

Statement of Terms and Conditions of Employment

Statement of terms and conditions of employment

This Statement dated sets out the main terms and conditions of your employment in accordance with the Employment Rights Act 2025, which together with your offer letter and Employee Handbook form the terms and conditions of your employment with *Southwell Town Council* referred to as "the Town Council").

Employee

[Insert employee's full name].

[Insert employee's current home address].

Job title

You are employed as [insert job role] and your duties will be as outlined in the attached job description. The Town Council may amend your duties from time to time, and, in addition to your normal duties you may from time to time be required to undertake additional or other duties as necessary to meet the needs of the business.

Commencement of employment

Your employment began on [insert date]. No previous employment counts as part of your period of continuous employment.

[OR]

Your employment began on [insert date]. Your previous employment with *Southwell Town Council* counts as part of your period of continuous employment, which therefore began on [insert date].

[OR]

Your employment began on (insert date).

The Town Council recognises previous Local Government service for the purpose of calculating some employee benefits. Your continuous Local Government service date is (insert date).

The employee benefits that your Local Government service applies to are:

- Sick pay
- Annual leave
- Maternity/ Adoption/Paternity/Parental Leave
- Redundancy payments

Right to Work and Criminal Records and Disclosure

Your appointment is conditional upon the Town Council receiving and maintaining a satisfactory Right to Work proof and Disclosure and Barring Service (DBS) check at the level required for the role. You therefore agree to provide all information and documentation necessary to prove your Right to Work and obtain and renew DBS

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Commented [L1]: This clause manages Local Government service. Please check for gaps in employment to establish eligibility



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clearance and understand that continued employment is dependent upon maintaining right to work and DBS clearance throughout the duration of employment.

If you have conditional or fixed term leave to live and work in the UK, you must keep the Town Council informed of any updates in your visa eligibility and should understand that if your visa expires, you will not longer be eligible to work and your contract of employment terminated from the date of expiration of your Right to Work.

You must immediately disclose to the Clerk and Town Council HR Committee any arrest, charge, caution, investigation, pending prosecution, conviction, or other criminal matter that arises during employment, whether or not it is related to your duties, with the exception of fixed-penalty parking offences or minor speeding offences not resulting in disqualification. This obligation applies to both new matters and developments in existing cases.

Failure to obtain or maintain satisfactory DBS clearance, or failure to disclose relevant criminal matters as required under this clause, may be treated as a disciplinary matter and may result in termination of employment.

Probationary period

Your employment is subject to your satisfactory completion of a 13 week probationary period. The Town Council reserves the right to extend this period at its discretion.

The Town Council will assess and review your work performance during this time and reserves the right to terminate your employment at any time during the probationary period.

During the first month of your probationary period, employment may be terminated without notice. Thereafter, until the satisfactory completion of your probationary period, including extensions to it, employment may be terminated by either side giving notice of one week.

Further details of notice to terminate your employment are set out later in this Statement.

You should not consider that your probationary period has been satisfactorily completed until you have received written confirmation from the Town Council.

Other employment

It is a condition of your employment that apart from your work within the Town Council, you do not engage in any other employment or engage in any profession, trade or business, directly or indirectly, without the Town Council's prior written consent.

Permission will not be withheld unless the other employment or activity has, or could be anticipated to have an adverse effect on the Town Council; or your ability to carry out your work; or if it would create a conflict of interests in relation to your responsibilities to the Town Council.

Commented [L2]: Kraft HR recommends that an initial probation period of 3 months is applied. Remember that anyone with 6 months service from 1st January will be entitled to make a claim to tribunal. It is advised to hold probation review meetings regularly through the probation period and if there are concerns, extend to no longer than 5.5 months service to ensure the process can be concluded prior to the 6 month service mark.



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Devote full time to the Town Council

You must devote the whole of your time, attention and abilities during the hours of work for the Town Council to your duties for the Town Council and may not in any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work for the Town Council.

Place of work

Your usual place of work is at **[The Old Courthouse, Burgage, Southwell]**. Working from home is only permitted on a temporary basis by prior arrangement with the Clerk; permanent home working arrangements must be approved in advance following consultation with the Town Council HR Committee.

Grounds staff will have their central base at the Old Courthouse, Burgage, Southwell and be expected to travel the areas around the town to undertake their duties and responsibilities.

Mobility

The Town Council reserves the right to ask you to work, on either a temporary or a permanent basis, at any future premises or location of the Town Council within a reasonable travelling distance of your normal place of work, to meet the needs of the Town Council.

The nature of your employment requires you to travel within a 25 mile radius of this address, to meet the needs of the Town Council.

Working abroad

The nature of your employment does not require you to work outside the United Kingdom.

Training entitlements [Select from the paragraphs below and delete as applicable]

The Town Council will fund the following training for you, which you are required to undertake:
[insert details]

You are also entitled to take part in various training courses which the Town Council may provide, or may arrange provision of via an external provider, from time to time. More information on the types of training available are available from your line manager.

In addition, at the Town Council's sole discretion, the Town Council may fund any necessary training relevant to the successful achievement of your role.

Hours of work

Your normal hours of work are **[insert details]**. In addition to your normal hours of work, you are required to work any necessary additional hours for the proper performance of your duties.

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Commented [L3]: Do you have mandatory training on things such as GDPR, Equality & Diversity, H&S and Sexual harassment?



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(Optional) Fixed days and times of work

Your normal days and hours of work are:

Monday	.....am to	pm
Tuesday	.....am to	pm
Wednesday	.....am to	pm
Thursday	.....am to	pm
Friday	.....am to	pm
Saturday	.....am to	pm
Sunday	.....am to	pm

You will be required to work hours on evenings, weekends, public holidays or at other times outside your normal hours of work to attend Council meetings and Events as part of the annual programme.

Overtime

You may be required to work overtime or additional hours when authorised in advance and as necessitated by the needs of the business. The rate of overtime will be confirmed with reference to the NJC guidance for overtime in accordance with your pay grade.

Break entitlement

If you work more than six consecutive hours per day, you are entitled to a daily 20-minute unpaid meal break by arrangement and at times convenient to the Town Council.

[OR]

You are entitled to a daily [insert amount of time] unpaid meal break.

Commented [L4]: It is not clear from the contract or the handbook the arrangements for breaks. I can update this once provided

Remuneration

Your salary is currently £[amount] per [delete as appropriate – hour/week/month/year] to be paid monthly on the 15th day of each month by credit transfer, in arrears/part in arrears and part in advance].

Commented [L5]: I'm not clear on whether the pay date is in advance and arrears?

Any changes to your pay as a result of the Town Council's annual salary review in December will be confirmed to you in writing and effective from 1st January. Your pay may be subject to increments which may be delayed or accelerated at the Town Council's discretion. You should not expect an annual increase to your pay.

Holidays

Your holiday year begins on 1st April and ends on 31st March each year, during which you will receive a paid holiday entitlement of 26 days pro rata, exclusive 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.

Once you have reached 5 years continuous service with the Town Council, your annual leave entitlement will increase to 31 days pro rata.

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

[AND/OR]

Where overtime has been worked holiday pay will be accrued at a rate of 12.07% of the hours worked.

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.

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.

The Town Council may consider permitting untaken leave to be carried over from one leave year into the next. This will only be considered when you have taken all of your statutory minimum entitlement in that holiday year and will not exceed 5 days leave (pro rata).

All periods of annual holiday must be authorised in advance by management/the Hr Committee.

You must not make firm annual holiday arrangements prior to receiving confirmation from management that your request has been authorised.

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 the Clerk and HR Committee.

You should give at least 2 weeks notice of your intention to take holidays of a week or more; 3 days 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.

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Commented [L6]: Please note that this entitlement includes bank holiday entitlement. We recommend that entitlement is expressed in weeks (not days or hours). So a basic entitlement of 25 days plus bank holiday would be 33 days or 6.6 weeks.

Commented [L7]: Please review your holiday pay policy and your position regarding holiday payment on overtime. Please contact Kraft HR for advice if you are unsure.

Commented [L8]: Calculation Basis:
The percentage is derived from the statutory entitlement of 5.6 weeks of holiday per year for full-time workers. This is equivalent to 12.07% of the total hours worked in a year (5.6 weeks / 46.4 weeks = 12.07%)

Application:
To calculate holiday pay, you multiply the total hours worked by 12.07%. For example, if a worker has worked 100 hours in a pay period, their holiday entitlement for that period would be 12.07 hours

Purpose:
This method ensures that workers with varying hours receive a fair proportion of holiday pay based on the hours they actually work



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If you take unauthorised annual holiday you will be subject to disciplinary action.

The Town Council may require you to reserve a specified amount of annual holiday entitlement to be taken at a time set by the Town Council, depending on the needs of the business. You will be given as much notice as possible of such a requirement. If the needs of the Town Council change and you are no longer required to reserve the annual holiday for such purposes, you will be informed of this and will be able to take this period of annual leave at any time.

The Town Council may require you to take all or part of any outstanding holiday entitlement and reserves the right not to provide you with advance notice of this requirement.

Public holidays

As part of your holiday entitlement, you are entitled to a maximum of **8 public holidays each year, pro rata.**

The public holidays that are recognised are as follows:

- New Year's Day
- Good Friday
- Easter Monday
- Early May bank holiday
- Spring bank holiday
- Summer bank holiday
- Christmas Day
- Boxing Day

The Town Council also recognises 2 additional statutory days (pro rata) which will either be announced in advance or added to annual leave entitlement for the year.

You should note that these public holidays form part of your annual holiday entitlement.

You may be required to work during recognised public holidays, depending on the needs of the business. You will be given as much notice as possible of such a requirement.

If you are required to work on a recognised public holiday, you will be entitled to receive the equivalent time off in lieu for the hours worked.

Where you are entitled to receive time off in lieu for working on a public holiday, this must be agreed in advance with your manager, and taken at a time convenient to the business.

During periods of sick leave, you will be paid for public holidays as part of your sick pay. You are not entitled to a day off in lieu when you return.

Other paid leave

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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
- Neonatal Leave

The Town Council's rules relating to paid leave and pay whilst on such leave are set out in the employee handbook.

Sickness absence

You are required to notify the Town Council as soon as possible of your sickness absence and the reasons for it. You should do this personally at the earliest opportunity to the Clerk and by no later than your start time on the first day of your absence. Failure to do so may result in disciplinary action.

The rules relating to the notification and payment of absence due to sickness or injury are set out in the Employee Handbook.

Occupational sick pay

The Town Council operates a Sick Pay Scheme which provides for payment in addition to Statutory Sick Pay (SSP).

The following provisions set out your contractual sick pay entitlement. You should clearly understand, however, that when payment of contractual sick pay is made this is inclusive of any SSP entitlement, i.e. you are not entitled to both. Your entitlement to occupational sick pay commences after 4 month's service.

Your entitlement to Occupational Sick Pay is set out in the table below. Following exhaustion of Occupational Sick Pay, Statutory Sick Pay only will be payable. Any increase to the duration of the Town Council Sick Pay scheme will be made at the discretion of the Town Council and on an individual basis.

	Full Pay	Half Pay
Less than 4 months continuous service	0	0
4 months to 12 months continuous service	1 month	2 months
During second year of service	2 months	2 months
During third year of service	4 months	4 months
During fourth and fifth years of service	5 months	5 months
After 6 year's continuous service	6 months	6 months

It is a condition of your employment that you notify the Town Council of all other paid or unpaid employment or work that you undertake during periods of sickness absence from

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the Town Council, this includes unpaid or voluntary work. You must not work for another employer at the same time as being absent from your employment with the Town Council, unless this work has been pre-approved as being therapeutic to your recovery. If you fail to declare your paid or unpaid work during periods of sickness absence, this will be considered under the Town Council disciplinary policy and could be considered as gross misconduct.

The calculation of Practice sick pay will take into account any previous payments of Practice sick pay made in the 18 months immediately prior to the first day of the current sickness absence.

The service length qualification will be calculated in respect of your service length on the first day of the absence.

Payment of Occupational or Statutory sick pay will not be made unless the Town Council procedures relating to the notification and certification of absence have been fully complied with.

Occupational sick pay will not be paid where the sickness is for cosmetic purposes or where the sickness or injury arises from cosmetic treatment.

Any Social Security sickness benefits (such as incapacity or invalidity benefits) which employees may be entitled to should be claimed. All payments received must be notified to the Town Council, and will be deducted from sick pay entitlement.

In the event of the Town Council paying Occupational Sick Pay for any period of absence in respect of illness or injury caused by the fault or negligence of a third party, such payments shall be a loan only, refundable to the Town Council from any successful claim for damages.

The rules of the Town Council Sick Pay Scheme do not imply that termination of employment may not take place prior to the payment of Occupational Sick Pay being exhausted.

Sick pay

You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the statutory qualifying conditions.

The Town Council's rules relating to sickness absence are set out in the employee handbook available from the Clerk.

Pension

The Town Council will comply with the employer pension duties applicable to your employment under Part 1 of the Pensions Act 2008. Where applicable, you will be provided with further details in writing of the pension arrangements applicable to you other than those associated with the Local Government Pension Scheme, noted below. Further details of the pension arrangements can be obtained from the Clerk.

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You will be entitled to be a member of the Local Government Pension Scheme subject to its terms and rules, which may be amended from time to time. Pensionable pay will include basic salary and any other pay expressly agreed to be pensionable under the Scheme rules.

Non-compulsory retirement

The Town Council has no fixed retirement age. The Town Council acknowledges that retirement is a matter of choice for individuals and will not pressurise any employee into resigning because they have reached or are approaching a certain age. You are free to retire whenever you choose and to seek alternative roles or working patterns. However, in the event that you have decided to retire you are required to give the Town Council as much notice as possible, giving at least the notice detailed later in this Statement.

Benefits

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

Collective Agreements

There are no Collective Agreements affecting the terms of your employment.

Changes to Terms of Employment

The Town Council reserves the right to make any reasonable changes to your terms and conditions of employment on written notice.

Any minor changes will take effect from the date of the notice or any other date as specified. A minor change could include:

- Minor updates to the job description, such as adjusting the job title or reflecting agreed objectives from the performance appraisal
- Changing work location within a within a reasonable travelling distance of your normal place of work, (up to and including 5 miles)
- Increasing notice period for resignation
- Updating policies referenced in the contract
- Increasing rate of pay
- Incorporating statutory changes into the contract

In respect of more significant contractual changes, these will only be made after employee consultation and with a minimum of one month's written notice. A significant contractual change could include:

- Changing job role responsibilities;

- Any change to your work location that exceeds a reasonable travelling distance from your current place of work (over 5 miles);
- Reducing or increasing working hours, where this change has not been requested by you;
- Amending contractual sickness pay;
- Reducing rate of pay;
- Reduction or abatement of any other contractual benefit

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.

Confidential information shall not be uploaded or input into any external application, software, or platform not authorised by the Town Council.

You shall make yourself aware of the Town Council's policies in relation to compliance with the General Data Protection Regulation and the Data Protection Act 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 Town Council 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.

Grievance procedures

The Town Council 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 appropriate to 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 *the Clerk, or, if the grievance pertains to the Clerk, the HR Committee.*

Should you be dissatisfied with the outcome of the formal grievance procedure, you may appeal it in writing to the Chair of the Council.



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Further details of the Grievance Procedure are set out in the Employee Handbook. You should note that the grievance procedure is intended as a guide to the manner in which the Town Council will manage grievances and does not form part of your contract of employment.

Disciplinary procedure

The Town Council's Disciplinary Procedure is set out in the Employee Handbook. You are strongly advised to familiarise yourself with it.

You should note that the Town Council's Disciplinary Procedure is intended as a guide to the manner in which the Town Council will manage misconduct and underperformance and does not form part of your contract of employment.

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.

Should you be dissatisfied with any decision to take action against or dismiss you, you may appeal in writing to the Chair of the Council.

Suspension

The Town Council's procedures and rules relating to suspension, including the treatment of pay and sickness absence during any period of suspension, are set out in the Employee Handbook.

If you are absent due to sickness during any period of suspension, sick pay (where eligible) will take precedence over any suspension pay. Further details of the Town Council's procedures relating to suspension, sickness absence and pay arrangements are set out in the Employee Handbook.

Deductions

You agree that the following deductions from your pay will be made for the following costs incurred by the Town Council in relation to your employment. The Town Council expressly reserves the right to make these deductions:

- any fines, penalties or losses sustained during the course of your employment and which were caused through your conduct, carelessness, negligence, recklessness or through your breach of the Town Council's rules or any dishonesty on your part;
- any damages, expenses or any other monies paid or payable by the Town Council to any third party for any act or omission by you, for which the Town Council may be deemed vicariously liable on your behalf;
- the costs of any personal calls made by you on Practice telephones, without prior authorisation from the Town Council;
- on termination of employment, any holiday pay paid to you in respect of holiday granted in excess of your accrued entitlement;

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- any other sums owed to the Town Council by you, including, but not limited to, any overpayment of wages, outstanding loans or advances, or relocation expenses;
- the cost of external training or exam fees accrued in the 6 months prior to termination;
- any deductions otherwise entitled under this contract;
- where you have entered into a separate agreement with the Town Council, any outstanding costs detailed in the agreement.

You authorise the Town Council to make any such deductions from any and all monies owing to you by the Town Council.

Data protection

The Town Council collects and processes certain types of data about you and does so in line with the General Data Protection Regulation and the Data Protection Act in force from time to time. Please read the Town Council's Privacy Notice which is *[delete as appropriate – attached to this document/on the Town Council's intranet]* for more information about the types of data processed and the reasons for the processing.

You shall make yourself aware of the Town Council'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

Upon successful completion of your probationary period, you must give 1 months notice in writing when terminating your employment with the Town Council.

You are entitled to receive the following notice periods when terminating your employment: *(Amend as appropriate, not giving less notice than specified)*

Less than one months' service	No notice
After 1 months' service and before completion of probation	1 week
End of probationary period but less than five years' continuous service	One month
Five years' continuous service or longer:	One week for each complete year of service up to a maximum of 12 weeks after 12 years' service.

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;

- You are not permitted to undertake any other form of employment, whether paid or unpaid, during the notice period, without the Town Council's prior written permission;
- the Town Council reserves the contractual right to give pay in lieu of all or any part of the above notice period by either party;
- if either you or the Town Council serves notice on the other to terminate your employment the Town Council 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 written authorisation from the Town Council.

In the event of dismissal for gross misconduct, we reserve the right to amend our normal notice provisions. In the event of dismissal for gross misconduct, payment for holiday accrued but not taken will be paid at the statutory entitlement only.

Notice served by the employer will be deemed to have taken effect from the date on which the letter confirming termination is recorded as having been delivered to you in person, or your home address whichever the sooner.

Failure to work notice without good cause or leave with immediate effect may be required to compensate the Town Council for expenses incurred in finding a replacement and securing a temporary person or overtime in order to complete work in the notice period. Payment for these expenses will be deducted from final pay.

Return of Town Council property

On the termination of your employment you must return all our 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:

- Documents, books or other written material;
- keys;
- ID/access card and uniforms;
- Issued IT and associated equipment and phones;

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

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 Town Council.



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Governing law and jurisdiction

This contract of employment is governed by the laws of **England and Wales** 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 **England and Wales** 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. I confirm that I have been given access to the non-contractual staff handbook/workplace policies and understand that it is my responsibility to read this and seek any support that may be required for me to understand these documents. I will keep myself informed of any changes to their content.

Signed by the employee:

Printed name:

Date:

Signed by:

Printed name and position:

for and on behalf of *Southwell Town Council*]

Date: