Type company name here to auto-populate document

# [Company]

[Company]
Company Address
Telephone No: XXXXXXXXX

Email: xxxx@xxxx

Date: xx/xx/xxxx

##### CONFIDENTIAL

«Name»
«Address1»
«Address2»
«Town» «Postcode»

Dear «Name»

### PRINCIPAL STATEMENT OF TERMS AND CONDITIONS - ZERO HOURS EMPLOYEE

I am pleased to confirm your appointment as «title of post» with [Company]. This document outlines the Terms and Conditions which apply to your contract and other information which is relevant to your employment. For all contractual terms you will be considered to have the full employment rights as an **employee** of the Company as determined by extant UK employment law.

The commencement date of this contract is «xx/xx/xxxx».

The company has no obligation to offer you work at any time, and you are not entitled to a minimum number of hours of work per day, week or year; you are not required to accept any work offered. If the company does offer you work and you accept it, you are required to complete it to the company’s satisfaction. Where the Company offers work to you, it does not give rise to a presumption that it will offer you any further work.

Where possible a minimum of five days prior to the commencement of a work assignment, [Company] will contact you to offer the work, explain what is required and the date on which the work is due to start and end. You should confirm your availability as soon as possible before the start date to the manager who notified you of the work. Failure to notify the Company timeously may result in the offer being withdrawn and offered elsewhere.

Your date of commencement of continuous service with [Company] or its subsidiaries is «xx/xx/xxxx – usually the date of commencement unless the individual has previous continuous service immediately prior to this contract». However when you have any period of 1 continuous week where you do not undertake any work for the Company, this will be counted as a break in employment and your date of continuous service will be re-set to the date of your next day of work.

Your length of continuous service will determine your entitlement to certain statutory rights including: maternity / paternity / adoption entitlements and redundancy pay.

Your base will be «base address, however you may also be required to work in base2 address on a regular basis / from time to time». The Company reserves the right, with appropriate consultation with you, to change your base should the needs of the Company require this.

Your expected working pattern will be «pattern - such as between 0900 and 1200 or evenings only etc – give as much detail here as possible». However, the Company cannot guarantee a set working pattern and may require you to vary this pattern should the needs of the business require this. This might include variable numbers of hours or different days in any week where work is offered.

When you work for more than 6 hours continuously you will be entitled to a 20 minute unpaid break during this period. You also have the right to 11 hours rest between working days and an uninterrupted 24 hours without any work each week.

You will be paid at the rate of «£» per «hour»; this will be reviewed annually.

If the Company makes an payment to you to which you are not entitled, or is more than that to which you are entitled, you agree to allow the Company to recover the amount by deductions from your salary or other payments due to you. Any deductions will normally be made over the same period that any overpayment was made. It is in your interests to regularly check your pay slips. Furthermore, you agree that on leaving the Company, if you owe the Company money or have overtaken your annual leave entitlement the Company may deduct the value of this from your final payment.

You will be paid «weekly / fortnightly / monthly» on «description of pay date – e.g. last working day of the month» in arrears to a bank account of your choice.

Other benefits provided by the Company which you are entitled to include:

«list any other benefits provided by the Company which the employee is entitled to e.g.

Bonus / incentive scheme

Health insurance

Cycle to work scheme

Subsidised canteen

etc.

»

The [Company] leave year runs from the 1st January to the 31st of December. You are entitled to «number of leave days – needs to be a minimum of 28 days for someone working a 5 day week and pro rata for part-timers» inclusive of statutory holidays. Payment for holidays is made on the normal pay date as described above unless otherwise authorised by the Company. Your holiday pay will be calculated using the previous 52 weeks (12 weeks until change in April 2020) (or if you have worked for us for less than that, the number of weeks you have been employed) as a reference period.

The Company will allow you paid leave at the statutory rate in the following circumstances:

Female employees are entitled to maternity leave and pay when pregnant. If you have sufficient service and earnings you will be eligible for statutory maternity pay for 39 weeks. Parallel arrangements are available for employees expecting to adopt.

Statutory paternity leave and pay is available to fathers / partners for a maximum of two weeks’ leave following the birth of a child. To qualify you must have worked for the company for at least 26 weeks by the end of the 15th week before the baby is expected.

You may be also be entitled to shared parental leave and pay which is designed to give parents / adopters more flexibility in how to share the care of their child in the first year following birth or adoption.

Should you suffer the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy, if you have 26 weeks' continuous service, you will be entitled to two weeks paid leave at the statutory rate.

Further details of these schemes can be found in «the staff handbook / Company intranet / Company Policy Document available from your manager etc.».

You are obliged to give the Company «notice – usually 1,4 or 8» weeks notice to terminate this contract. The Company is obliged to give you the statutory minimum amount of notice before terminating your contract.

This post is subject to the completion of a «number of month’s probation – usually 3 or 6» month probationary period. At the end of this period if your performance is of a satisfactory standard your appointment will be confirmed. During this period, one weeks notice may be given by either party to terminate this contract.

You may be automatically enrolled into the Company Pension Scheme depending on your level of earnings; however you may also choose to opt out of this. Full details, including the level of Company contribution, can be found in «the staff handbook / Company intranet / Company Pension Document available from your manager etc.»). Should you decide to take out a Personal Pension Plan then this is a private matter between yourself and the financial institution concerned, the Company will not contribute to such a scheme.

You are expected to comply with the [Company] dress code, your line manager will explain the details of this, and provide you with any relevant Company policy on this.

Should the need for disciplinary action be deemed necessary, this will be taken in accordance with the Company policy and procedure on disciplinary action. You have a right of appeal against this as outlined in the procedure. Further details are available in «the staff handbook / Company intranet / Company Policy Document available from your manager etc.».

If you have a grievance in relation to your employment, then you should follow the procedure outlined in the Company policy and procedure on Grievances. You should initially discuss any grievance with your immediate superior. Further details are available in «the staff handbook / Company intranet / Company Policy Document available from your manager etc.».

You are required to report any sickness absence as soon as is practicably possible to your immediate superior and provide certification of sickness in line with Company policy.

Smoking in [Company] premises is prohibited (except in those external areas specifically designated for that purpose). Breach of this regulation may result in disciplinary action being taken.

During the course of your employment you may find yourself in possession of confidential, sensitive or personal information either in relation to the company, it’s customers or employees. It is a condition of your employment and a requirement of the General Data Protection Regulation that you have a duty of confidentiality and a requirement to safeguard such information. You must not discuss or make available any such information whatsoever to any outside individual or organisation including the media. Any breach of this requirement will be considered as serious misconduct and could lead to disciplinary action including dismissal.

The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances, you will be subject to formal investigation under the Company’s disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

It is a condition of your employment that the company is satisfied on your medical fitness to carry out your duties. Should it be deemed necessary during the course of your employment, you may be asked to request a medical report from your doctor, or attend for a medical examination from an external Occupational Health Service. This will be for the purposes of assessing your physical or mental fitness to undertake your job and to advise on any reasonable adjustments necessary to support you should that be necessary.

If your employment with the Company is dependent upon the possession of particular qualifications or registration with a statutory Body or other Authority; evidence of this must be produced on request. Failure to produce such evidence may lead to the termination of your employment. Any additional training or costs required to maintain such qualifications will be at your expense unless specifically agreed otherwise by the Company. Should the Company fund or part-fund such a course or qualification and you leave within 2 years of completing the course, you agree to repay the Company contribution back to the Company.

The Company will provide you with any necessary on-the-job specific training required; all such training is mandatory for staff. Any induction and associated training identified as part of the probation period, should be completed before the end of the probation period. Failure to undertake or satisfactorily complete training when provided may lead to the Company taking action against you including the possible termination your employment.

«Collective agreements which have been previously agreed between the Company and our staff / trade union and which affect your employment are: Describe any such arrangements e.g. shift differentials, travel-time allowance, on-call allowance etc.» Further details are available in «the staff handbook / Company intranet / Company Policy Document available from your manager etc.».

You will be subject to the terms and conditions relevant to your employment as outlined in [Company]’s policies, procedures, handbooks and other relevant documents. Unless stated otherwise these documents do not have contractual effect and may be amended from time to time by the Company. Access to these documents is available through your line manager or Company Head Office, and copies can be provided on request.

If you are in agreement with the above terms and conditions please sign both copies of this statement, retain one and return the other to me.

Yours sincerely,

XXXXX XXXXXX

**Designation
For** [Company]

**FORM OF ACCEPTANCE: I accept this appointment on the terms and conditions stated above, and agree to the following:**

Restrictive Covenant
On leaving the company, I agree not to undertake provision of the same services / products as supplied by [Company] either from my own business, or the employment of a competitor to the Company, for a period of two years, unless this is specifically agreed by [Company]. The Company will only enforce that which is reasonable to protect its business.

(green print = optional statement)

SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_