



Statement of Terms template (employees)

This statement lists the terms and conditions ('particulars') of your employment with us as of [date] which are required to be given to you under the Employment Rights Act 1996.



1. Names of the employee and employer

You [name of employee] began working for [name of employer].

2. Start date and continuous employment

Your employment [delete as appropriate] will start on/started on [date employment starts/started].

[Note: use either A or B.]

A. Your previous employment does not count as part of a period of 'continuous employment' (working for the same employer without a significant break).

B. Your previous employment with [name of previous employer or employers] counts as part of your 'continuous employment' (working for the same employer without a significant break) which began on [date continuous employment started].

3. Job title or a brief description of the job

[Note: use either job title or brief description of the job.]

Job title

You'll be employed as a [job title].

Brief description of the job

[Note: use either A or B.]

A. A brief description of your work is:...

B. Your responsibilities are set out in the job description attached to this statement.

[Optional:] Your job description may be amended by us and, in addition to duties set out in the job description, you may be required to undertake additional or other reasonable duties as necessary to meet the needs of our business.

4. Pay

Your pay will be [give terms of scale or rate of pay, or of the method of calculating pay]. You'll be paid [for example, daily, weekly, monthly].

5. Place of work

[Note: use either or both options.]

A. Your normal place of work is [address].

B. You may be required to work at [give details]

Working abroad **[optional]**

You may be required to travel outside of the UK for a total of up to [number of months] in any 12-month period.

[Note: if an employee may be required to travel abroad for longer than 1 month, use the relevant following options.]

A. You'll be paid in [insert currency] while you're working outside the UK.

B. While you're working outside the UK, in addition to your pay, you'll be paid [list any additional pay or payments].

C. While you're working outside the UK, you'll be entitled to [list any additional benefits, for example use of a company vehicle].

D. The terms and conditions relating to your return to the UK are [insert terms and conditions].

6. Working hours

Your normal working days and hours are..... with a daily [paid or unpaid] lunch break of... [depending on pro rata hours agreed].

7. Holiday entitlement

[Note: an employer must give enough information to make sure that entitlements, including accrued holiday pay on termination, can be precisely calculated.]

Your holiday entitlement is.....

Variable hours or days of work **[optional]**

Your [hours of work and/or days of work] may change. [Set out how the employee's hours of work and/or days of work can vary and how, for example if it's weekly or monthly].

8. Other benefits

[Note: use either A, B or C.]

A. You'll be entitled to [list additional benefits, for example health insurance, discounted gym or use of a company vehicle]. Your entitlement to these benefits will start [on your first day/after the completion of your probationary period].

B. You're also eligible for other benefits, as set out in our benefits policy, if you meet the qualifying criteria. Our benefits policy can change over time. The benefits policy is available from [the HR department/intranet/manager's name].

C. You're not entitled to any benefits other than those set out in this statement.

9. Absence and sick pay

If you're absent for work for any reason, you must [inform..... by telephone] as soon as possible, but no later than...

For absences of 7 days or less, you can self-certify.

[Optional:] On your return to work you must complete and return a self-certification form to your manager. This must be returned before the end of your first day back at work.

For absences of 7 days or more because of sickness or injury, you must get a [doctor's certificate or fit note].

All sickness or injury absences will be added to your employment record.

Sick pay

[Note: use either or both options.]

A. You may be entitled to be paid if you're not able to work due to sickness or injury ('incapacity'). [Give terms of pay as set out in Statutory Sick Pay guidance or in the organisation's sick pay terms for employees].

B. You may be eligible for contractual sick pay. [Give terms of contractual sick pay].

10. Other paid leave

[Note: use A, B and C.]

A. You may be eligible for statutory paid leave, including.....

[Note: the employer must state terms and conditions relating to statutory paid leave, including:

- maternity leave
- adoption leave
- paternity leave
- Shared Parental Leave
- time off for dependants
- bereavement leave]

B. You may be eligible for additional paid leave, including.....

[Note: the employer must state terms and conditions relating to any additional paid leave, for example:

- compassionate leave
- sabbatical leave
- training and study leave]

C. Further information can be found in the respective policies, which are available [give details on where and how employees can access policies].

11. Pension arrangements [can be provided later, but must be provided within 2 months of the start of employment]

[Note: use either A or B.]

A. If you're eligible, we'll automatically enrol you into our workplace pension scheme in accordance with our obligations under Part 1 of the Pensions Act 2008. If you do not opt out of automatic enrolment, details of the scheme will be provided once you join.

Particulars of pensions and pension schemes are...

B. Particulars of terms and conditions relating to pensions and pension schemes can be found in...

12. Training

[Note: use any of the following options. Option A can be provided later but must be provided within 2 months of the start of employment.]

A. We offer [for example, in-house and external] training and in some cases [for example, time off work to undertake training], subject to certain eligibility requirements and other conditions. Details of this training are set out in...

B. We require you to complete [list compulsory training courses that the organisation will pay for, for example induction training]. We will pay for the cost of this training.

C. You're required to complete [list compulsory training courses that the organisation will not cover the cost for] at your own expense.

13. Probationary period

[Note: use either A or B.]

There is no probationary period.

B. There is a probationary period of [number of weeks or months] for new employees. During this time, your probationary period terms include [give details of the terms].

14. Notice period

[Note: use A if an employee has different notice periods during and after their probationary period. Use B if the notice periods during and after probation are the same or if there is not a probationary period.]

A. During your probationary period, the notice that you or your employer must give to end your employment is [the number of weeks required to end employment].

After your probationary period, the notice that you must give to end your employment is [the number of weeks required to end employment].

We may end your employment at any time by giving you [specify notice period in weeks] or the statutory notice you're entitled to, whichever is longer.

B. The notice you must give to end your employment is [the number of weeks required to end employment].

We may end your employment at any time by giving you [specify notice period in weeks] or the statutory notice you're entitled to, whichever is longer.

15. Collective agreements [can be provided later, but must be provided within 2 months of the start of employment]

A 'collective agreement' is an agreement the employer has with employees' representatives (including trade unions) that allow terms and conditions like pay or working hours to be negotiated on behalf of employees.

[Note: use either A or B.]

A. There are no 'collective agreements'.

B. [Specify dates and parties involved in relevant collective agreements for this contract].

16. Grievances

If you wish to raise a grievance, you should put it in writing to [job title/your manager].

[Note: Use either A or B.]

A. The grievance procedure which applies to you [is attached to this statement/ can be found.....].

B. You should use this grievance procedure: [explain your grievance procedure here].

17. Disciplinary rules and procedures

[Note: Use either A or B.]

A. The disciplinary rules which apply to you are [explain the disciplinary rules that apply].

B. The disciplinary rules which apply to you are [attached to this statement/can be found.....].

If you're unhappy with any disciplinary decision taken in relation to you, you can appeal by writing to [job title].

Please sign and return the statement to confirm you've received and accepted these terms.