

Statement of terms of employment

This statement gives details of your employment with **XXX** Community Shop ("the Employer") and is correct at **XXX** date. The employer reserves the right to make reasonable changes to these terms of employment. Any change to these terms of employment will be notified to you in writing within one month.

1. EMPLOYEE

Name:
Address:
Telephone Number:
Emergency Contact Name:
Emergency Contact Telephone Number:
Date of Birth:

You should notify the employer of any changes to the above details as soon as possible to keep records accurate and up to date.

2. DATE OF COMMENCEMENT OF CONTINUOUS PERIOD OF EMPLOYMENT

XXX date. No employment with a previous employer shall count as part of your continuous period of employment with the employer.

3. JOB TITLE

You are employed as **XXX** and your responsibilities are as set out on the accompanying job description which may be amended from time to time by joint discussion and agreement. You may be required to perform such other duties as the Employer may reasonably require.

4. PLACE OF EMPLOYMENT

Your normal place of work will be at **XXX**.

5. HOURLY RATE

Your hourly rate will be **XXX** per hour or **XXX** per annum (delete as applicable).

Remuneration is payable monthly in arrears on the 15th day of each month and remuneration for part of a month shall be a proportionate part of your remuneration for one full month. Payment will be made by cheque or by bank credit transfer to your bank.

6. HOURS OF WORK

Your normal working hours will total **XXX** hours per week.

7. OVERTIME AND BANK HOLIDAY WORKING

Overtime will not normally be paid. Bank holiday working is not normally required.

8. HOLIDAY ENTITLEMENT

You will be entitled to 4 pro rata working weeks paid annual leave in each completed leave year. The distribution of these should be agreed with **XXX**. For the purposes of annual leave the leave year runs from **XXX** to **XXX**.

In addition you will be entitled to whatever public/statutory holidays are determined by the Secretary of State as determined on a pro-rata basis. All annual, public and statutory leave days will be paid at your normal basic pay.

9. EXPENSES

You will be reimbursed for your business mileage at **XXX** p/mile. Other expenses will be payable for extended trips away from your usual place of work to be agreed with **XXX**.

10. SICKNESS AND INJURY PAY

Notification of sickness should be made promptly to **XXX**. Under occupational sick pay arrangements during your absence on sick leave you will be entitled to Statutory Sick Pay for up to 28 weeks if you have been sick for at least four days or more in a row.

11. PENSION SCHEME

You are eligible to contribute to a Stakeholder pension through the Company's designated scheme. Currently the designated scheme is a **XXX** Stakeholder pension. Details are available on request.

12. PROBATION

Your appointment is subject to a probationary period of three months. During the probationary period the notice period will be one month on either side.

13. NOTICE PERIOD

13.1 Once the probationary period has expired, notice by or to the Employer shall be in writing and of the following durations:

- By the employee: one month
- By the employer: one month

13.2 The employer may terminate your employment immediately if you are guilty of gross misconduct which includes but is not limited to the following:-

- (a) Refusal to perform duties which reasonably form part of your contract of employment or to obey any reasonable instruction
- (b) Use of physical force against any other person
- (c) Threatening, abusive or offensive behaviour against any other person
- (d) Wilful damage, loss or neglect of the employer's property
- (e) Theft or unauthorised possession of the employer's property
- (f) Intoxication or being under the influence of drugs whilst at work
- (g) A criminal offence, whether or not carried out during the course of your work for the employer and which renders you unsuitable for the type of work in which you are engaged
- (h) Falsification of accounts or documents, mishandling of employer's money or conduct giving the employer reasonable grounds for believing that you have committed any such act
- (i) Harassment or unlawful discrimination
- (j) Significant breach of confidence regarding customer and supplier information

14. DISCIPLINARY PROCEDURE

14.1 The employer will attempt to deal with disciplinary matters in accordance with the following guidelines. However it is not intended that these should form part of the employee's contract of employment

- 14.2 Except for cases where in the opinion of the employer you have been guilty of gross misconduct you will not generally be dismissed by reason of misconduct lateness or failure to perform your duties efficiently unless you have previously been given at least two warnings (of which the last shall be in writing) in respect of that or any other misconduct or failure to perform your duties efficiently.
- 14.3 On the making of a disciplinary decision you will be entitled to an opportunity to state your case at the time it is under consideration and to be accompanied by a colleague.
- 14.4 In cases of misconduct you may be suspended from work with or without pay while the matter is investigated. If no disciplinary action is taken pay withheld will be released.

15. GRIEVANCE PROCEDURE

Any grievance relating to your employment shall be raised with the employer either orally or in writing who will try to deal with the matter within seven days.

16. HEALTH, SAFETY & HYGIENE

You must take reasonable care of your own health and safety at work and must co-operate with the Employer so far as may be necessary to enable it to fulfill its legal obligations as regards health, safety and hygiene.

17. DATA PROTECTION

You consent to the employer processing personal data (including sensitive personal data) relating to you for purposes relating to your employment in accordance with the Data Protection Act 1998. "Processing", "personal data" and "sensitive personal data" shall bear the meanings given to them in that act.

18. PREVIOUS AGREEMENTS

These terms of employment annul any previous agreement whether verbal or written given to you at any time.

19. JURISDICTION

The validity construction and performance of these Terms of Employment shall be governed by English law and the parties shall submit to the exclusive jurisdiction of the English courts.

SIGNED by the employer: _____ Date: _____

I hereby accept the appointment as set down in this contract on the terms and subject to the conditions referred in it.

SIGNED by the employee _____
Name: (block capitals) _____ Dated: _____