This template has been provided the Scottish Council for Voluntary Organisations (SCVO).

Use of this model policy is entirely at your own risk. The policy should be adapted to suit your own organisational needs, and you should ensure if meets your own specific requirements. You should also check this policy is compliant with the law and your organisation’s governing document. No liability rests with SCVO.

For more information see our information on [using SCVO templates](https://scvo.scot/support/using-scvo-templates).

**Basic employment contract**

**Statement of terms and conditions of employment**

In accordance with the Employment Rights Act 1996, this Statement, together with [DELETE AS APPROPRIATE – YOUR OFFER LETTER/EMPLOYEE HANDBOOK/STAFF HANDBOOK], forms part of your Contract of Employment (except where the contrary is expressly stated) and sets out particulars of the main terms on which [INSERT ORGANISATION NAME] [INSERT ADDRESS OF EMPLOYER] employs:

[INSERT EMPLOYEE’S FULL NAME]

[OPTIONAL - INSERT EMPLOYEE’S CURRENT HOME ADDRESS].

**Job title**

You are employed as [INSERT JOB ROLE] and your duties will be as advised by [INSERT NAME/ROLE] OR your duties are set out in the attached job description. Your duties may be modified from time to time to suit the needs of the business.

**Commencement of employment**

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

Your employment [DELETE AS APPROPRIATE – BEGAN/BEGINS] on [INSERT DATE]. No previous employment counts as part of your period of continuous employment.

[OR]

Your employment [DELETE AS APPROPRIATE – BEGAN/BEGINS] on [INSERT DATE]. Your previous employment with [INSERT ORGANISATION NAME] counts as part of your period of continuous employment, which therefore began on [INSERT DATE].

Probationary period

You join us on an initial probationary period of [INSERT NUMBER] months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. You will receive written confirmation of your that your probationary period has been passed and you should not consider your probationary period passed until you have received this confirmation.

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.

**Place of work**

You will normally be required to work at/from [insert details].

[OPTIONAL] The performance of your role requires an element of travel [DELETE AS APPROPRIATE – WITHIN A [INSERT DETAILS] MILE RADIUS OF THIS ADDRESS/THROUGHOUT THE UNITED KINGDOM].

[OPTIONAL] **Working abroad**

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

You will not be required to work outside the United Kingdom.

[OR]

You will be required to work outside the United Kingdom (for a period, or periods, exceeding one month).

The period for which you will be required to work outside the United Kingdom is [INSERT DETAILS].

The currency in which remuneration will be paid while working outside the United Kingdom is [INSERT DETAILS].

[DELETE AS APPROPRIATE - NO ADDITIONAL REMUNERATION OR BENEFITS ARE PROVIDED IN RESPECT OF WORKING OUTSIDE THE UNITED KINGDOM/YOU ARE ENTITLED TO THE FOLLOWING ADDITIONAL REMUNERATION AND BENEFITS IN RESPECT OF WORKING OUTSIDE THE UNITED KINGDOM: [INSERT DETAILS].]

The terms and conditions relating to your return to the United Kingdom are as follows: [INSERT DETAILS].

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

**Training entitlements**

[INSERT ORGANISATION NAME] 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 [INSERT ORGANISATION NAME] 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.

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

**Fixed days and times of work**

Your normal days and hours of work are between [INSERT TIME] and [INSERT TIME] on [INSERT DAY EG MONDAY] to [INSERT DAY EG FRIDAY] inclusive, with a lunch break of [INSERT AMOUNT EG ONE HOUR]. These hours and days are not variable.

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

[OR]

**Fixed number of hours on different days and times**

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 organisation. The days of the week on which you are required to work are [INSERT DAYS].

[INSERT ORGANISATION NAME]’s operational hours are [INSERT TIME] to [INSERT TIME] on [INSERT DAYS] and you will generally be expected to work a shift of [INSERT AMOUNT] hours at any time between [INSERT TIME] and [INSERT TIME]. You will not be expected to work on more than [INSERT NUMBER] days in a calendar week.

Actual working hours will be notified to you [INSERT DETAILS EG TWO WEEKS] in advance.

**Overtime**

You may be required to work overtime or additional hours when authorised and as necessitated by the needs of the business. If you work in excess of [INSERT NUMBER] hours in a week then overtime payments will be made at [INSERT DETAILS].

