

# EMPLOYMENT CONTRACT

SF209

**THIS AGREEMENT** is made **BETWEEN**

(1) \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the 'Employer');

and

(2) \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the 'Employee').

This document sets out the terms and conditions of employment which are required to be given to the Employee under section 1 Employment Rights Act 1996 and which apply at the date hereof.

1. **COMMENCEMENT AND JOB TITLE.** The Employer agrees to employ the Employee from \_\_\_\_\_ in the capacity of \_\_\_\_\_ and/or such other duties as the Employer may reasonably require and that at \_\_\_\_\_ or such other place of business that the Employer may reasonably require.

[No employment with a previous employer will be counted as part of the Employee's period of continuous employment][The employment under this Agreement forms part of a continuous period of employment which began on \_\_\_\_\_].

2. **SALARY.** The Employer shall pay the Employee a salary of £ \_\_\_\_\_ per year by equal [weekly] [monthly] instalments in arrears.

3. **HOURS OF EMPLOYMENT.** The Employee's normal hours of employment shall be \_\_\_\_\_ to \_\_\_\_\_ on Mondays to Fridays [and \_\_\_\_\_ to \_\_\_\_\_ on Saturdays] during which time the Employee may take up to one hour for lunch between the hours of 12pm and 2pm, and the Employee may from time to time be required to work such additional hours as is reasonable to meet the requirements of the Employer's business [at no additional payment][at an overtime rate of £ \_\_\_\_\_ per hour][at the Employer's usual overtime rate].

4. **HOLIDAYS.** The Employee shall be entitled to \_\_\_\_\_ days holiday in \_\_\_\_\_ and \_\_\_\_\_ in each subsequent calendar year at full pay in addition to the normal public holidays. Holidays must be taken at a time that is convenient to the Employer and no more than \_\_\_\_\_ weeks' holiday may be taken at any one time.

5. **SICKNESS.** The Employee shall be paid normal remuneration during sickness absence for a maximum of \_\_\_\_\_ weeks in any period of twelve months provided that the Employee provides the Employer with a medical certificate in the case of absence of more than seven consecutive days. Such remuneration will be less the amount of any Statutory Sick Pay or Social Security sickness benefits to which the Employee may be entitled.

6. **COLLECTIVE AGREEMENTS.** [There are no collective agreements in force directly relating to the terms of your employment][The terms of the collective agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ shall deemed to be included in this Agreement].

7. **PENSION.** [There is no pension scheme applicable to the Employee] [The Employee shall be entitled to join the Employer's pension scheme the details of which are set out in the Employer's booklet/leaflet entitled \_\_\_\_\_ which is available on request]. A contracting-out certificate under the Pension Schemes Act 1993 [is][is not] in force in respect of this employment.

8. **TERMINATION.** The Employer may terminate this Agreement by giving written notice to the Employee as follows:

- (a) with not less than one week's notice during the first two years of continuous employment;
- (b) with not less than one week's notice for each full year of continuous employment after the first two years until the twelfth year of continuous employment; and
- (c) with not less than twelve weeks' notice after twelve years of continuous employment.

The Employer may terminate this Agreement without notice or payment in lieu of notice in the case of serious or persistent misconduct such as to cause a major breach of the Employer's disciplinary rules.

The Employee may terminate this Agreement by \_\_\_\_\_ weeks' written notice to the Employer.

9. **CONFIDENTIALITY.** The Employee is aware that during his/her employment he may be party to confidential information concerning the Employer and the Employer's business. The Employee shall not during the term of this employment disclose or allow the disclosure of any confidential information (except in the proper course of his employment). After the termination of this Agreement the Employee shall not disclose or use any of the Employer's trade secrets or any other information which is of a sufficiently high degree of confidentiality to amount to a trade secret. The Employer shall be entitled to apply for an interdict to prevent such disclosure or use and to seek any other remedy including without limitation the recovery of damages in the case of such disclosure or use.
10. **NON-COMPETITION.** For a period of [ \_\_\_\_ months] [ \_\_\_\_ year(s)] after the termination of this Agreement the Employee shall not solicit or seek business from any customers or clients of the Employer who were customers or clients of the Employer at any time during the \_\_\_\_\_ years immediately preceding the termination of this Agreement.
11. **DISCIPLINE AND GRIEVANCE.** [The Employer's disciplinary rules and the grievance and appeal procedure in connection with these rules are set out in the Employer's booklet entitled \_\_\_\_\_ which is attached hereto.][The Employee should take up with his/her immediate Superior or other Senior member of staff in regard to any difficulty concern or complaint.]
12. **NOTICES.** All communications including notices required to be given under this Agreement shall be in writing and shall be sent either by personal service or first-class post to the Parties' respective addresses.
13. **SEVERABILITY.** If any provision of this Agreement should be held to be invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the Parties and supersedes all prior arrangements and understandings whether written or oral with respect to the subject matter hereof and may not be varied except in writing signed by both the Parties hereto.
15. **GOVERNING LAW.** This Agreement shall be construed in accordance with the Law of Scotland and shall be subject to the exclusive jurisdiction of the Scottish courts.

**SIGNED** by and on behalf of the Employer at \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_

before: Witness \_\_\_\_\_

FULL NAME \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

**SIGNED** by the Employee at \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_

before: Witness \_\_\_\_\_

FULL NAME \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

