**INSERT LOGO**

**COMPANY NAME**

**FULL TIME CONTRACT OF**

**EMPLOYMENT**

The following terms and conditions contain a statement of the applicable terms of your employment as required by Section 1 of the Employment Rights Act 1996.

## 1. Names of Parties

* 1. 1.1 THE COMPANY: **Company Name** whose place of business is at **Address]**

**Or for a limited Company:**

**Company Name** Limited, incorporated and registered in **Scotland/England and Wales** with company number **number** whose registered office is **at Address**.

1.2 THE EMPLOYEE: **Name** of **Address**

## 2. Commencement of Employment

* 1. Your employment with the Company commenced on **start date** and shall continue until terminated as provided by this Agreement. No period of employment with any previous employer will count as part of your period of continuous employment with the Company.

2.2 You will be required to complete a probationary period of **three** months from the date of commencement of your employment. If at any time during the probationary period the Company is dissatisfied with your performance, your employment may be terminated in accordance with clause 19 below, or the probationary period may be extended for further assessment of your performance. You will be notified in writing of any extension to the probation period.

2.3 Upon satisfactory completion of the probationary period, your employment will be confirmed and the probationary period will count as part of your continuous period of employment. You will be notified in writing of the successful completion of your probation period.

**3. References**

* 1. Your appointment is subject to and conditional upon the receipt of two satisfactory references. The Company’s decision is final as to whether the references satisfy requirements.
	2. Two references will be taken up for all candidates. At least one reference should be from a current employer, previous employer or academic. Where this is not possible we will accept as a referee a personal friend or acquaintance. A relative will not be classed as a suitable referee.
	3. References from a current employer will not be taken up until the candidate has accepted the offer of employment from **Company name.**
	4. An employer may commence employment prior to the receipt of the references. Whilst every effort will be made to obtain references as quickly as possible if, following discussion with the employee, no reply is received within the probationary period then the Company may consider termination of employment.
	5. Any employee whose references are considered unsatisfactory, or any employee who has given any false information or omitted to provide any relevant information when applying for a position within the Company, may be dismissed with or without notice.

**4. Job Title**

4.1 You are employed as **job title** with all its responsibilities and authority.

4.2 It is the Company's intention that any oral instructions or written descriptions of your job duties and responsibilities which may be given to you should serve simply as a guide to the major areas for which you will be accountable. Because of the changing nature of the business and technology, the obligations upon you will inevitably vary and develop and it is an essential characteristic of this employment that you must be flexible in terms of the work which you may be asked to do. The Company reserves the right at any time during your employment, upon reasonable notice, to require you to undertake any duties which fall within your capabilities and reasonable training will be provided to you where necessary.

4.3 During your employment you shall:

(a) Unless prevented from carrying out work due to sickness or injury, devote the whole of your time, attention and abilities to the business of the Company;

(b) Diligently perform such duties as may from time to time be assigned to you by the Company;

(c) Not enter into any contracts or commitments for or on behalf of the Company without first obtaining express written authorisation by a Director to do so;

(d) Promptly make such reports to your line manager in connection with the affairs of the Company on such matters and at such times as are reasonably required;

(e) Report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee of the Company immediately on becoming aware of it;

(f) Comply with all reasonable and lawful instructions given to you by the Company; and/or

(g) Use your best endeavours to promote, protect, develop and extend the business of the Company.

4.4 You warrant that you are entitled to work in the UK without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company. You further warrant that, by entering into this contract or performing any of your obligations under it, you are not in breach of any court order or any express or implied terms of any contract or other obligation binding on you.

4.5 If your role involves driving, it is a condition of your employment that you hold a full and valid driving license that entitles you to drive any vehicle you may be required to drive whilst carrying out your duties. If you are disqualified from driving and you are no longer able to fulfil your duties, the Company reserves the right to terminate your employment without notice.

4.6 If you are provided with a company vehicle, you must submit your driving license to your line manager. By doing so, you give your consent to the Company carrying out checks on your driving license, without further permission required from you. The Company is not obliged to inform you when a check on your driving license will be carried out, and you agree that the Company can carry out checks on this basis. Checks will normally be carried out via the DVLA website.

## 5. Hours of Work

5.1You are employed on a full time basis and it is required that you devote your time and attention to the Company during your working hours.

5.2 Your normal working week is based on **hours per week** hours per week**,** worked **days per week.** Your working pattern is as follows:

**state hours**

5.3 The Company reserves the right to vary the above pattern of work hours at its discretion to meet business needs and/or operational efficiency without increasing the maximum number of daily working hours. It is a condition of your employment that you work flexibly in accordance with the working arrangements we operate.

5.4 You are entitled to **a paid/an unpaid lunch break of one hour/thirty minutes** each day that you work.

5.5 You are expected to arrive at work in good time to begin working at your scheduled start time. If, for any reason, you are going to be late for work, you must inform your line manager personally by telephone. However, telephoning the Company will not necessarily excuse your lateness and you may be subject to disciplinary action if you are late for work and/or if your timekeeping falls below an acceptable standard.

5.6 If you need to leave work early, prior authorisation must be obtained from your line manager. A failure to obtain such prior authorisation may result in disciplinary action being taken against you.

5.7 The Company expects all employees to co-operate in day to day operations, and it is an essential feature of this job that you will be expected to work additional hours from time to time to meet business/operational needs without additional remuneration. The additional hours may involve working weekends, Bank, Public or Statutory Holidays.

5.8 Subject to the Working Time Regulations 1998, you are restricted to an average weekly working maximum of forty-eight hours. However, you may choose to 'opt out' of this provision and work longer hours.

Opting out of the forty-eight hour week is voluntary, therefore if you wish to do so, you should complete the Agreement attached at Appendix 1 and return the form to your line manager.

## 6. Place of Employment

6.1 Your usual place of work will be: **Address,** or any such place as the Company may reasonably determine.

6.2 During the course of your employment you may be required to work in the same or any similar capacity within any of the Company's departments. You agree to work at any premises from which the Company operates and from any premises of the Company’s clients. It is a condition of your employment that you agree to change your place of work. You may be required to travel within the United Kingdom from time to time should the need arise.

6.3You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

**7. Salary**

* 1. Your current rate of pay per annum is **£salary**
	2. Your salary shall accrue from day to day. Your daily rate of pay shall be your basic salary divided by the number of days per year you are contracted to work, including holidays. This daily rate shall be used if we have to calculate a day’s pay, for example, if you take any unpaid leave, which is not subject to any specific method of calculation set out elsewhere in this contract.
	3. Your salary will be paid monthly by direct credit transfer to your personal Bank or Building Society Account. This will normally be paid on **state which day of the month salary will be paid, e.g. the last working day of each month**. It will be your responsibility to ensure that the Company has a note of your Bank or Building Society Account, Name, Number and Sort Code Number. You are required to notify the Company immediately of any changes to your bank or building society account details. Failure to do so may delay the payment of your salary.

7.4 **Optional – delete as necessary** Employees who are asked to work on a Bank, Public or Statutory Holiday, will be given time off in lieu at the discretion of the manager and to be taken at a time which suits the needs of the business.

7.5 To qualify for a pay review, you must have a minimum of six months service prior to the review process, not have given your intention to resign nor be subject to any disciplinary processes.

7.6 You may be required to work beyond your basic hours of work, as detailed below, depending on the needs of the business and to ensure the proper performance of your duties. **EITHER** You are not entitled to additional remuneration in respect of any additional hours worked. **OR** You may, at the Company’s sole discretion, be permitted to take time off in lieu of additional hours worked, providing any additional hours have been authorised by the Company in advance and are recorded on your timesheet. **OR** If you work beyond your basic hours of work, you shall be paid at the rate of **£AMOUNT** per hour in respect of each complete additional hour worked, providing any additional hours have been authorised by the Company in advance and are recorded on your timesheet. For the avoidance of doubt, overtime for additional hours worked will only be paid once you have worked **NUMBER** hours in any particular week.

7.7 Benefits

## 7.7.1 You are not entitled to any benefits during the course of your employment

7.8 Training

7.8.1 You will receive an induction from the Company.

7.8.2 **EITHER** No additional training will be provided to you during your employment.

OR During your employment, you must complete the following mandatory training which, without prejudice to clause 10, will be paid for by the Company:

* 1. **INSERT DETAILS**

OR During your employment, you must complete the following training at your own expense and outside your working hours:

* 1. **INSERT DETAILS**

OR During your employment, you are entitled to take part in various training courses which we may provide from time to time in-house. Specific details of what courses might be available will be provided to you within two months of the start date of your employment / are set out below:

* 1. **INSERT DETAILS**

7.9 You should speak with your line manager in the first instance if you wish to undertake any external training. If we agree to fund any such external training, then without prejudice to clause 10 of this agreement, we may require you to enter into a written agreement with us to repay some or all of the costs of such training to us, if you leave your employment within a specified period.

**8. Holidays**

8.1 The Company's holiday year runs from**e.g. January to December** of each year. If your employment starts or finishes partway through the holiday year, your holiday entitlement during that year shall be calculated on a pro rata basis up to the nearest half day.

8.2 The annual holiday entitlement for staff contracted to work 5 or more days per week is equivalent to **number of days entitlement per year** working days including bank holidays (pro-rata for employees who commence employment after the beginning of the holiday year).

8.3 Part-time staff will be entitled to paid holidays pro-rata to the number of hours they normally work in each week.

8.4 Holiday entitlement may not normally be carried over to the following holiday year unless a period of sickness absence or statutory maternity, paternity, parental, shared parental or adoption leave has prevented you from taking it in the relevant holiday year. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost. Holiday entitlement may only be carried over outside of those circumstances at the sole discretion of the Company and must be taken within the first quarter of the following holiday year.

8.5 Upon termination of your employment, where you have taken more or less than your holiday entitlement as calculated above, an adjustment based on your normal rate of pay will be made in your final wage payment. The adjustment will either be by way of deduction where you have taken more than your entitlement, or by way of an additional payment where you have taken less than your entitlement, calculated on a pro-rata basis by reference to the number of days holiday in respect of which such adjustment is made.

8.6 Holidays accrued but not taken can only be accepted as part of any notice to the Company at the Company's discretion. However, you may be instructed to take any outstanding holiday during your notice period and we reserve the right not to provide you with advance notice of this requirement.

8.7 A permanent change in the number of days an employee works each week will alter their annual holiday entitlement in the current holiday year.

8.8 Bank Holiday entitlement is based on the following criteria:-

8.8.1 All employees working more than four days a week are entitled to the following Public Holidays: New Years Day, Good Friday, Easter Monday, May Bank Holiday, May Spring Bank Holiday, August Bank Holiday, Christmas Day and Boxing Day.

8.8.2 Part-time employees will be entitled to Public Holiday pay on a pro-rata basis.

## 8.9 Other Paid Leave

## 8.9.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company’s rules applicable to each type of leave in force from time to time:

## Compassionate leave in the event of the death of an immediate family member

## Statutory maternity leave payable at statutory rates if eligible;

## Statutory paternity leave payable at statutory rates if eligible;

## Statutory adoption leave payable at statutory rates if eligible;

## Shared parental leave payable at statutory rates if eligible;

## Parental leave payable at statutory rates if eligible; and

## Parental bereavement leave payable at statutory rates if eligible

## 8.10 Further details of such leave and your pay during such leave are detailed in our rules, policies and procedures, which save in respect of setting out any entitlement to Company-enhanced payment for leave as detailed above, remain non-contractual .

## 8.11 We may replace, amend or withdraw the Company’s policy on any of the above types of leave at any time.

1. **Sickness**
	* 1. In the event that you are unable to work for any reason you or someone on your behalf should contact your line manager at the earliest opportunity on the first day you are unable to work, to inform him/her of the reason. You must inform the Company as soon as possible of any change in the date of your expected resumption of work.
		2. A self-certification form should be completed for absences of up to seven days. The form will be supplied to you.
		3. For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work (‘Fit Note’) / Medical Certificate and send this to your line manager. A new Fit Note / Medical Certificate should be sent periodically as required by the Company.
		4. If you are absent for four or more days by reason of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP), provided that you have met the requirements above. For the purposes of the SSP scheme the ‘qualifying days’ are **e.g.** **Monday – Friday.** There is no contractual right to payment in respect of periods of absence due to sickness or incapacity. Any such payments are at the discretion of the Company.

9.5The Company has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.

* 1. The Company may require you to undergo a medical examination by a medical practitioner nominated by us at any stage of your employment, and you agree to authorise such medical practitioner to prepare a medical report detailing the results of the examination, which you agree may be disclosed to the Company. The Company will bear the cost of such medical examination. Such an examination will only be requested by the Company where it is reasonable to do so.

**10. Deductions**

10.1 For the purposes of Part II of the Employment Rights Act 1996, you hereby authorise the Company to deduct from your pay any sums which you may owe to the Company including but not limited to the following; in respect of any outstanding amounts on staff accounts; in respect of any overpayments made to you by the Company; in respect of loans made to you by the Company; any losses suffered by the Company as a result of your negligence, breach of authority or breach of the Company's rules; the cost of any training you have undertaken at the Company’s expense should you leave your employment within 12 months of completion of that training; or any sums in respect of holidays taken in excess of your accrued entitlement at the termination of your employment.

10.2 You agree to repay any sums still owing to the Company under clause 10.1 upon termination of employment, which cannot be satisfied by making a deduction from your final wage.

**11. Business Expenses**

You will be reimbursed all reasonable expenses relating to travel, accommodation and entertainment expenses incurred on authorised Company business for which receipts must be produced. Out of pocket expenses, where appropriate, will be reimbursed upon production of all reasonable receipts.

**12. Pensions**

The Company will comply with its employer pension duties in accordance with Part 1 of the Pensions Act 2008.

**13. Smoking**

 The Company operates a total ban on smoking in the workplace. This policy applies to all employees, visitors, customers and contractors.

### 14. Rules, Policies and Procedures

 You must comply at all times with the Company's rules, policies and procedures which include but are not limited to equal opportunities, harassment, health and safety, compliance, external interests and all other rules and procedures introduced by the Company from time to time. Copies of all rules, policies and procedures are set out in the Company's Employee Handbook. For the avoidance of doubt such rules, policies and procedures are not incorporated into this Contract and may be changed, replaced or withdrawn at any time at the discretion of the Company. A breach of any of the Company rules, policies and/or procedures may result in disciplinary action and potentially dismissal.

**15.** **Employees Personal Data**

15.1 The Company will collect and process information relating to the Employee in accordance with the privacy notice which is supplied with this Agreement. The Employee is required to sign and date the privacy notice and return to Human Resources.

* 1. **Employee's responsibilities when handling personal data**

15.2.1 The employee shall comply with the privacy standard when handling personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of the company. The employee will also comply with the company's E-mail, Internet, Computer and Software Policy and Social Media Policy.

15.2.2 Failure to comply with the Privacy standard or any of the policies listed above in clause 15.2.1 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

**16. Security – Right of Search**

 From time to time it may be necessary to carry out random staff searches which may include the contents of pockets, handbags, cars, etc. In making such searches there is no suggestion of any suspicion towards an individual or group of individuals. You may ask to be searched in a private room and have the right to be accompanied by a colleague. The Company reserves the right to carry out searches at any time on or around its premises; this right of search is a condition of employment.

**17.** **Lay off and Short Time Working**

17.1 If there is a reduced need for you to perform work of a particular kind on a temporary or permanent basis, or any other occurrence which affects normal working, the Company shall be entitled to lay you off or impose short-time working for such period as the Company shall decide.

17.2 While you are laid off you shall not be required to work and shall have no right to remuneration under this contract. While you are on short-time working your working hours may be reduced as the Company sees fit and your remuneration shall be correspondingly reduced.

17.3 During any period of lay-off or short time working the Company shall pay statutory guarantee pay in accordance with legislation in force from time to time.

**18. Disciplinary and Grievance**

18.1 The Company has both disciplinary and grievance rules, the details of which may be found in the Employee Handbook. The rules and procedures are not incorporated by reference into this contract and therefore they do not form part of your contract of employment. The Company reserves the right to amend these details from time to time.

18.2 If you wish to appeal against a disciplinary decision you may apply in writing to **position** in accordance with our disciplinary procedure. We reserve the right to suspend you with pay while any investigation or disciplinary proceedings against you are outstanding.

* 1. If you wish to raise a grievance you may apply in writing to your line manager in accordance with our grievance procedure.

**19. Notice**

19.1 In all cases other than where you are summarily dismissed for Gross Misconduct, should the Company decide to terminate your contract for any reason, you will be entitled to written notice or payment in lieu of notice of one week during you probationary period (except for the first month where no notice is due) and until you have completed two years’ continuous service. From two years continuous service onwards you will receive two weeks’ notice, and then one additional week for each completed year of service up to a maximum of twelve weeks’ notice after twelve years’ continuous service.

19.2 If you decide to leave the Company you are required to give the Company one week of written notice during your probation period and **state duration** months thereafter.

19.3 In cases of Gross Misconduct the Company has the right to terminate your employment and no notice or payment in lieu of notice will be due.

19.4 The Company reserves the right to make payment of basic pay in lieu of notice should it so wish, or to require you to remain away from work during your notice period,whichever may be appropriate. Any payment in lieu of notice may have PAYE tax and Class 1 National Insurance deducted at source.

19.5 Where the Company requires you to remain away from work during your notice period (whether you or the Company gave notice) you will be required to comply with any conditions laid down by the Company and, whilst on full pay during such time, you will not be permitted to work for any other person, firm, client, corporation or on your own behalf without the Company's prior written permission.

**20. Company Indemnity**

For the purposes of Part II of the Employment Rights Act 1996 you agree that the Company may insist that you repay any losses which you cause to the property or monies of the Company, client, customer, visitor or other employee during the course of your employment which is a result of breach of the Company rules or dishonesty on your part and that repayment will be made either by deduction from salary or any other method acceptable to the Company.

**21. Company Property**

On request, and in any event on termination of your employment for whatever reason, you are required to return to the Company all Company property including any Company vehicle, credit or charge cards, security passes, keys, computer hard and software including disks and all documents in whatever form (including notes and minutes of meetings, customer lists, diaries and address books, computer printouts, plans and projections) together with all copies which are in your possession or under your control. Ownership of all such property will at all times remain that of the Company. You will be required to sign an undertaking that all Company property has been duly returned.

**22. Outside Business Interests**

It is required that you will devote your time and attention to the Company during your working hours. During your employment with the Company you are not permitted to undertake any other employment, paid or unpaid, that will or may conflict with the interests of the Company, or any associated companies.

**23. Confidentiality**

Failure to comply with any of the following provisions may, if the circumstances warrant, be regarded as Gross Misconduct for which you may be liable to summary dismissal.

23.1In the ordinary course of your employment you will be exposed to information about the Company, associated companies, suppliers and customers of the Company and associated companies which is highly confidential or is commercially sensitive which if disclosed will be liable to cause significant harm to the Company.

23.2You must not whether during or after your employment, except as authorised or required by your duties as an employee of the Company, reveal by any method or manner to any person, firm, company or organisation or otherwise make use of any trade secrets, secret or confidential operation, processes or dealings or any information (other than that within the public domain) concerning the organisation, business, finances, transactions or affairs of the Company or associated companies (including lists of customers or clients) of the Company or any associated companies which may come to your knowledge during your employment. Nothing in this clause will prevent you from disclosing information to comply with a Court Order or perform any statutory obligation on you to do so. Nothing in this clause will prevent you from making a protected disclosure within the meaning of Section 43 A of the Employment Rights Act 1996.

23.3 Any communication on behalf of the Company with the press, media or anyone so connected will require prior written permission from the Managing Director or equivalent.

23.4 Any publication of letters, articles or documents claiming to represent the Company will require prior written permission from the Managing Director or equivalent.

**24. Inventions and Patents**

24.1 An employee's duties may include a review of the Company's products with a view to improving them. This may include the creation of a new and original invention, design, process or adaptation which has not been used by the Company before.

24.2 The following conditions will apply to your employment:-

24.2.1 For any invention (relevant to or capable of use in the Company) made by you in the course of your employment with the Company (whether or not in the course of your duties) you must agree to the benefit of the invention being the property of the Company. If the Company desires, you will be requested to sign a formal assignment of the invention and the expense of the assignment will be paid by the Company.

24.2.2 The Company has no liability to pay to you any profit or revenue derived or resulting from any invention belonging to the Company. This does not prejudice any rights you may have under s40 of the Patents Act 1977.

Pre and Post Termination Restrictive Covenants

**25. Non-Compete with the Company**

During your employment and for a period of **six** months from the termination of your employment (howsoever termination occurs) you agree that you will not, without the prior written consent of the Company engage whether alone or jointly or as a principle partner, agent, director, servant or consultant of any person, form or company directly or indirectly in competition within the business of the Company (or any associated company) or any similar business within the United Kingdom.

**26. Non-Solicitation of Customers**

During the period of your employment and for a period of **six** months following the Termination Date, you agree that you shall not directly or indirectly, solicit, assist in soliciting, accept, or facilitate the acceptance of, or deal with, the business of any Customer or Prospective Customer with whom you had personal contact or dealings during your period of employment.

**27. Non-Solicitation of Employees**

During your employment and for a period of **six** months from the termination of your employment (howsoever termination occurs) you agree that you will not, without the prior written consent of the Company either for yourself or on behalf of any other person, firm or company and whether directly or indirectly, solicit or induce or attempt to solicit or induce any person who was at the time of any such solicitation employed by the Company in a senior capacity or had established a personal relationship with any of the Company’s customers or suppliers to leave the Company in order to take up employment. This clause will only apply in respect of colleagues with whom you had personal contact during the course of your employment with the Company.

**28. Undertaking**

In the event that you receive an offer of employment from any person, company, business entity or other organisation, either during your employment with the Company, or during the continuance in force of any of the restrictions set out, you will immediately provide to such person, company, business entity or other organisation a full and accurate copy of these restrictive covenants.

**29. Changes in Terms of Employment**

29.1 The Company reserves the right to make reasonable changes to any of the terms and conditions of employment contained within this document.

29.2 You will be notified of any minor changes of detail by way of a general notice to employees and any such changes will take effect from the date of that notice. You will be given not less than one month's written notice of any significant changes which may be given by way of an individual notice or a general notice. Such changes will be deemed to be accepted, unless you notify the Company of any objection in writing before the expiry date of the notice period.

**30. Substitution for Previous Contract**

30.1 This contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

30.2 Each party acknowledges that in entering into this contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

30.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

30.4 Nothing in this agreement shall limit or exclude any liability for fraud.

1. **Collective Agreement**

 There is no collective agreement which directly affects your employment.

1. **Governing Law and Jurisdiction**
	1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of **Scotland/England and Wales.**
	2. You irrevocably agree that the courts of **Scotland/England and Wales** shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

|  |
| --- |
| **I accept employment upon and subject to the terms and conditions contained in this contract.** |
| **Signed** |  | **Name** |  |
| **Date**  |  | **Job Title** |  |
| **Signed by the Employee** |
| **Signed**  |  | **Date** |  |
| **Name** |  | **Job Title** |  |
| **Signed for and on behalf of Company name** |

**APPENDIX 1**

**WORKING TIME REGULATIONS 1998**

**Individual Agreement to exclude the Maximum Average Weekly Working Hours.**

The parties to this agreement are:

The Company: **Company name**

The Employee: **Employee name**

1. This Agreement is effective from …………….. and may be terminated by either party giving three months notice in writing.

2. **Company name** agrees to maintain a copy of this agreement which will be made available for inspection by the Health and Safety Executive or enforcement authority, as appropriate.

3. I agree that the limit imposed by Regulation 4(1) and (2) of the Working Time Regulations 1998 should not apply to my average weekly working hours. It has been explained to me that this agreement will have the effect that I may work longer hours than the 48 hour maximum average working hours provided under the Regulations.

|  |  |
| --- | --- |
| **Name** |  |
| **Signed** |  |
| **Date** |  |