# Principal statement template

This written statement replaces any previous agreements and arrangements, whether verbal or written, relating to your employment with (employer).

Your employment will remain provisional until the employer has received satisfactory references, health declaration, qualification certificates, confirmation of your right to work in the UK and Disclosure and Barring check (where applicable).

**Name of employer and employee**

Name of employer…………………. (state full name and address of organisation)

Name of employee…………………. (state full name)

**Date the employment and continuous employment began**

Your employment with (employer) begins/began on (date). This contract is effective from (date).

*Add the ‘effective from’ statement, if the employee has prior service and is being issued with a new contract, for example due to promotion.*

No employment with a previous employer counts towards your service with (employer)

OR your employment with (previous employer, state name) counts towards your service with (employer). Your continuous employment started on (date).

*Note: in most cases, the date of employment and date of continuous employment will be the same. In a minority of cases, for example in the case of a merger, the date of continuous employment may be an earlier date.*

**Remuneration and the intervals at which it is to be paid**

Your salary will be £xx,xxx per year. You will be paid on or near to the last working day of each month by direct credit into your bank account.

Salaries are normally reviewed, and may be increased, each April. The Employer is under no obligation to increase them.

**Probationary period**

You will be on probation for the first xx months (eg 6 months) of your employment with (employer). Your probationary period may be extended if more time is needed to assess your suitability for the job.

You will receive written confirmation that your probationary period has been successfully completed and you should not consider that you have passed your probationary period until you have received this confirmation.

If your performance or conduct is not considered to be satisfactory either during or at the end of the probationary period or during any period of extension, your employment may be terminated with 1 week’s notice.

The notice periods that apply to your employment both during and following your probationary period are set out later in this document.

[OR]

Your employment is not subject to a probationary period.

**Working hours**

EITHER

You are employed on a full-time/part time basis, that is xx hours per week. Your normal working hours will be (for example) 9.30am to 5.00pm Monday to Friday [state specific working times and days].

*OR*

Your normal working hours per week are [insert number]. Actual days, start and finish times will be variable in accordance with the needs of the Employer. The days of the week on which you are required to work are [insert days].

Actual working hours will be notified to you [xx] weeks in advance.

You may be required to work additional hours as deemed necessary by the Employer, for the proper performance of your duties.

Overtime is paid at a rate of £xxx/is not paid. Time off in lieu is/is not given.

EITHER

You will receive a 20-minute unpaid break if your working hours in any day are more than six.

OR

You are entitled to an unpaid break lasting [insert number] minutes each day.

**Holiday entitlement**

The annual leave year runs from DATE to DATE.

Your annual holiday entitlement is xx days per year (this is pro-rata for part time staff). The dates of your leave must be agreed with your line manager.

In addition, you are entitled to paid leave for the eight normal bank and public holidays in England.This entitlement is pro-rata for part time staff. Ifyou need to work on these days, you will be entitled to equivalent time off in lieu at a time to be agreed with your line manager.

*Note: the Working Time (Amendment) Regulations 2007 state that a minimum of 28 days must be given each year to full time employees (pro-rata for part time employees). The minimum statutory leave can include bank and public holidays.*

On leaving, any accrued leave not taken will be calculated to the nearest day and given to you as pay in lieu of holiday. If you have taken more leave than you have accrued, payment for the excess leave will be deducted from your final salary.

**Other paid leave**

You may be eligible to take the following periods of paid leave, part of which may be paid.

OPTION: Some of the payments may be above statutory requirements, subject to any eligibility and notice requirements.

* statutory maternity leave
* statutory paternity leave
* statutory adoption leave
* shared parental leave
* parental bereavement leave
* [insert details of any other types of paid leave]

[State here any contractual enhancements to statutory parental pay].

The Employer’s rules relating to paid leave and pay whilst on such leave are set out in the Staff Handbook, available from [state how employees can access the handbook or other document].

**Place of work**

Your normal place of work is (state place and address). However, if needed by (employer), you may be required to change your work location within the xxx area.

*Note: the above clause gives flexibility, but must be implemented reasonably, taking into account: the distance of the move; the ease/difficulty of travel; and the employee’s personal circumstances.*

**Job description or job title**

You are employed as a xx.

