## **Employment contract: with service occupancy provisions**

**Contract of Employment** 

Dated: [date]

Name: [name]

#### **Contents**

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- 2. Trial period
- 3. Job title and job description
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- 10. Sickness and sick pay
- 11. Work outside the UK
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- 17. Staff handbook and company policies
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- 21. Disciplinary and grievance procedures
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Schedule 1 Detailed job description and task list

Schedule 2 Data Protection Act 2018 Compliance

This contract is dated: [date] Your employer is: [company name] ("the Company" ■ ■ ■ " ■ ■  $\blacksquare \blacksquare / \blacksquare \blacksquare \blacksquare \blacksquare$ ") Your employer's address is: [company address] You are: [employee name] Your address is: [employee address] The contract terms are: Start and continuity 1. 1.1. 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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ................ ................ 1.1.1 **[**]; 1.1.2 certificates of education showing school and university qualifications and in particular that you have achieved a [final ---][--------]; your statement that you have qualified as a [trade or 1.1.3 profession] = = = = = = = = = [ = = = ]. 1.2. Your employment with the Company [starts / ■ ■ ■ ] ■ ■ ■ [ ■ ■ ■ 1. 1.3. [Previous employment with [name of employer] from [date] to [date] ---------

# 2. Trial period

2.1.	Your employment is subject to a trial period of [3] months. If at the end of that time we are satisfied with ••••••••••••••••••••••••••••••••••••		
2.2.	If during or at the end of your trial period we are dissatisfied with your work we may terminate your employment by [one] week's notice. If your employment by [one] week's notice.		
	••••		
2.3.	The Company reserves the right to extend the •••••••••••••••••••••••••••••••••••		
Job	title a	and job description	
3.1.	Your jo	bb title is [job title].	
3.2.		etailed job description is set out in Schedule 1 to this agreement er, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	3.2.1	deliver excellent customer service, at all times;	
	3.2.2	ensure that customers are treated with politeness and courtesy at all times,	
	3.2.3	maintain a high standard of personal presentation and hygiene appropriate to the <b>E E E E E E E E E E E E E E E</b> [ <b>E E E E E E E</b> ];	
	3.2.4	complete all required health and safety, and fire checks ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	3.2.5	Accept responsibility for compliance with HACCP rules by yourself and	
	3.2.6	accept responsibility for emergency evacuation of the premises;	
	3.2.7	serve food, take orders and	
	3.2.8	take money in payment in accordance	

3.2.9	fixtures and fittings used in storage,	
3.2.10	assist in cleaning and keeping clean all rooms used by ■ ■ ■	
2 2 11	collerage work on required:	
3.2.11	cellarage work as required;	
3.2.12	assist in clearing up the premises at the ••••••••••••••••••••••••••••••••••	
3.2.13	wear the [your name] uniform and name badge • • • • • • • • •	
3.2.14	work at all times in accordance with the •••••••••••••••••••••••••••••••••	
3.2.15	comply with all company policies and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
3.2.16	propose marketing initiatives at any time so as to maximise sales and •••••• [•••••••];	
3.2.17	deal at arm's length and without favour with ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
3.2.18	provide leadership, control, management and motivation to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;	
3.2.19	maintain accounts and comply with budgets;	
3.2.20	ensure that staff comply with all food hygiene and safety standards at all times • • • • • • • • • • • • • • • • • • •	
3.2.21	carry out other duties as is reasonable required.	
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		
Your duty is to perform your job to the best of your ••••••••••••••••••••••••••••••••••••		

3.3.

3.4.

### 4. Place of work

4.1.	You agree that the job contracted in this document can be done only on •••••••••••••••••••••••••••••••••••
4.2.	The premises at which you will live and work immediately are [name and address]. We reserve the right to change the accommodation and/or the
4.3.	The address of the accommodation necessarily provided to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
4.4.	Your occupation of the accommodation is a service occupancy provided free of charge and accordingly you have no right • • • • • • • • • • • • • • • • • • •
4.5.	You agree to work at any other place we reasonably require, including the premises of any customer, client or contractor $\blacksquare$
Hou	rs of work
5.1.	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
5.2.	Your normal hours of work are [hours] including not more than [number] days designated as public holidays. Specifically, in any year you •••••••••••••••••••••••••••••••••••
5.3.	You may be required to work additional time not exceeding 8 hours a week where the needs of the business require this. It • • • • • • • • • • • • • • • • • •
5.4.	You are entitled to an [unpaid] lunch break of one hour at a time to be agreed between you and the Company.

5.5.	You are entitled to the following [unpaid] breaks in each shift of work: [describe break times precisely]. It
5.6.	If at any time it happens that you are alone and require a comfort break, you will secure the ••••••••••••••••••••••••••••••••••
You s	hould include one of the two following alternatives
5.7.	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   48 48 48 48 48 48 48 48 48 48 48 48 48 4
OR	
5.8.	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 • • • • • • • • • • • • • • • • • •
AND	
5.9.	You will be required to comply with any time keeping or record keeping scheme introduced for    I I I I I I I I I I I I I I I I I I
Trai	ning
6.1.	We provide training for employees at [our head office / • • • • • • • • • • • • • • • • • •
6.2.	You must complete the training to the level required by [Employer name]. It

## 7. Salary

7.1.	Your salary is £ [0000] per annum payable in equal monthly $\blacksquare \blacksquare \blacksquare$
7.2.	If you are required to work
	[Provisions].
7.3.	Your job does not carry a fixed salary. You will be paid based on actual hours worked as recorded [state • • • • • • • ] • • • • • • • • • • •
7.4.	You will receive a [commission]/[ = = = ] = = = [ = = = ]/[ = = = ]/[ = = = ].
	[set out calculation]
7.5.	Your salary will be reviewed annually • • • • • • • • • • • • • • • • [
7.6.	We reserve the right in our absolute discretion to deduct from your pay (e.g. salary,
Exp	enses
8.1.	You have no authority to incur expenses.
OR	
8.2.	The Company will reimburse to you all reasonable expenses   , , , , , , , , , , , , , , , , , ,
	<b>.</b>

8.3.	It is a serious offence to falsify any document or manufacture
Lea	ve for holidays and other reasons
9.1.	In this paragraph we refer to holidays,
9.2.	Your entitlement to leave • • • • • • • • • • • • • • • • • • •
9.3.	The Company's holiday year runs from January 1 to December 31.  Your entitlement to leave days is calculated   I I I I I I I I I I I I I I I I I I
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
9.9.	A day's holiday pay for <b>— — — — — — — — — — — — — — — — — — —</b>

	9.10.	You may not carry holiday forward from one
	OR	
	9.11.	You will be entitled to carry •••••••••••••••••••••••••••••••••••
	9.12.	If either of us terminates your employment by notice, then any holiday entitlement which will have accrued at the date
	9.13.	During the first three months of employment, we request that you do not
10.	Sick	ness or other absence and sick pay
10.		The regulations for statutory sick pay vary from time to
10.	10.1.	• •

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

11.	Work outside the United Kingdom		
		vill not be required to work outside the United Kingdom for	
12.	Pen	sion	
	12.1.	We shall • • • • • • • • • • • • • • • • • •	
	12.2.	Contributions to the scheme are made by you and by us. ••••, ••• ••••••, ••••••, ••••••, [••••] %.	
13.	Coll	ective agreements	
		Company has made an agreement with [union]    I I I I I I I I I I I I I I I I I I	
14.	Oth	er business or employment	
	14.1.	You must devote the whole of your  , , , , , , , , , , , , , , , , , , ,	
	14.2.	You may not under any circumstances do	
	14.3.	You may not do other work (even voluntary work), or engage in any other business	

## 15. No competition

15.1.	The following restrictions apply whether intended		
	••••••		
15.2.	You agree that you will not within [three] years of termination of this contract directly or indirectly, advise,		
15.3.	The restrictions imposed by the last previous		
	••••••		
15.4.	You agree that you will not within [one] year of termination of your contract, ••••, ••••, •••••		
15.5.	You agree that you will not within [one] year of termination of your		
	contract,		
15.6.	If any provision of this paragraph shall be void in any jurisdiction ■ ■ ■		
15.7.	You have carefully considered the provisions of this		
Prod	cessing your personal data		
To sat	To satisfy our legal obligations, we process your personal data according ■ ■		

# 17. Staff handbook and Company policies

17.1.	You now acknowledge that you have been given a
	health and safety;
	equal opportunities and non-harassment;
	computers, email, Internet and communications;
	company vehicles;
	data protection.
17.2.	Insofar as any of these policies imposes an expectation of behaviour on you as a
17.3.	You may not smoke anywhere during working hours. Outside working hours, you may
Con	fidentiality
•	paragraph is very important to our [business / company / organisation]. hould read it
18.1.	In this paragraph, "Confidential information" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	18.1.1 information about staff, •••••••••••••••••••••••••••••••••••
	18.1.2 our businesses, methods • • • • • • • • • • • • • • • • • • •

	18.1.3	information about suppliers agents distributors and customers;
	18.1.4	information about the Intellectual
18.2.		ctual Property" means "Intellectual Property ■ ■ ■ ■ ■ ■ ■ ■ ■
	■■■.	:
	18.2.1	Intellectual property • • • • • • • • • • • • • • • • • • •
	18.2.2	patents, trademarks, unregistered marks, designs, copyrights,
18.3.	You no	w promise that you will:
	18.3.1	keep all records of Confidential Information only at $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
		= = );
	18.3.2	use your best endeavours
18.4.	And yo	u will not:
	18.4.1	use for yourself nor divulge nor disclose to any person ( $\blacksquare$ $\blacksquare$
	18.4.2	store, copy, or use the
	18.4.3	remove from Company's premises or copy or allow anyone ■ ■
18.5.	This pa	ragraph does not apply to disclosure:
	18.5.1	of information that it is reasonably necessary to disclose ■ ■ ■

		18.5.2 made with the consent of the proper
		;
		18.5.3 of information or knowledge which comes ■ ■ ■ ■ ■ ■ ■ ■
	18.6.	The provisions of this paragraph shall continue after termination of
19.	New	Intellectual Property
	19.1.	So far as Intellectual Property is created
	19.2.	You now agree that you will:
		19.2.1 do your utmost to ensure
		19.2.2 tell the Company • • • • • • • • • • • • • • • • • • •
		19.2.3 provide to the Company whatever full specification description
		;
	19.3.	To make this effective you now undertake to do whatever the Company
	19.4.	The provisions of this paragraph shall continue indefinitely

# 20. Bribery and other corrupt behaviour

21.

20.1.	The Company has a strict anti-bribery and corruption policy in line with the Bribery Act ( 2010 ).
20.2.	If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Company, or to obtain or retain
Disc	ciplinary and grievance procedures
21.1.	The Company's disciplinary and grievance procedures are those set
21.2.	The formal grievance procedure need not be your first step in bringing to our attention a work related problem. We encourage
21.3.	The law gives you both rights and obligations in respect of these procedures. You now agree to

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

<b>22</b> .	Notice of termination of employe	ment
	This is the period	• • • • • • • • • • • • • • • • • • • •
	22.1. During your <b>= = = = = =</b> :	
	22.2. During your first weeks employment:	none
	22.3. After four week's employment:	one week
	22.4.	
		• • • 12 • • •
		,
23.	Arrangements during notice per	riod
	23.1.	
		1.

23.2.2	 			 		
	 	<b>=</b> ;				
23.2.3	 			 		
	 ••••		• • • • •	 	■ .	

23.2.

■ :-

24.	Pro	cedure after termination
	24.1.	,,,,,
		24.1.1
		24.1.2
		24.1.3
		24.1.4
	24.2.	
		24.2.1
	04.0	24.2.2
	24.3.	
	24.4.	
25.	Sun	nmary termination

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	25.1.
	25.2. physical violence; or
	25.3. bullying or harassment; or
	25.4. deliberate damage to property; or
	25.5. serious insubordination; or
	25.6. misuse of the Company's property or name; or
	25.7. bringing the Company into disrepute; or
	25.8.
	25.9.
	25.10.
	25.11. serious infringement of health and safety rules; or
	25.12. breach of confidentiality; or
	25.13.
	25.14.
	25.15.
	<del></del> -
26.	Reconstruction or Amalgamation

#### 27. Miscellaneous matters

27.1.

27.2.

27.3.

[72]

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]

# Schedule 1: Detailed job description and task list

# **Schedule 2: Data Protection Act 2018 Compliance**

"	••••••
■ ■ 2018 . 	
	(-) 4b - 14K ODDD
	(a) the UK GDPR,
	(b) the Act,
_	(c) regulations made under the Act
"	<b></b> 2016 / 67
	<b>20 20 20</b>
	<b></b> ( <b></b> ) <b></b> 201
" = = = = = = ", " =	", " ", "
" "	

Z. Data i lotection	2.	Data	<b>Prote</b>	ction
---------------------	----	------	--------------	-------

2.1.

2.2.

2.3.

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

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

3.1.

3.2.

#### 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.	Your access request

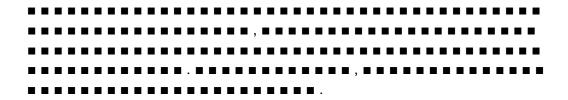
## 6

6.1.	,

6.2.

6.3.	,		
	·		
			, .
	,		
		,	

#### 7. Removal of information



## 8. Who handles your data

8.1.	



## **Appendix 1 to Schedule**

### **Data Processing Activities**

What we or you may process in each category

2.1. satisfy our obligations under this contract;  2.2. ;  2.3. ;  2.4.	1.	We s	hall process this basic personal data
1.3. financial information processed through the banking system.  1.4		1.1.	,,,
1.4		1.2.	all information you gave to us.
1.5. information relevant to the performance of your contract.  1.6.  1.7.  1.8. [  2.1. satisfy our obligations under this contract;  2.2.  2.3.  2.4.  2.5.		1.3.	financial information processed through the banking system.
1.5. information relevant to the performance of your contract.  1.6		1.4.	
1.7.  1.8. [  2.1. satisfy our obligations under this contract;  2.2.  2.3.  2.4.  2.5.		1.5.	
1.7.  1.8. [  2.1. satisfy our obligations under this contract;  2.2.  2.3.  2.4.  2.5.		1.6.	
1.8. [			
2.1. satisfy our obligations under this contract; 2.2		1.7.	
2.1. satisfy our obligations under this contract;  2.2. ;  2.3. ;  2.4.		1.8.	[]
2.1. satisfy our obligations under this contract;  2.2.	2.		
2.2. ; 2.3			
<ul> <li>2.3.</li> <li>2.4.</li> <li>2.5.</li> </ul>		2.1.	satisfy our obligations under this contract;
2.4.		2.2.	;
2.4.		2.3.	
2.5.			
		2.4.	//.
		2.5.	, t

1.		
		****
	3.1.2.	
2.		
	3.2.1.	
	3.2.2.	•••••;
	0.2.2.	;
	3.2.3.	

# **Explanatory notes:**

Employment contract: with service occupancy provisions

## **General notes**

1.	The following materials contain the main legal sources to which you    I I I I I I I I I I I I I I I I I I
2.	For ACAS information: <a href="https://www.acas.org.uk/advice">https://www.acas.org.uk/advice</a>
	Employment Act 2008: <a href="http://www.legislation.gov.uk/ukpga/2008/24/contents">http://www.legislation.gov.uk/ukpga/2008/24/contents</a>
3.	UK employment law is contained largely in the Employment Act 2008. An employment tribunal award will be increased, sometimes substantially. If you have failed to comply with the codes
	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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Race Relations Act 1976, S54 (discrimination in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .).
	TULRA, S145A (inducements relating to union ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .).
	TULRA, S145B (inducements relating to ■ ■ ■ ■ ■ ■ ■ ■ )
	TULRA, S146 (detriment in relation to union membership and activities)  Paragraph 156 of Schedule A1 to this Act (  ACT (
	Disability Discrimination Act 1995, S17A (discrimination in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Employment Rights Act 1996, S23 (unauthorised ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ).
	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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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) amended by the European Public Limited- Liability Company (Amendment etc.) (EU ■ ■ ■ ■ ) ■ ■ ■ 2018, ■ ■ ■ ( ■ ■ ■ ■ ■ ■ ■ ■ ■ ).
Information and Consultation of Employees Regulations 2004 (SI 2004/3426), R33 ( ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ).
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), ■ ■ ■ ■ ( ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ).
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

5.	The requirement set out in the Employment Act 2002, for provision of written terms, including detailed grievance and disciplinary procedures, is satisfied by a letter or a contract provided before the employment commences, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.	Recognition of our copyright in this document
	We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net
	Once you have edited the document for final use, you may remove the ■ ■
7.	Document review service
	If you would like our legal team to check your edited version, we
	Please contact our support team at <a href="mailto:support@netlawman.co.uk">support@netlawman.co.uk</a> for further information.
Para	agraph specific notes
Notes	following the numbered paragraphs

#### 1. **Start and continuity**

It may be necessary to calculate the period of employment for any of several reasons. By stating it clearly,

#### 2. **Trial period**

A trial period has been provided. References to this may be deleted if not required. An employee has the same right during a trial period as at any other time. However, dissatisfaction such that the employment is terminated at \_\_\_\_\_\_. 

#### 3. Job title and job description

	A job title is not strictly required; a job description is. If the description is short, it can be stated in the contract. If it is contained in another document, then that document must be identified and have been available to the employee before this contract is signed. Here we have provided for the details to be
	We have provided here a long menu to give you ideas of what could be included. You may decide to abbreviate this section to a small number of general items and put all detail into the job description or you may extend this
	The provision for change at 3.3 is important. If it is not included in the contract, then any attempt by you to change the place
4.	Place of work
	The main purpose of this paragraph is to give the employer the right to move the employee either to different ••••••••••••••••••••••••••••••••••••
5.	Hours of work
	We have allowed for total flexibility here because the hospitality industry requires both flexibility and work outside normal office
	Compliance with the Working Time Regulations is important. As drawn, it takes advantage of the voluntary opt out provision - but that does ■ ■ ■ ■ ■
	••••••
6.	Training
	This is an optional paragraph. $\blacksquare \blacksquare \blacksquare$
	However, please note that if employee training is a legal requirement in your industry then you should keep it. In that case, the law ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

Mandatory training is required by law for health and safety purpose in the
<b></b> :
https://www.hse.gov.uk/toolbox/managing/providing.htm
Salary
It is necessary as a matter of law to specify exactly what ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
The last sub paragraph enables   .
Expenses
We have no comment
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: <a href="https://www.gov.uk/holiday-entitlement-rights">https://www.gov.uk/holiday-entitlement-rights</a>
Sickness and sick pay
Edit to your requirement but take care
Work outside the UK
Another provision to enable you to move the employee • • • • • • • • • • • • • • • • • •
Pension

7.

8.

9.

10.

11.

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 $\blacksquare$
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
Collective agreements
Delete if not required
Other business or employment
Edit to your exact requirement
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 her 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
Processing your personal data
Self explanatory provision.
This paragraph deals with the obligations

13.

14.

15.

	You may need to add other data,
	We suggest leave this provision as is <b>E E E E E E E E E E E E 2 E E E E E E E E E E</b>
17.	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
	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
18.	Confidentiality
	Because this provision is so important to most organisations, your employees must be left in no doubt as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	•••••
19.	New intellectual property
	This an area which may be irrelevant or may be essential immediately. In most businesses, you never know what an employee will discover - personally or through another

20.	Bribery and other corrupt behaviour
	Since the Bribery Act 2010, it is good practice to make clear to employees that any contravention is a breach of contract • • • • • • • • • • • • • • • • • • •
21.	Disciplinary and grievance procedures
	Net Lawman has provided a very elegant, step-by-step approach to these ■ ■
00	Notice of termination
22.	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
25.	
	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
27.	This  Miscellaneous matters
21.	A number of technically important
	Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •
Sche	dule 1
	Attach a sheet which comprises the detailed job description. You ■ ■ ■ ■ ■
	••••••
Sche	dule 2
Parag	graph
1.	Definitions
	Basic = = = = = = = = = = = = = . = = = = =
2.	Data protection
	A • • • • • • • • • • • • • • • • • • •
3.	Legal basis of processing

	The Act allows a person or business to process • • • • • • • • • • • • • • • • • •
	• One or both of
	• Less commonly, some
	Where the data subject is an employee the most obvious basis • • • • • • • • • • • • • • • • • •
	You must make sure that when you ask specifically for • • • • • • • • • • • • • • • • • • •
4.	Change in the legal basis of processing
	You = = = = = = . = = = = = .
<ul><li>4.</li><li>5.</li></ul>	You = = = = = = = = = = = = = = = = = = =
	You = = = = = = . = = = = = .
	You BEREAL BEREA
	You BEREAL BEREA
5.	You Bell and or sharing of personal data  You must say who gets to see or use your employee's Bell and
5.	You Disclosure and/ or sharing of personal data  You must say who gets to see or use your employee's
5.	You must say who gets to see or use your employee's

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**