

Written statement template: employee

This is a template for a 'written statement of employment particulars'. An employer can adapt this template, although certain details must be included.

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Instructions or options to fill in this template are in [square brackets].

This written 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 started on [date employment started].

[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

[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

[Use either A or B]

A. A brief description of your work is [give details].

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

[Use either or both options]

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

B. You may be required to work at [details or address of other workplace].

[Optional] Working abroad

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 [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 [give details of any additional pay or payments].

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

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

6. Working hours

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

[Optional] Variable hours or days of work

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

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 [give details].

8. Other benefits

[Use either A, B or C]

A. You'll be entitled to [give details of 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 [HR / 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 [name of manager / HR] by telephone as soon as possible, but no later than [timescale].

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 fit note from your doctor.

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

Sick pay

[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

[Use A, B and C]

A. You may be eligible for statutory paid leave, including [give details]
[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 [give details]

[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 from [HR / the intranet / manager's name].

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

[Use either A or B]

A. If you're eligible, we'll automatically enroll you into our occupational 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 [give particulars].

B. Particulars of terms and conditions relating to pensions and pension schemes can be found in [where the employee can find particulars].

12. Training

[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 [where the employee can find details about training].

B. We require you to complete [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 [compulsory training courses that the organisation will not cover the cost for] at your own expense.

13. Probationary period

[Use either A or B]

A. 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 [details of the terms].

14. Notice period

[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 [number of weeks].

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

We may end your employment at any time by giving you [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 [number of weeks].

We may end your employment at any time by giving you [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.

[Use either A or B]

A. There are no collective agreements.

B. [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 [person's job title / your manager / HR].

[Use either A, B or C]

A. The grievance procedure which applies to you is attached to this statement.

B. The grievance procedure which applies to you can be found [where the employee can find the grievance procedure].

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

17. Disciplinary rules and procedures

[Use either A, B or C]

A. The disciplinary rules which apply to you are attached to this statement.

B. The disciplinary rules which apply to you can be found [where the employee can find the disciplinary rules].

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

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.

Employee's signature:

Date:

Manager's signature on behalf of the organisation:

Date: