

**Sample Pro forma contract of employment**

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**Important information:**

As every company is different, please seek professional advice when creating your contract of employment. Your business may face circumstances and issues that are not covered by this sample pro forma.

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Dear [Employee’s name]

**Pro forma CONTRACT OF EMPLOYMENT**

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| 1. **Employer:** | [Your business name] |

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| 1. **Date employment started:** | [Commencement date] |

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| 1. **Notice period:** | [Eg One week during the first three months of probation, thereafter one month. Notice must be given in writing.] |

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| 1. **Probationary period:** | [Eg The first (normally three) months of your employment are probationary.  Your employment may be terminated with one week’s notice, given in writing, during your probation. Your performance and suitability will be reviewed and the business reserves the right to extend your probation if necessary.] |

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| 1. **Notice period after probation:** | [Eg One week for each full year of employment, with a minimum of one month and maximum of 12 weeks (the statutory minimum).  The business reserves the right to pay salary in lieu of notice. Nothing in these terms and conditions of employment shall prevent the business from terminating your employment without notice or salary in lieu of notice in appropriate circumstances.] |

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| 1. **Job title:** | [State job title]  Your duties are as outlined in your job description. |

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| 1. **Place of work:** | [State place.  Consider including a mobility clause if you wish to reserve the right to ask the employee to work from other locations (eg other business premises, from home or another location, with reasonable notice, if the business relocates).] |

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| 1. **Salary:** | [Enter salary/wages and payment terms (eg monthly in arrears into the employee’s bank account by the last day of the month). State when salaries are reviewed. Also detail any bonuses / commissions /overtime arrangements.] |

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| 1. **Hours of work:** | [State usual hours per week, including lunch breaks. Detail normal hours of work (eg 9am to 5.30pm Monday to Friday). If it might be necessary to work outside these hours, make this clear.] |

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| 1. **Paid holiday:** | [Eg 5.6 weeks per annum (the statutory minimum for full time employees, which can include Bank and public holidays). Include details of any additional holiday entitlement earned for continued service.  If the employee is to work part time, explain how this affects their holiday entitlement. Eg leave is worked out on a pro rata basis and that part days owed will be rounded up to the nearest half day.  If there are restrictions about maximum number of weeks that can be taken at any one time (eg two), explain this. Also explain when exceptional requests will be considered by you and detail any other special arrangements regarding holidays.  Explain under what circumstances the employee can take paid (eg on compassionate grounds) and unpaid (eg sabbatical) leave.]  Entitlement to leave starts accruing from the first day of employment at a rate of one-twelfth per month, rounded up to the nearest half day. |

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| 1. **Sick pay:** | [How much do you pay, when and what responsibilities does the employee have regarding providing a doctor’s note, etc?] |

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| 1. **Maternity / paternity / adoption / family leave and pay:** | Entitlements to leave and pay are set out in the [insert the relevant details here. For example, the company staff handbook]. It details the qualifying conditions for such leave and pay and the manner in which it may be taken. |

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| 1. **Pension:** | [Detail any pension arrangements] |

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| 1. **Confidentiality** | [Eg You must not disclose to any unauthorised person either during or after your employment, any confidential information, etc.  On termination of employment you must return any files or documents in hard copy or electronic form or other tangible items relating to the business, etc.] |

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| 1. **Copyright:** | [Eg Thecopyright of any communication, document, or other material (‘works’) that you prepare during your employment shall belong to the business.  You irrevocably and unconditionally waive for the full period for which such rights may subsist all and any moral rights existing now or subsequently arising in respect of such works and declare that this waiver shall operate in favour of the company and its assigns and successors in title.] |

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| 1. **Restrictive covenants:** | [Eg While employed by this business and for six months after the termination of your employment, you shall not seek to:   1. Canvass or solicit business, orders or custom for any products or services provided by this business from any customer, supplier or sponsor. 2. Solicit or entice away any member of our staff or freelances.] |

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| 1. **Outside interests:** | [Eg During work hours, we expect you to devote your full attention to your tasks and duties. It is therefore our policy that full-time employees do not have secondary jobs (including freelance work) without our written consent, which will not be unreasonably withheld.  You must also declare and update as circumstances change, any direct or indirect interests you, or someone close to you, may have in any other company or organisation that is in any way connected to or a competitor to this business. The interest must be declared on the register of outside interests, a copy of which you confirm that you completed when you accepted the job offer.] |

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| **17. Health and safety:** | [Eg This business will take every reasonable step to ensure your safety. You have a legal duty to take reasonable care of your own health and safety as well as that of others affected by your acts or omissions. You must fully observe our Health & Safety policy at all times.] |

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| **18. Grievance procedure:** | [Eg If you wish to seek redress for any grievance in connection with your employment, please refer to our grievance procedure, which is contained in our staff handbook.] |

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| **19. Disciplinary procedure:** | [Eg Details of our disciplinary procedure can also be found in our staff handbook.] |

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| **20. Company policies:** | [Eg You must read and observe all our company policies, rules and procedures set out in the staff handbook and associated documents.] |

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| **21. Data protection:** | [Eg For the purposes of administration, such as payroll, it is necessary for the company to hold certain personal data about employees.  Any data the company holds about you will only be held for so long as you work for the company, or the company is required to do so in order to comply with the law or answer questions relating to you as an employee.  The company takes every care to ensure this personal data is held securely and confidence. You have the right to inspect the data held about you and, if necessary, update that data. Normally you will be able to inspect your file within [insert number] working days of your request.  If your personal information changes at any time, you should inform [insert name/job title of person] as soon as possible to ensure that the information remains accurate.] |

**We reserve the right to make reasonable changes to your terms and conditions of employment and will notify you in writing of such changes and their effective date at the earliest opportunity. Such changes will be deemed to be accepted unless you notify us of any objection in writing before the commencement of the effective date.**

**If you are in agreement with the terms of this contract, please sign and date your acceptance below.**

**Yours sincerely**

[Your signature]

I have read, understood and accept the above contract of employment.

Signed:………………………………………………. Date:………………………………………

Employee’s name