

UK-EMPcon18

Employment contract: with service occupancy provisions

Contract of Employment

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. New intellectual property
 20. Bribery and other corrupt behaviour
 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 1 Detailed job description and task list
- Schedule 2 Data Protection Act 2018 Compliance

3.2.9 assist in cleaning and keeping clean all rooms, furniture, fixtures and fittings used in storage, ■■■■ , ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ .

3.2.10 assist in cleaning and keeping clean all rooms used by ■■■■ ■■■■■■■■■■ ■■■■■■■■■■ .

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.

3.3. 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 ■■■■■■■■■■ . ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ .

3.4. Your duty is to perform your job to the best of your ■■■■■■■■■■ ■■■■■■■■■■ .

- 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 should 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 .

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 .

6. Training

- 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 () .

8.3. 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
.
.

9.9. A day's holiday pay for
1 / 260th
.

9.10. You may not carry holiday forward from one [REDACTED]
[REDACTED]
[REDACTED].

OR

9.11. You will be entitled to carry [REDACTED] [REDACTED]
[REDACTED].

9.12. If either of us terminates your employment by notice, then any holiday entitlement which will have accrued at the date [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

9.13. During the first three months of employment, we request that you do not [REDACTED], [REDACTED].
[REDACTED]
[REDACTED]
[REDACTED].

10. Sickness or other absence and sick pay

10.1. The regulations for statutory sick pay vary from time to time to [REDACTED]. [REDACTED]
[REDACTED]
[REDACTED].

10.2. If you are unexpectedly absent from work for any reason you must inform us of the reason for your absence and likely duration [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED].

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

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

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
.....
.....
..... . [.....
.....]

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

Mandatory training is required by law for health and safety purpose in the .
:
:

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

7. Salary

It is necessary as a matter of law to specify exactly what .
.

The last sub paragraph enables .
.

8. Expenses

We have no comment

9. 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>

10. Sickness and sick pay

Edit to your requirement but take care .
.

11. Work outside the UK

Another provision to enable you to move the employee .
.

12. Pension

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 [REDACTED]
[REDACTED] " [REDACTED] ". [REDACTED]
[REDACTED]
[REDACTED] . [REDACTED]
[REDACTED] .

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

7. Removal of information

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