Your manager will give you a copy of your job description.

Your job description does not form a part of your contract of employment and may change from time to time.

*It is preferable only to give the job title, rather than the full job description, in the written statement. The job description should remain non-contractual.*

**Collective agreements that affect employment**

EITHER:

There is a collective agreement with x union which affects your employment. You can view the collective agreement at [state how the employee can access the agreement].

OR:

There are no collective agreements in force that affect your employment.

*Note: a collective agreement is an agreement made between an employer and a trade union. Its effect is that the terms and conditions of individual employees can be changed via agreements between the employer and the union. If you are a new or small employer, it is unlikely that you will have entered into a collective agreement with a union, but you still need to state whether or not there is such an agreement.*

**Entitlement to sick leave and pay**

If you are not able to come into work, you must inform your manager by no later than (time) on your first date of absence. You must state the reason for your absence and its likely duration. Other than in exceptional circumstances, notification should be made personally, to your line manager.

You must follow the sickness absence notification procedures in the Staff Handbook, which you should view at [state how the employee can access the handbook].

If you are absent from work because of sickness for seven consecutive days or more, you must produce a doctor’s certificate. Further doctor’s certificates are required for absences which exceed the period stated in the first certificate. Absences of fewer than seven consecutive days are to be self-certified.

EITHER

If you are off sick, and adhere to notification and certification procedures, you will normally be entitled to statutory sick pay for up to 28 weeks, subject to the scheme rules.

OR

If you are off sick, and adhere to notification and certification procedures, you will be entitled to full pay for a short period, followed by half pay for a further period. Your exact entitlement depends on your length of service.

*Note: there is no requirement on an employer to provide anything more than statutory sick pay for absent employees.*

For further information, please see the sickness absence procedure, available from…. This procedure does not form a part of your contract of employment and may be changed from time to time.

If we are concerned about your absence or health, you may be required to attend an appointment with an occupational health adviser at (employer’s) expense.

**Pension scheme**

We operate a pension scheme into which you will be automatically enrolled (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Employer.

The Employer’s rules relating to pension entitlements are [delete as appropriate – set out in the employee handbook/set out in the staff handbook/ as detailed in the attached policy].

**Other employment benefits**

[Select from the paragraphs below and delete as applicable]

In addition to any set out elsewhere in this statement, you are entitled to receive the following benefits from the Employer provided you meet any qualifying conditions:

The following benefits form a part of your contract of employment:

[insert details of benefits]

The following benefits are discretionary, may be removed in the future and do not form a part of your contract of employment:

 [OR]

Aside from any set out elsewhere in this statement, you are not entitled to any additional benefits from the Employer.

**The entitlement of employer and employee to notice and termination**

You are required to give the following notice if you leave (employer):

During the probationary period: one week

After the probationary period: 1 month [or state other contractual notice period that you wish to set]

(Employer) will give you the following notice:

During the probationary period: one week

After the probationary period: 1 month or the statutory minimum, whichever is higher. [or state other contractual notice period that you wish to set].

Neither employee nor employer is required to give notice if a fixed term contract ends on its expiry date.

*Note: the above notice periods are examples only. You can determine different notice periods if you wish. However, the law says that as a minimum, one week’s notice of termination of employment must be given by the employer after the employee has completed 1 month’s service. This notice increases to 2 weeks after 2 years’ service and then by a further week for each year served up to a maximum of 12 weeks’ notice after 12 years’ service.*

You should also note the following in relation to notice periods:

* you will not receive any notice of termination when the circumstances of your dismissal involve a gross misconduct offence
* you may be required to take all or part of your remaining holiday entitlement during your notice period
* the Employer reserves the contractual right to give pay in lieu of all or any part of the above notice period by either party
* if either you or the Employer serves notice on the other to terminate your employment the Employer may require you to take “garden leave” for all or part of the remaining period of your employment. If you are asked to take garden leave you:
	+ - must not attend your place of work unless otherwise requested
		- may not be required to carry out your normal duties during the remaining period of your employment, however, you will still be available for answering queries
		- will continue to receive your normal salary

must not undertake any other employment for the period of garden leave without prior authorisation from the Employer.

**Duration of employment**

EITHER

Your employment is intended to be permanent, although is subject to funding.

*Include the reference to the employment being subject to funding if you wish, and if relevant. You would need to follow your redundancy procedure, if the funding ran out.*

OR

Your employment is temporary and will terminate at the end of your temporary assignment, with notice in accordance with the provisions of this written statement.

OR

Your employment is for a fixed term. The fixed term will end automatically on (date) unless prior notice is given in accordance with the provisions in this written statement.

**Disciplinary procedure**

It is necessary to have a minimum number of rules in the interests of the whole organisation and employees must make themselves aware of the standards which apply to their conduct and performance. These rules, and accompanying disciplinary procedure, are [state where can be accessed].

We retain discretion in respect of disciplinary and dismissal procedures to take account of your length of service and to vary the procedures accordingly or in circumstances otherwise set out in the document.

**Disciplinary and dismissal appeals**

Should you be dissatisfied with any decision to take action against you or a decision to dismiss you, you may appeal in writing in accordance with the Disciplinary Procedure. Further information can be found [state how information can be accessed].

The Disciplinary Procedure does not form a part of your contract of employment and may be changed from time to time.

**Grievances**

If you have a grievance relating to your employment and the matter cannot be addressed informally, you should apply in writing to your line manager in the first instance.

The grievance procedure is attached to this written statement/is available from [state location].

The grievance procedure does not form a part of your contract of employment and may be changed from time to time.

**Work outside of the UK**

a) You are not expected to work outside the UK for more than (state period of time) or

b) You will be required to work in (Details of work location outside the UK) ................................................................................................................ for (period of work outside UK, where more than one month) ................................... You will be paid in (currency) ....................................................................... and will be entitled to (Details of any additional remuneration payable to the employee, and any benefits to be provided) ................................................................................................................

The terms relating to your return to the UK are (details) ..............................

**Training entitlements**

The Employer will fund the following training for you, which you are required to undertake:

[insert details]

You are required to undertake the following training at your own expense:

[insert details]

You are also entitled to take part in various training courses which the Employer may provide, or may arrange provision of via an external provider, from time to time. More information on the types of training available are [delete as appropriate – set out in the employee handbook/set out in the staff handbook/as detailed in the attached document].

[OR]

No training will be provided to you during your employment other than that you will receive upon commencement of employment to ensure that you are able to effectively carry out your role.

## Other clauses in a written statement

While there is no legal obligation to include the following clauses, they can be useful to include in the written statement:

**Health and Safety**

(Employer) sets great importance by health and safety. You are required to adhere to (employer’s) Health and Safety Policy, which is displayed on xxxx. Failure to do so may render you subject to (employer’s) disciplinary procedures.

**Employer’s property**

You must take good care of (employer’s) property at all times. On leaving (employer), you must return all (employer’s) property in your possession to (employer) in the same condition as it was provided to you, subject to normal wear and tear. Failure to do so will render you subject to (employer’s) disciplinary procedures.

**Other work**

You must not engage in any paid or voluntary work with another employer/organisation without first seeking written permission from (name). Permission will not be unreasonably withheld.

**Copyright and inventions**

You must promptly disclose to (employer) all copyright works, inventions, discoveries or designs originated, conceived, written or made by you alone or with others. The only exception is if they are conceived, written or made by you outside your normal working hours and wholly unconnected with your employment.

You will at the request and expense of (employer) do all things necessary or desirable to enable (employer) or its nominee to obtain the benefit of the (employer) invention and to secure patent or other appropriate forms of protection for it throughout the world.

You assign to (employer) all copyright design right and other proprietary rights, if any, throughout the World in respect of all (employer) Inventions during the period of your employment.

**Confidential information**

During and after the termination of your employment you must not disclose any confidential information about the work of (employer), its service users, staff or volunteers, without prior authorisation. If you are unsure about whether something is confidential, you must check with your manager.

**Criminal records check**

If your post requires a criminal record or barred persons check via the Disclosure and Barring Service, your employment will not be confirmed until a check has been received that is satisfactory to us. It is a condition of your employment that you consent to periodic criminal records checks during the course of your employment.

**Equal opportunities**

(Employer) is an equal opportunities employer and will adhere to the Equality Act 2010. It is the duty of all employees to follow (employer’s) equality and diversity policy at all times.

**Expenses**

Reasonable expenses, incurred solely as a result of your work with (employer), will be reimbursed. You must provide receipts or other proof of expenditure and you must not make an expense claim if you have claimed or intend to claim the expense from elsewhere.

Please check with your manager before incurring expenses, so that you know what is considered to be a reasonable expense.

**Deductions from salary**

*Note: the clause below must be exercised reasonably in the circumstances. If you are in doubt, you should take advice eg via the Acas free employer helpline.*

You agree that deductions from your pay will be made for the following costs incurred by the Employer in relation to your employment. The Employer expressly reserves the right to make these deductions:

* any fines, penalties or losses sustained that is the result of your carelessness, negligence, deliberate vandalism, dishonesty or a breach of Employer rules
* any monies paid or payable by the Employer to any third party due to any conduct undertaken by you for which we may be deemed vicariously liable
* any unauthorised personal use of mobile telephones provided to you for use
* any holiday pay relating to leave you have taken in excess of that which you have accrued at the point of termination
* the amount of any overpayment of wages
* outstanding loan or wage advance repayments
* any other sums owed to the Employer by you
* any deductions elsewhere under this contract in relation to which the reserved right to deduct applies
* in relation to deductions authorised by any separate agreement into which the Employer has entered with you.

You understand and agree that the Employer may make these deductions from all monies due to you.

**Employer rules, regulations, policies and procedures**

You are expected to acquaint yourself with all the employer’s, regulations, policies and procedures and other instructions that may be issued by management from time to time. All employees are subject to and are expected to observe and abide by the employer’s rules, regulations, policies and procedures from the commencement of their employment. Such rules, regulations, policies and procedures do not form a part of the contract of employment and may be changed from time to time.

**Ability to alter the written statement**

(Employer) may change the terms and conditions of this written statement in certain circumstances. Minor changes will be made and notified to you in writing. You will be formally consulted in respect of more significant changes.

*Note – you cannot unilaterally change significant terms (such as someone’s working hours), unless they agree to this. You must therefore consult with them. If they disagree to any change and there is a strong business reason why you must implement the change, one option (not to be taken lightly!) is to terminate the existing contract of employment and offer a new contract on revised terms. If you are considering such a step, you are strongly advised to take advice from an employment lawyer or Human Resources specialist. This may potentially constitute a fair dismissal but requires that a fair process is followed.*

**Data Protection**

You must read our policies in relation to compliance with the General Data Protection Regulation and the Data Protection Act in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information and/or personal data. Failure to comply with these policies could lead to disciplinary action being taken against you, up to and including your dismissal. You shall, at the time of termination of your employment with us, or at any other time upon demand, return to us any and all such material in your possession. You shall inform us immediately upon discovery of a data breach.

Our workforce privacy notice gives (non-exhaustive) guidance on how we will process data relating to you and your employment. The privacy notice does not form a part of your contract of employment. You can view the privacy notice on our internal computer systems or by asking your line manager.

**Lay-offs and short-time working**

(Employer) reserves the right to lay you off without pay, or to reduce your pay and hours of work, for a period of up to two weeks, should there be a case of extreme financial difficulty and/or where no work is available. Such a step would not be taken without consultation with staff and would be a measure to avoid or minimise the need for redundancies.

*Note:*

*Employees can be laid off without pay only where there is a specific term in their contract allowing the employer to do so.*

*When employees are laid off, they may be entitled to a statutory guarantee payment from the employer.*

*On days on which a guarantee payment is not payable, employees may be able to claim Jobseekers Allowance and should contact their local Jobcentre about eligibility. For further information about la-offs, see* <http://www.acas.org.uk/index.aspx?articleid=814>*.*

**Third party liability**

If you shall become entitled to receive any payments from a third party (including your own Insurance Company) in respect of damages for absence from employment due to incapacity, then you agree that you will follow up payment of such entitlement. If you receive any such payments from a third party, any sums paid by (employer) to you in excess of its obligations under Statutory Sick Pay regulations and in respect of the same period of absence shall be recoverable by (employer) out of such damages as money due to (employer).

**Acknowledgement (signature)**

This document is agreed to cover the terms and conditions of employment for (name).

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the employer)

Job title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee)