



**WRITTEN PARTICULARS OF TERMS OF  
EMPLOYMENT CONSTITUTING A  
CONTRACT OF EMPLOYMENT**

**AND**

**RULES, PROCEDURES & GUIDELINES  
(RPG)**

**«ChristianName» «Surname»**

**February, 2006**

## SYMONDS & SAMPSON

Registered Office: 30 High West Street, Dorchester, Dorset DT1 1UP Tel: 01305 264172

### WRITTEN PARTICULARS OF TERMS OF EMPLOYMENT (s.1 Employment Rights Act 1996) constituting a CONTRACT OF EMPLOYMENT

This statement reflects the particulars of your employment with Symonds & Sampson ("the firm") at the time of writing. Some of the terms (such as basic salary, mileage payments etc.) may be varied from time to time and will be notified to you without a new statement being issued. This statement replaces any previous contract but does not affect any accrued rights or obligations arising therefrom.

#### 1) Name of Employee

«ChristianName» «Surname»

#### 2) Date of Birth

«DOB»

#### 3) Date Employment Started (Date Continuous Employment Started unless otherwise stated)

«StartDate» - «StartComment»

#### 4) Usual place of work

«Office\_Address». You may be required to make excursions from this office in the course of your duties. You may also be required to work from an alternative address, either permanently or temporarily, where this does not involve you in an unreasonable additional journey to work. You will not be required to work abroad.

#### 5) Job Title or Description

«JobTitle». This is a «PermTemp» «FullPart» position. Where appropriate, you should refer to your letter of engagement for details of the duties required of you. You may be required to carry out additional or other reasonable duties not specifically included in this title or description to meet the needs of the business.

#### 6) Remuneration

- a) Your basic salary: «BasicSalary» «SalaryComment»
- b) Salary will be paid monthly on the last working day of the month by credit transfer to your bank account.
- c) Your usual hours of work: «UsualHours». A one hour unpaid break may be taken for lunch, the time to be agreed with your colleagues. We calculate your usual working week to be «HoursPerWeek» per week. «HoursComment»
- d) Additional payments (if any): «AddIPayments»
- e) You will be reimbursed for any reasonable expenses incurred exclusively in connection with the performance of your duties for the firm. You will also be paid for mileage on the firm's business in your own vehicle at the HMRC Approved Rates, currently «MileageRate»
- f) You will not be paid for time taken off without lawful excuse but see Para (13)

#### 7) Holiday Entitlement

- a) In addition to public holidays and any extra days granted by the firm (e.g. at Christmas), you are entitled to «HolidayDays» working days holiday (pro-rata for part-time employees) per calendar year paid at your normal daily remuneration (e.g. annual salary/52 weeks/5 working days = 1/260). All holiday is to be taken within the calendar year (1st January to 31st December) and may not be carried over, unless the firm agrees.
- b) When you start or end work, holiday will accrue according to the proportion of the calendar year worked.
- c) You may not take holiday not yet accrued without specific permission.
- d) At termination of employment, the firm may require that outstanding holiday be taken during your notice period. Except in cases of dismissal for gross misconduct when a payment of £10 will be made in lieu, holiday accrued but not taken will be paid for at the normal rate. Any days taken in excess of the accrued entitlement may be deducted from final pay.
- e) You must take your paid holidays at times convenient to and previously agreed with the employer. Normally no more than 10 consecutive working days (or pro-rata equivalent for part-time employees) may be taken as paid holiday unless expressly agreed.
- f) An extra day's holiday accrues for each full year of employment in excess of 5 years (at 31st December) up to a maximum of 5 extra days.

## **8) Working Rules**

You are expected to know and comply with the rules of conduct set out in the attached Rules, Procedures & Guidelines (RPG) document.

## **9) Duties**

- a) You must carry out those duties that the firm requests of you, so long as they are reasonable and lawful
- b) In addition, while continuing to provide you with your usual remuneration and benefits, the firm may exceptionally require that you only carry out part of your duties or no duties at all and may exclude you from its premises or those of its clients, or from making contact with existing clients, contacts or members of staff.

## **10) Sickness**

- a) Applies to physical and mental sickness, disease, injury or impairment.
- b) The rules and procedures (including entitlement to remuneration) which apply to sickness are set out in the RPG document.
- c) Should you remain unable to fully carry out your duties for a period in excess of six months, the firm retains the right to give notice of termination of employment on the grounds of incapacity.

## **11) Medical Information and Examination**

In exceptional circumstances relating to your employment, the firm may

- a) require you to undergo an examination by a medical practitioner of its choosing, in which case you authorise the disclosure to that practitioner of your medical records and the disclosure to the firm of the results of that examination or
- b) require you to authorise the disclosure to the firm of medical information (e.g. a report) relevant to the performance of your duties at work.

## **12) Pension**

A contributory scheme is not offered although the firm administers a Stakeholder Pension scheme (currently with Bank of Scotland), available for those who have been employed by the firm for three months. A contracting-out certificate under the Pensions Schemes Act 1993 is not in force in relation to this employment.

## **13) Maternity, Paternity and other Family Friendly Rights**

You are entitled to leave and pay in respect of parenthood, maternity and care for dependants as determined by current statute.

## **14) Disciplinary and Grievance Procedures**

These are set out in the RPG document.

## **15) Company Vehicle**

As set out in your letter of employment, the firm may provide you with a vehicle to carry out your duties. The choice of vehicle, and its subsequent replacement or removal, is entirely at the discretion of the firm and no compensation is due to you on changes to, or cessation of, this provision. The conditions of use are set out in the RPG document.

## **16) Notice of Termination**

- a) You are required to give a minimum of «Notice» notice to terminate your employment, that notice to be given in writing.
- b) Excepting dismissal on the grounds of gross misconduct or unless otherwise stated in your letter of engagement in relation to a trial or probationary period, you will be entitled, after one month's employment, to receive «Notice» notice of termination from the firm «AddlNotice». However, the firm reserves the right to terminate your employment without notice and make you a payment in lieu of notice.
- c) You may be required to take any accrued holiday entitlement during your period of notice.

## **17) Retirement**

If you are still working for the firm at that time, your employment will as a general rule automatically cease (i.e. without notice) at the end of the month in which you reach the age of 65 (or such later date, or none, as the law requires), unless you are specifically requested, in writing, and agree, to continue. The firm will formally consider requests from employees to continue working beyond that date.

