longer exempt from the bulk of the employment protection legislation. The provisions relating to grievance and disciplinary procedures and to requirements for a statement of terms , .

## **6. Recognition of our copyright in this document**

## **7. Document review service**

Please contact our support team at [support@netlawman.co.uk](mailto:support@netlawman.co.uk) for further information.

## Paragraph specific notes

Notes numbering refers to paragraph numbers.

## 1. Start and continuity

## **2. Job title and job description**

### **3. Place of work**

#### **4. Hours of work**

## 5. Training

<https://www.hse.gov.uk/toolbox/managing/providing.htm>

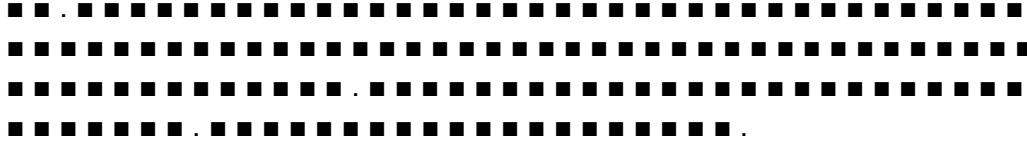
## 6. Salary

## **7. Expenses**

We have no comment.

## **8. Leave for holidays and other reasons**

Because there are statutory requirements, we have worded the document for compliance. If / when you edit this paragraph to provide more generous leave provision, beware of accidentally reducing any part intended to benefit the ■ ■



You may find more details at: <https://www.gov.uk/holiday-entitlement-rights>

## **9. Sickness and sick pay**

Edit to your requirement but take care



## **10. Work outside the UK**

Another provision to enable you to move the employee



## **11. Pension**



1. is aged between 22 and State Pension age
  2. earns more than £10,000 a year
  3. works in the UK

This is called ‘automatic enrolment’. To



<https://www.moneyadviceservice.org.uk/en/tools/workplace-pension-contribution-calculator>

<https://www.gov.uk/workplace-pensions/what-you-your-employer-and-the-government-pay>

## **12. Collective agreements**

Delete if not required

### **13. Other business or employment**

Edit to your exact requirement

## 14. No competition

Provisions against competition are contrary to national policy. To be effective they must not be unreasonable. Reasonableness depends on the circumstances. We cannot therefore say that the provisions inserted here are more than an example. But the longer you wish to tie up a former employee the more likely it is that a judge will tell [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED].  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

## 15. Processing your personal data

Self explanatory provision.

This paragraph deals with the obligations [REDACTED]  
[REDACTED].

You may need to add other data, [REDACTED], [REDACTED]  
[REDACTED].

We suggest leave this provision as is [REDACTED]  
[REDACTED].

## 16. Staff handbook and company policies

It is an excellent idea to have and maintain a comprehensive staff handbook as a bible of procedures and policies. These policies all relate to areas where you have statutory responsibilities. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

For you to comply with some of these policies you need co-operation from your staff. Indeed, co-operation in maintaining your health and safety policy is crucial. We have therefore incorporated compliance into this [REDACTED]  
[REDACTED].  
[REDACTED]  
[REDACTED].  
[REDACTED].

A staff handbook is a good place to keep them together and available. Your health and safety policy and guide may be so large as to merit its own separate book. Good practice is to hand a personal copy to each new [REDACTED]  
[REDACTED].  
[REDACTED], [REDACTED]  
[REDACTED].

2002 , .

## **17. Confidentiality**

## **18. New intellectual property**

## **19. Bribery and other corrupt behaviour**

## **20. Disciplinary and grievance procedures**

The law now favours a flexible approach. This is set out on the ACAS website.  
We think [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]

## **21. No termination until expiry**

We strongly advise no edit.

## **22. Procedure after termination**

Substantial deletion may be appropriate for some employees

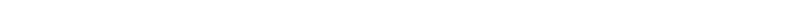
## 23. Summary termination

#### **24. Reconstruction or amalgamation**

This  .

## 25. Miscellaneous matters

A number of technically important



## Schedule

Paragraph

## 1. Definitions

## 2. Data protection

A 

### **3. Legal basis of processing**

#### **4. Change in the legal basis of processing**

## **5. Disclosure and/ or sharing of personal data**

You must say who gets to see or use your employee's [REDACTED]. [REDACTED]  
[REDACTED] " [REDACTED] ". [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

## **6. Access to personal data**

## **7. Removal of information**

## **8. Who handles your data**

## **Notes to the Appendix to the Schedule**

## End of notes