**Temporary Employment**

**Principal Statement of Terms and Conditions**

**This principal statement of terms and conditions of employment regulates employment for a strictly temporary period and/or purpose. This is not permanent employment.**

**We issued you with this statement on** **to comply with the provisions of the Employment Rights Act 1996. This and our employee handbook are the prime documents that set out your terms and conditions of employment.**

**Name of Employer**

**Address of Employer**

**Name of Employee**

**Address of Employee**

**Date of Commencement**

**in this Employment**

**Date of any Prior Employment**

**Recognised for Continuity of**

**Service Purposes**

No service prior to the above date counts for the purpose of calculating your continuous employment with us.

**Nature of the Employment**

This employment is temporary and expected to be of        duration.

We are not obliged to employ you for the complete period stated above. The employment may be terminated at any time by giving the required notice.

**Job Title**

**Job Flexibility**

We expect you to adopt a flexible approach to your work pattern and location. You must carry out reasonable alternative duties, possibly at other locations, where necessary. We are dependent on this flexibility to adapt to the changing nature and volume of work. This helps to protect the future of the organisation and your employment.

**Third Party Pressure**

Your ongoing employment may be conditional on the approval and continuing support of third party clients. This is particularly influential where you work at or have occasion to visit their premises. If clients withdraw support for you to attend their premises, we have no alternative other than removing you. To facilitate this, we may suspend you with pay if necessary.

If a client alleges misconduct or lack of capability on your part, we will investigate their complaint. If we believe further action is necessary, we will utilise the provisions of our disciplinary/capability procedure. In the most serious cases, we may summarily dismiss you. We do this where, following investigation, we believe your actions amounted to gross misconduct.

Where a client withdraws their support, it may not be possible for you to work with them in any event. In such circumstances we will consider possible alternatives to maintain your employment. If in our sole opinion no suitable alternatives exist, we reserve the right to terminate your employment.

**Probationary Employment**

Your initial  of employment is probationary. During this period we will review with you your performance and suitability. We hope to confirm your employment following such review. Sometimes it may be necessary to extend the probationary period with your knowledge. We may also terminate your employment if you do not reach the standards we require.

**Particulars of the Employment**

**Collective Agreements**

There  agreements affecting your terms and conditions of employment.

**Hours of Work**

You normally work      hours per week on the following days      . You normally work between       hrs and       hrs. The days and/or times you work are flexible. We will confirm changes with you in advance.

**OR [Delete whichever clause is less appropriate + change remaining clause to black]**

Your normal hours are       hours . The days and/or times you work are flexible. We will agree them with you in advance.

**Daily Rest Break**

When you work  or more hours on any day, you must take a      minute  break. You must have specific regard to our business needs when you take such breaks.

**Additional Hours**

We expect you to work beyond the hours you normally work. We only do this if there is urgent business need.

We recognise such work with . Compensation for additional hours will reflect . We must authorise such hours in advance.

**Remuneration**

Your  is currently £     per  payable  in arrears. We pay you by. We will provide you with a detailed pay statement every .

**Deductions from Pay**

We can require you to repay to us, by deduction from pay or any other method acceptable to us:

* Reasonable losses to property or monies sustained by us, any other employee, our clients, customers or visitors. This applies when due to your carelessness, negligence, recklessness, breach of procedures/rules or dishonesty/commission of an unlawful act.
* Insurance excesses imposed by our insurers because of your act or omission or a penalty imposed upon you. An example of this is the potential impact of penalty points for those who drive our vehicles.
* Any damages, expenses or other monies reasonably payable by us to a third party for your act or omission.
* Remuneration, expenses or other payments made in error or by your inappropriate claim/misrepresentation.
* Holiday pay already paid which exceeds your accrued holiday entitlement at the date of leaving our employment.
* The reasonable cost of replacing equipment and/or property entrusted to you during employment. This applies if you fail to maintain it properly or do not return it before leaving our employment.
* An amount equal to our reasonable loss or the extra cost of covering your duties should you fail to work your full contractual notice. This applies when you leave our employment early without our agreement.
* Attachment of earnings orders and any other statutory deductions orders issued to us.
* Fines or fixed penalty notices for parking, congestion charges etc you incur while driving our vehicles.
* Costs resulting from any training agreement you have signed, should you leave our employment before it expires.
* Any other sums you owe including, but not limited to, outstanding loans, advances and relocation expenses.

**Deduction Procedure**

We set out details of our pay deduction procedure in the employee handbook.

**Place of Work**

Your centre is currently      .

We can require you to work at any reasonable operational location, now or in the future. Your place of work may include one or more of our clients’ sites. We will normally ensure any such site is within reasonable proximity of your home or the above location. Where such assignments are offered we expect that you will accept them.

We may also offer you assignments further away from your home or the above location. You have the option to accept or reject such assignments. We may not be able to provide you with alternative work should you refuse such assignments.

**Work outside the United Kingdom**

We  require you to work outside the United Kingdom.

**Holiday Year**

Our holiday year begins on the       of       and ends on the       of      .

**Holiday Entitlement**

Your paid annual holiday entitlement is       working weeks (     working ) for the complete holiday year. Accrual for those who work part-time or those who work less than a full year is calculated pro-rata. We identify provisions relating to public/bank holidays in the following section. There are other related policies and general conditions regarding holidays in the employee handbook.

**Public/Bank Holidays**

New Year’s Day Last Monday in May

Good Friday Last Monday in August

Easter Monday Christmas Day

First Monday in May Boxing Day

We consider the above public/bank holidays to be part of your statutory holiday provision. Sometimes a bank holiday falls on a weekend. When this happens, the Government announces a substitute weekday in lieu.

Where a public/bank holiday falls on one of your working days, we offset it against your holiday entitlement. You must normally be contracted/scheduled to work that day for it to qualify as holiday. You receive your normal basic rate of pay for eligible bank holidays.

We may occasionally need you to work on a public/bank holiday. We will pay you for working in this event. You will also receive compensatory time off with pay. You must take this at a later, mutually agreeable date within the current leave year. If you become ill when scheduled to work a bank holiday, we will deal with this through our sickness procedure.

**Holiday Pay**

We normally calculate holiday pay using your contractual weekly hours at your basic rate of pay.

Where you do not work fixed or regular hours and/or days of work each week, we average holiday pay. We normally average your hours over the last twelve weeks you worked and pay holidays based on this.

**Statutory Sick Pay**

We pay statutory sick pay (SSP) providing you qualify under current statutory regulations. If you do not comply with our sickness procedures we may withhold payment. Please consult the employee handbook for further information.

**Pension Provisions**

You may be eligible to join an auto-enrolment pension scheme to which we would both contribute. Eligibility is always subject to the rules of the pension scheme and HMRC Regulations currently in force. Should you qualify, we will supply further written details to you separately. We set out further information in the employee handbook.

**Notice of Termination to be Given by Us**

Under one month’s service - nil

Prior to successful completion of probation – one

Following successful completion of probation

**Notice of Termination to be Given by You**

Under one month’s service – nil

Prior to successful completion of probation – one written notice

Thereafter - written notice

**Additional Notice Provisions**

Your contract of employment remains in force during the notice period. However, we may require you not to attend your normal place of work. We may require you not to perform your regular duties. We may provide reasonable alternatives. We may let you stay at home (garden leave). This is all at our absolute discretion.

You must remain available for us to contact you and to work if we wish. You may not take any alternative employment during this period except with our express written consent. We may expect you to take any accrued annual leave.

We may make a payment in lieu of notice at our absolute discretion. Where we offer such payment, subsequent discovery of any repudiatory breach of contract on your part will lead to revocation. Where payment has already been made and we discover such conduct, we have the right to seek recovery.

**Disciplinary Rules and Procedures**

We set out the disciplinary rules and procedures which apply to your employment in the employee handbook.

**Disciplinary Appeal Procedure**

You have the right to appeal regarding any disciplinary action we take against you. You must appeal in writing. We set out further details in the employee handbook.

**Grievance Procedure**

If you are dissatisfied with something relating to your work/employment, you must initially raise the matter in writing. You may invoke our formal grievance procedure. We set out further details in the employee handbook.

**Precedence**

This principal statement and our employee handbook specify important matters about your employment. In the event of any difference between the two documents, the wording of this principal statement takes precedence.

**Declaration**

**I accept this employment on the terms and conditions identified above. I have also read the employee handbook dated Error! No bookmark name given.****, including its Personal Information and Data Protection clause. I understand and accept that these are prime documents setting out my terms and conditions of employment. I will ensure I remain aware of their contents and follow their relevant provisions.**

**I acknowledge that the organisation and/or its third party representatives utilise my personal data within their HR systems. I appreciate that it collects, processes and retains data securely, on paper or electronically, in support of my employment. I confirm my employer’s right to such data for legitimate purposes when obtained in a lawful, fair and transparent manner. I am aware my personal data is retained confidentially, with strictly restricted access and only for as long as necessary.**

**I acknowledge that legislation** **requires my employer to enrol eligible jobholders into an auto-enrolment workplace pension scheme. Subject to my eligibility, I give permission to deduct my contributions from my salary/wages. Such deduction is subject to my right to opt-out of these provisions as prescribed by statute.**

Signed Signed

(on behalf of the employer) (employee)

Print name .................................... Print name............................................

Date: Date:... ...

***Please sign and return the second copy of this statement to signify your acceptance of its terms. We will notify you of variations to this statement or the employee handbook within one month of any change.***