

UK-EMPcon16

## **Employment contract: construction industry**

**Dated:** [date]

**Name:** [name]

## Contents

1. Start and continuity
2. Trial period
3. Job title and job description
4. Place of work
5. Hours of work
6. Training
7. Salary
8. Expenses
9. Leave for holidays and other reasons
10. Sickness and sick pay
11. Work outside the UK
12. Pension
13. Collective agreements
14. Other business or employment
15. No competition
16. Processing your personal data
17. Staff handbook and company policies
18. Confidentiality
19. Bribery and other corrupt behaviour
20. Garden Leave
21. Disciplinary and grievance procedures
22. Notice of termination
23. Arrangements during notice period
24. Procedure after termination
25. Summary termination
26. Reconstruction or amalgamation
27. Miscellaneous matters

Schedule Data Protection Act 2018 Compliance







..... ( ..... ) .....  
.....

## 7. Salary

7.1. Your salary is £ [0000] per annum payable in equal monthly instalments [by credit transfer] on the 28th day of each month, .....  
..... 28th ..... , .....  
.....

7.2. If you are required to work additional time outside your normal hours, the ..... :

[Provisions].

7.3. You will receive a [commission]/[bonus] payment [monthly]/[.....]/[.....], ..... :

[set out calculation]

OR

7.4. The Company may pay you a bonus from time to time at its discretion ..... .

7.5. Your salary will be reviewed annually in the month of [month]. .....  
..... .

7.6. 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 .....  
.....  
..... .  
.....

## 8. Expenses

You have no authority to incur expenses.

OR

8.1. The Company will reimburse to you all reasonable expenses .....  
..... , .....  
.....

....., .....  
.....

- 8.2. [It is a serious offence to falsify any document or manufacture](#) .....

## 9. Leave for holidays and other reasons

- 9.1. In this paragraph we refer to holidays, .....
- 9.2. Your entitlement to leave .....  
..... 28 .....
- 9.3. The Company's holiday year runs from January 1 to December 31.  
Your entitlement to leave days is calculated .....  
.....
- 9.4. [\[We ask you to agree the dates of your holidays at least 28](#) .....  
.....
- 9.5. At a minimum, you must give us notice of twice as many days as ..... ( .....  
..... , .....  
..... )).
- 9.6. We may also give you similar ..... ( ..... ) .....
- 9.7. You can take your holidays ..... ( ..... )).
- 9.8. Holidays you take for religious reasons .....





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

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

10.5. You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate (.....)  
.....  
..... [ ..... / ..... ] .....  
....., ..... , .....  
..... , .....  
.....

10.6. **Provided you have complied with the general terms relating to sickness absence referred to above, you will** .....  
.....  
..... [ ..... ] .....  
.....  
.....

**OR**

10.7. **The Company does not make any** .....  
....., .....

10.8. Payments of sick pay include statutory sick pay and will be reduced by any state sickness .....  
.....  
....., 3 “.....” .....  
.....

10.9. In any case where you have a claim in law for compensation against a third party in respect of circumstances causing you .....  
.....  
.....





**16. Processing your personal data**

To satisfy our legal obligations, we process your personal data according to our Privacy Policy, dated 1st January 2018. For more information, please see our Privacy Policy.

**17. Staff handbook and Company policies**

17.1. You now acknowledge that you have been given a copy of the following policies, which are available on the company intranet:

- 17.1.1 health and safety;
- 17.1.2 equal opportunities and non-harassment;
- 17.1.3 computers, email, Internet and communications;
- 17.1.4 company vehicles;
- 17.1.5 data protection.

17.2. Insofar as any of these policies imposes an expectation of behaviour on you as a member of staff, you agree to comply with such expectations.

17.3. You may not smoke anywhere during working hours. Outside working hours, you may smoke in designated areas only. You agree to comply with these restrictions.

**18. Confidentiality**

This paragraph is very important to our [\[business / company / organisation\]](#). You should read it carefully, as it contains information that is confidential to our business. You should not disclose this information to any third party without our prior written consent.

18.1. In this paragraph, "Confidential information" [redacted]  
[redacted / redacted, redacted].  
redacted:

18.1.1 information about staff, redacted;  
redacted;

18.1.2 our businesses, methods redacted, redacted  
redacted, redacted, redacted;

18.1.3 information about suppliers agents distributors and customers.

18.2. You now promise that you will:

18.2.1 keep all records of Confidential Information only at redacted  
redacted (redacted  
redacted  
redacted);

18.2.2 use your best endeavours redacted, redacted  
redacted.

18.3. And you will not:

18.3.1 Use for yourself nor divulge nor disclose to any person (redacted  
redacted  
redacted [redacted / redacted /  
redacted]).

18.3.2 store, copy, or use the redacted  
redacted  
redacted;

18.3.3 Remove from Company's premises or copy or allow anyone redacted  
redacted, redacted  
redacted, redacted  
redacted.

18.4. This paragraph does not apply to disclosure:

18.4.1 of information that it is reasonably necessary to disclose redacted  
redacted  
redacted;

18.4.2 made with the consent of the proper redacted  
redacted  
redacted;





.....  
..

## 23. Arrangements during notice period

23.1. The Company expects you .....  
.....

23.2. We reserve ....., ..... :-

23.2.1 terminate your employment before the expiry of the notice period and .....  
.....  
..... ( .....  
..... );

23.2.2 require you .....  
..... ;

23.2.3 require you to remain .....  
..... .

## 24. Procedure after termination

24.1. However this agreement ....., ....., ..  
..... :

24.1.1 .....  
.....  
..... ; .....

24.1.2 .....  
.....  
..... ; .....

24.1.3 .....  
..... ; .....

24.1.4 .....  
.....  
..... .

24.2. If requested by the Company, you will:







.....  
.....

27.3. ....  
.....,  
.....  
.....

27.4. ....  
.....  
.....  
.....  
[ 72 ] ..... [ 24 ] .....  
.....

27.5. ....  
..... ( .....  
..... ) / 1999 / ..... ( ..... ) ( ..... )  
..... 2017 .....

27.6. ....,  
..... [ .....  
..... / ..... ], .....  
.....

.

**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]**































The statutory provisions ■■■■■■■■■■. ■■■■■■■■■■  
■■■■■■■■■■.

**23. Arrangements during notice period**

When an employee is under notice, the relationship suffers, ■■■■■■■■■■.  
■■■■■■■■■■. ■■■■■■■■■■  
■■■■■■■■■■.

**24. Procedure after termination**

Substantial deletion may be appropriate for some employees

Care should be taken in looking to future to consider what this employee  
might be doing in a matter ■■■■■■■■■■  
■■■■■■■■■■. ■■■■■■■■■■  
■■■■■■■■■■, ■■■■■■■■■■  
■■■■■■■■■■. ■■■■■■■■■■  
■■■■■■■■■■. ■■■■■■■■■■  
■■■■■■■■■■  
■■■.

**25. Summary termination**

At Net Lawman we hate lists in legal documents. ■■■■■■■■■■  
■■■, ■■■■■■■■■■ “■■■■■■■■■■■  
■■■■■”, ■■■■■■■■■■  
■■■■■■■■■■.

Despite this precise list, it is still essential to investigate in accordance with  
your disciplinary policy. It is important ■■■■■■■■■■  
■■■■■■■■■■. ■■■■■■■■■■  
■■■■■■■■■■. ■■■■■■■■■■  
■■■■■■■■■■, ■■■■■■■■■■  
■■■■■■■■■■  
■■■■■■■■■■.

**26. Reconstruction or amalgamation**

This ■■■■■■■■■■. ■■■■■■■■■■.

**27. Miscellaneous**





