

UK-EMPcon13

Employment contract: management level employee

Contract of Employment

Dated: [date]

Name: [name]

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This contract is dated: [date]

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

Your employer’s address is: [company address]

You are: [employee name]

Your address is: [employee address]

The contract terms are:

1. Entire understanding

- 1.1. Except as noted below, this agreement contains the entire understanding between you and us and supersedes all previous agreements and arrangements (if any) relating to your employment. [redacted]

- 1.2. In agreeing 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] :
 - 1.2.1 your curriculum vitae / resume, sent to [redacted];

 - 1.2.2 certificates of education showing school and university qualifications and in particular that you have achieved a [master of arts] [redacted];

 - 1.2.3 your statement that you have qualified as a [trade or profession] [redacted].

2. Start and continuity

- 2.1. Your employment with the Company [starts / [redacted]] [redacted].

4. Place of work

4.1. Your normal place of work is our above address but we reserve the right to change 25

OR

4.2. You agree to work anywhere in the United Kingdom as the Company may require

4.3. If the Company requires you to work permanently at a place which necessitates a move from your present address the Company will reimburse you for all removal expenses directly and reasonably incurred as a result of the Company's requirement

OR

4.4. You will not be required to work outside the United Kingdom for any period longer than [one month] in any year. The

5. Hours of work

5.1. Your normal hours of work are 9.00 am to 5.30 pm Monday to Friday, excluding public holidays. However owing to the nature of your job your working time is

5.2. It is in the nature of your job that the task on hand may frequently be more important than the specific hours. Accordingly, you are required

5.3. 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 contract, you have opted out of that provision and the 48

- 5.4. If at any time there is no opting-out agreement in force under the Regulations (such as where you have terminated it by notice) you must not undertake other work which would result in your working more than an average of 48 hours per week and [REDACTED], [REDACTED] [REDACTED], [REDACTED] ([REDACTED] [REDACTED]).
- 5.5. You are required to comply with any time keeping or record keeping scheme introduced for [REDACTED] [REDACTED] [REDACTED] .

6. Salary

- 6.1. Your salary is £ [0000] per annum payable in equal monthly instalments [by credit transfer] on the 28th day of each month, [REDACTED] [REDACTED] 28th [REDACTED], [REDACTED] [REDACTED] .
- 6.2. We reserve the right to change the pay frequency, day and method of payment, at any time if we decide to do so. If we do this we will give [REDACTED] [REDACTED] .
- 6.3. You will receive no additional payment [REDACTED] [REDACTED] .
- 6.4. Your salary will be reviewed annually. We will tell you of any change. The Company shall not be [REDACTED] [REDACTED] [REDACTED] .
- 6.5. [The Company operates a bonus scheme in which you qualify for inclusion. [REDACTED] 1] .

OR

- 6.6. The Company may pay you a bonus from time to time at its discretion, [REDACTED] [REDACTED] .
- 6.7. The Company may at any time during your employment and after its termination deduct from your salary any money which you owe to the [REDACTED] [REDACTED] [REDACTED] .

9. Sickness or other absence

- 9.1. The regulations for statutory sick pay vary from time to time

- 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

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

- 9.4. Immediately on your return to work, you must complete a self-certification form stating the
 ,
 -

- 9.5. You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe
 (.)

 [.] ,
 ,

- 9.6. Provided you have complied with the general terms relating to sickness absence referred to above, you will

 [30]

12. Health insurance

12.1. The Company will pay the premiums on a

12.2. The Company reserves the right to

12.3. The Company is not itself liable

13. Company Car

13.1. The Company will provide a car for your business

13.2. You must comply with Company car

13.3. When your employment terminates, you agree to return
,

13.4. You agree to take good care

13.5. You agree that the final payment

OR

13.6. The Company will not provide you with a car. Instead the Company will
 pay you a monthly car allowance of £[n]

28.6. ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■■ [■■■■■■■■■■
■■ / ■■■■■■] ■■■■■■■■■■
■■■■■■■■■■

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 2: Data Protection Act 2018 Compliance

1. Definitions

.....
.....:

"Act" means the Data Protection Act 2018.

"Data Protection Legislation" means all or any of:

- (a) the GDPR,
- (b) the applied GDPR,
- (c) the Act,
- (d) regulations made under the Act

(.....) 2 (2) 1972

"the GDPR" (.....) 2016 / 679 27 2016 (.....).

"the applied GDPR" 3 2

"Law Enforcement Directive" (.....) 2016 / 680 27 2016, ..,

.....,

4. Change in the legal basis of processing

4.1.

4.2.

4.3. [..... -].

5. Disclosure and/ or sharing of your personal data

5.1.

5.2.

5.3.

5.4.

5.5.

.....

6. Salary

Necessary provisions. The last enables

7. Expenses

We have no comment.

8. Leave for holidays and other reasons

Holiday entitlement is governed by the Working Time Regulations 1998 and recent case law. The version provided in this contract is
.....,
..... 28

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

This paragraph covers the latest law which sets out rules of auto enrolment into a pension scheme.
.....
..... :

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.moneyadvice.service.gov.uk/en/tools/workplace-pension-contribution-calculator>

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

12. Health insurance

We have no comment.

13. Company car

We have no comment.

14. Processing your personal data

Self explanatory provision.

This paragraph deals with the obligations

You may need to add other data, ,

We suggest leave this provision as is 2

15. 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. ,

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

The Act allows a person or business to process [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]" [REDACTED]" ([REDACTED]" [REDACTED]" [REDACTED]"
[REDACTED]"). [REDACTED]:

- One or both of [REDACTED]
[REDACTED].
- Less commonly, some [REDACTED]
[REDACTED]
[REDACTED].

Where the data subject is an employee the most obvious basis of [REDACTED]
[REDACTED]" [REDACTED]". [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED].

You must make sure that when you ask specifically for [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED].

4. Change in the legal basis of processing

You [REDACTED]. [REDACTED].

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].

6. Access to personal data

The Act provides that a data subject has [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

7. Removal of information

You should [REDACTED]. [REDACTED]
[REDACTED].

8. Who handles your data

This paragraph sets
.....

In any case, you must
..... ,
.....

Notes to the Appendix to the Schedule

We have separated these provisions into an appendix
.....
..... ,
.....

The appendix is simply your ,
..... ,
.....

The purpose of
.....

We have given you
.....

Make ,
.....

The third numbered heading is unlikely to require edit.
.....
.....
..... -
.....

Basic UK law relating to limitation ,
..... ,
.....

End of notes