**Break entitlement**

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

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.

**Remuneration**

Your salary is currently £[INSERT AMOUNT] per [DELETE AS APPROPRIATE **–** HOUR/WEEK/MONTH/YEAR] to be paid [DELETE AS APPROPRIATE **–** WEEKLY/FORTNIGHTLY/MONTHLY] on the [INSERT DAY] of each [DELETE AS APPROPRIATE **–** WEEK/MONTH] by [DELETE AS APPROPRIATE -CASH/CHEQUE/CREDIT TRANSFER], [DELETE AS APPROPRIATE - IN ARREARS/PART IN ARREARS AND PART IN ADVANCE].

[OPTIONAL] Any changes to your pay as a result of [INSERT ORGANISATION NAME]’s annual salary review will be advised to you in writing. You should not expect an annual increase to your pay.

**Holidays**

Your holiday year begins on [INSERT DATE] and ends on [INSERT DATE] each year, during which you will receive a paid holiday entitlement of [INSERT DETAILS] which is inclusive of any public holidays which you may choose to request. In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year, accruing at the rate of one twelfth of the full annual holiday entitlement, on the 1st of each month, in advance.

[OPTIONAL] Once you have reached [INSERT LENGTH OF TIME] continuous service with the organisation, your annual leave entitlement will increase by [INSERT NUMBER] extra days’ annual leave for every [DELETE AS APPROPRIATE – COMPLETE YEARS’ SERVICE/HOLIDAY YEAR], up to a maximum of [INSERT NUMBER] extra days’ leave after [INSERT NUMBER] [DELETE AS APPROPRIATE – COMPLETE YEARS’ SERVICE/HOLIDAY YEARS].

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

For periods of annual leave, you will receive your normal rate of pay.

[OR]

Your holiday pay will be based on your average earnings over the previous 52 weeks.

In the event of termination of employment your entitlement to accrued annual leave will be calculated and any annual leave accrued but not taken will be paid for.

However, in the event of you having taken any holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final pay.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward.

[OPTIONAL] [INSERT ORGANISATION NAME] may consider permitting untaken leave to be carried over from one leave year into the next. This will only be considered in exceptional circumstances, at the sole discretion of [INSERT ORGANISATION NAME], and only when you have taken all of your statutory minimum entitlement in that holiday year.

[INSERT ORGANISATION NAME] operates a holiday booking procedure and all requests for holiday should be made using this procedure. Holiday requests must be authorised by management therefore it is not advisable to make any firm arrangements e.g., flights/hotels before authorisation is obtained.

You may not normally take more than two working weeks consecutively. In exceptional circumstances you may be permitted to take annual holiday in excess of two weeks at the sole discretion of management.

You should give at least [INSERT DETAILS] notice of your intention to take holidays of a week or more and [INSERT DETAILS] notice is required for odd single days. Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

You may be required to reserve sufficient holiday entitlement to take at a time set by the organisation. We will endeavour to give you as much notice of this as possible and also of any subsequent amendment to the requirement to take leave on certain dates.

You may be required to take all or part of any outstanding holiday entitlement at any time as directed by the organisation.

**Public holidays**

Entitlement for full-time employees to public holidays is [INSERT NUMBER]. This is part of your overall annual leave entitlement and time off on a public holiday must be taken out of your overall entitlement. The public holidays each year are:

[INSERT RECOGNISED PUBLIC HOLIDAYS]

However, because of the nature of our business you may be required to work on any of the public holidays listed above, and it is a condition of employment that you work on these days when required to do so.

[OPTIONAL - IF PUBLIC HOLIDAYS NOT INCLUDED IN ANNUAL LEAVE ENTITLEMENT]

If you work on a public holiday, payments will be made at the rate of [INSERT DETAILS], and you will receive a day off in lieu which is to be taken on a day agreed in advance by the organisation at a time deemed suitable as per the needs of the business.

**Other paid leave**

You may be eligible to take the following periods of paid leave, 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]

[INSERT ORGANISATION NAME]’s rules relating to paid leave and pay whilst on such leave are [DELETE AS APPROPRIATE – SET OUT IN THE EMPLOYEE HANDBOOK/SET OUT IN THE STAFF HANDBOOK/AS DETAILED IN THE ATTACHED POLICY].

**Sickness absence**

You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than [INSERT DETAILS] on the first day of your absence. Other than in exceptional circumstances notification should be made personally to [INSERT NAME/JOB TITLE].

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.

You can read more on the organisation’s sickness absence policy which is [delete as appropriate – set out in the employee handbook/set out in the staff handbook/available from [INSERT NAME/JOB TITLE]].

**Sick pay**

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the statutory qualifying conditions, which include a period of sickness of at least four consecutive days.

[INSERT ORGANISATION NAME]’s rules relating to sick pay are [DELETE AS APPROPRIATE – SET OUT IN THE EMPLOYEE HANDBOOK/SET OUT IN THE STAFF HANDBOOK / AS DETAILED IN THE ATTACHED ABSENCE POLICY].

 [OR]

You are entitled to [INSERT ORGANISATION NAME]’s sick pay scheme if you are absent because of sickness or injury provided you meet the qualifying conditions.

[INSERT ORGANISATION NAME]’s rules relating to sick pay are [DELETE AS APPROPRIATE – SET OUT IN THE EMPLOYEE HANDBOOK/SET OUT IN THE STAFF HANDBOOK/ AS DETAILED IN THE ATTACHED ABSENCE POLICY].

**Pension**

We operate a pension scheme into which you will be auto-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 organisation.

[INSERT ORGANISATION NAME]’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].

**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 [INSERT ORGANISATION NAME] provided you meet any qualifying conditions:

[INSERT DETAILS OF BENEFITS]

[OR]

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

**Confidentiality**

All information that:

* is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence.
* relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
* has not been made public by, or with our authority.

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

You shall make yourself aware of [INSERT ORGANISATION NAME]’s policies in relation to compliance with data protection legislation that is 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. You shall inform the organisation immediately upon discovery of a data breach. You shall, at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

**Collective agreements**

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

No collective agreements directly affect your terms and conditions of employment.

[OR]

Certain conditions of your employment are governed by the collective agreement [INSERT ORGANISATION NAME] has with [INSERT DETAILS]. These terms are [INSERT DETAILS].

**Changes to terms of employment**

From time to time, [INSERT ORGANISATION NAME] may determine the need for changes to be made to contracts of employment. [INSERT ORGANISATION NAME] reserves the right to make reasonable amendments to your contract. You will receive confirmation in writing of any changes or amendments to the terms of your employment within one month of them taking effect.

Grievance procedures

[INSERT ORGANISATION NAME]’s grievance procedure provides a mechanism whereby employees may seek a resolution to a complaint they have about their employment with us. Before using the formal procedure, you should speak to your line manager on an informal basis to seek a satisfactory outcome. The formal procedure may be used if you do not feel the informal method is appropriate for your concerns, or if the informal method has not produced an outcome with which you are satisfied. In this case, you should raise the grievance in writing to [INSERT NAME/JOB TITLE].

Should you be dissatisfied with the outcome of the formal grievance procedure, you may appeal it in writing to [INSERT NAME/JOB TITLE].

Further information can be found in the [DELETE AS APPROPRIATE – EMPLOYEE HANDBOOK/STAFF HANDBOOK/ATTACHED GRIEVANCE POLICY AND PROCEDURE/AVAILABLE FROM [INSERT NAME/JOB TITLE]].

**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 [DELETE AS APPROPRIATE – SET OUT IN THE EMPLOYEE HANDBOOK/SET OUT IN THE STAFF HANDBOOK/ATTACHED DISCIPLINARY POLICY AND PROCEDURE/AVAILABLE FROM [INSERT NAME/JOB TITLE].

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 to [INSERT NAME]. Further information can be found [DELETE AS APPROPRIATE – IN THE EMPLOYEE HANDBOOK/IN THE STAFF HANDBOOK/ ATTACHED DISCIPLINARY POLICY AND PROCEDURE/AVAILABLE FROM [INSERT NAME/JOB TITLE].

**Deductions**

You agree that deductions from your pay will be made for the following costs incurred by [INSERT ORGANISATION NAME] IN RELATION TO YOUR EMPLOYMENT. [INSERT ORGANISATION NAME] 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 organisation rules.
* any monies paid or payable by the organisation 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 organisation 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 organisation has entered with you.

You understand and agree that [insert organisation name] may make these deductions from all monies due to you.

[OPTIONAL] **Short time working and lay offs**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay in accordance with statutory provisions.

Data protection

[INSERT ORGANISATION NAME] collects and processes certain types of data about you and does so in line with data protection legislation that is in force from time to time. Please read [INSERT ORGANISATION NAME]’s Privacy Notice which is [DELETE AS APPROPRIATE – ATTACHED TO THIS DOCUMENT/ON THE ORGANISATION’S INTRANET] for more information about the types of data processed and the reasons for the processing.

You shall make yourself aware of [INSERT ORGANISATION NAME]’s policies on data protection with regard to data processing undertaken by you in the course of your duties and act in accordance with those policies at all times. Failure to do so may result in disciplinary action being taken against you, up to and including dismissal.

Termination of employment

Note: This should be used where probationary period applies.

For the first month of your probationary period, you are not required to give any notice when terminating your employment.

After one month’s service and until the successful completion of your probationary period, you must give [INSERT AMOUNT] notice [OPTIONAL – IN WRITING] when terminating your employment with the organisation.

You are entitled to receive the following notice periods when your employment is terminated [OPTIONAL – IN WRITING] by the organisation

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

For the first month of your probationary period – nil

One month’s service up to the successful completion of your probationary period – one week

From the successful completion of your probationary period but less than two years’ service – one week.

Two years’ service or more - one week for each completed year of service to a maximum of 12 weeks after 12 years.

[OR]

For the first month of your probationary period – nil

One month’s service up to the successful completion of your probationary period – one week

From successful completion of your probationary period but less than five years’ service – one month.

Five years’ service or more - one week for each completed year of service to a maximum of 12 weeks after 12 years.

 [OR]

Note: This should be used where no probationary period applies.

You must give [INSERT AMOUNT] notice [OPTIONAL – IN WRITING] when terminating your employment with the organisation.

You are entitled to receive the following notice periods when your employment is terminated [OPTIONAL – IN WRITING] by the organisation:

[SELECT FROM THE PARAGRAPHS BELOW AND DELETE AS APPLICABLE]

Under one month’s service – one day.

One month but less than two years’ service – one week.

Two years’ service or more – one week for each completed year of service to a maximum of 12 weeks after 12 years.

 [OR]

Under one month’s service – one day.

One month but less than five years’ service – one month.

Five years’ service or more – one week for each completed year of service to a maximum of 12 weeks after 12 years.

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.
* [insert organisation name] reserves the contractual right to give pay in lieu of all or any part of the above notice period by either party.
* [OPTIONAL] if either you or the organisation serves notice on the other to terminate your employment [insert organisation name] may require you to take “garden leave” for all or part of 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 [insert organisation name].

In the event of dismissal for gross misconduct, we reserve the right to amend our normal notice provisions.

**Return of company property**

On the termination of your employment, you must return all [INSERT ORGANISATION NAME] property, which is in your possession, or for which you have responsibility, by the last day of your employment. This includes, but is not limited to, the following:

* Company documents, books or other written material
* Uniform/s
* keys
* ID/access card
* Company credit card
* Company car.

[OPTIONAL] Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

[OPTIONAL] Deductions will also be made from your final salary payment in relation to any other deduction agreement you have entered into during your employment with the organisation.

**Governing law and jurisdiction**

This contract of employment is governed by the laws of Scotland and any claim/dispute arising from its construction or enforceability will be governed by and in accordance with those laws. This extends to non–contractual disputes or claims.

Each party irrevocably submits that the Courts of Scotland will have jurisdiction over any claims and attempts to resolve all controversies or claims of whatever nature arising from this contract’s construction or enforceability or any breach of it.

**Acknowledgement**

I acknowledge receipt of this document. I have read and understood its contents and accept that it forms part of my Contract of Employment together with [DELETE AS APPROPRIATE – MY OFFER LETTER AND THE EMPLOYEE HANDBOOK/STAFF HANDBOOK]. I will keep myself informed of any changes to its content.

Signed by the employee:

Printed name:

Date:

Signed by:

Printed name and position:

for and on behalf of [insert organisation name]

Date: