



STATEMENT OF TERMS OF EMPLOYMENT

DATE/...../20.....

Dear [Insert Employees Name]

This is a statement of the terms of your employment as required by section 1 of the Employment Rights Act 1996.

EMPLOYER:[Insert Name] of
.....
.....[Insert Address]

EMPLOYEE:[Insert Name] of
.....
.....[Insert Address]

1. COMMENCEMENT OF EMPLOYMENT

1.1 Your employer is (“Employer”). Your employment with the Employer commences/commenced [Delete as Applicable] on/...../ 20..... [Insert Date].

1.2 [TICK AS APPROPRIATE]

No employment with a previous employer counts towards your period of continuous employment with the Employer.

OR

Your employment with [Insert Name] which commenced on/...../ 20..... [Insert Date] counts towards your period of continuous employment with the Employer.

2. JOB TITLE

- 2.1 You are employed as [Insert Job Title] and you will report to [Insert Name].
- 2.2 You may be required to undertake other duties from time to time as the Employer reasonably requires.
- 2.3 You confirm that you are legally entitled to work in the UK. Where you work in the UK under a work permit or other immigration document you will notify the Employer immediately if you cease to be entitled to legally work in the UK at any time during your employment.

3. PLACE OF WORK

- 3.1 Your normal place of work is [Insert Address] or such other place as the Employer may reasonably determine.
- 3.2 You may be required to work outside the UK for more than one month per year during the term of your employment.

4. REMUNERATION

- 4.1 Your gross basic salary is £..... [Insert Amount] per week/per month/per year [Delete as Applicable] ("Basic Salary") and is payable to you monthly/weekly [Delete as Applicable] in arrears on or about the day [Insert Date of Month] of each month or other such date as you are notified from time to time. Your remuneration will be paid either by: direct debit into your bank account/by cheque/by cash/other [Delete as Applicable] less statutory deductions.
- 4.2 [TICK AS APPROPRIATE]
 - In addition to your Basic Salary the Employer will provide you with reasonable serviced accommodation of a standard to be discussed and agreed with the Employer.
 - In addition to your Basic Salary you may receive upkeep of an amount to be discussed and agreed with the Employer for [Insert Number] horses.

5. HOURS OF WORK AND RULES

5.1 You will work a day week [Insert Number] and your normal hours of work are between [Insert Time] and [Insert Time], with a lunch break of one hour. You may be required to work such additional hours as are necessary for proper performance of your duties, including any such hours which exceed the maximum weekly working time limit of 48 hours imposed by the Working Time Regulations 1998 or any re-enactment thereof and by signing this statement you freely assent to this. If you wish to terminate your agreement to work in excess of the 48 hour average limit, you are required to give the Employer 3 months' written notice of your intention to do so.

5.2 [TICK AS APPROPRIATE]

You shall be paid for all hours worked outside your normal working hours at the rate of £..... [Insert Number] per hour.

6. HOLIDAYS

6.1 You are entitled to [Insert Number] days' holiday during each holiday year. The Employer's holiday year runs between [Insert Month] and [Insert Month]. In addition you are entitled to take the usual relevant public holidays. You will be paid your Basic Salary during such holidays. If your employment commences part way through the holiday year, your holiday entitlement during your first year of employment shall be calculated on a pro-rata basis, rounded up to the nearest whole day.

6.2 All holidays must be agreed in advance with the Employer and you shall give notice of at least [Insert Number] days/weeks [Delete as Applicable] notice before the proposed start date of holiday. No more than [Insert Number] days' holiday may be taken at any time unless permission is given by the Employer.

6.3 You are not entitled to carry over any holiday into the next holiday year.

6.4 On termination of your employment you shall be entitled to be paid in lieu of holiday accrued but not taken as at the termination.

6.5 If you have taken more holiday than your accrued entitlement at the date of termination of your employment, the Employer shall be entitled to deduct the appropriate amount from any payments due to you (which deduction shall be on the basis that each day of paid holiday is equal to 1/260 of your salary).

7. PENSION

7.1 [TICK AS APPROPRIATE]

The Employer has no pension scheme applicable to your employment.

There is no entitlement to pensions benefit in relation to your employment, however, you shall be provided with access to a designated stakeholder pension scheme. For the avoidance of doubt, the Employer does not make any contributions to such stakeholder scheme.

You are entitled to become a member of the [Insert Name] Pension Scheme, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time. Full details of the scheme are available from [Insert Details].

8. SICKNESS ABSENCE

8.1 If you are absent from work for any reason, you must notify the Employer of the reason for your absence as soon as possible but no later than [Insert Time] on the first day of absence.

8.2 For all absences lasting 7 or fewer calendar days, you must complete a self-certification form on return from such absence.

8.3 For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor's certificate stating the reason for absence must be obtained at your own cost and supplied to the Employer. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

8.4 In the event of your absence due to sickness, you agree to consent to a medical examination (at the Company's expense) by a doctor nominated by the Employer should the Employer so require.

You agree that any report produced in connection with any such examination may be disclosed to the Employer and the Employer may discuss the contents of the report with the relevant doctor.

- 8.5 If you are absent from work and provided you comply with the requirements set out above, we shall pay you your basic salary during any period or periods of absence on medical grounds for up to a maximum period of [Insert Number] days (consecutively or in aggregate) in any 12 month period (“Employer Sick Pay”) starting..... [Insert Number] days/weeks [Delete as Applicable] after the commencement of your sickness absence. Payment of Employer Sick Pay pursuant to this paragraph shall be made less any award of Statutory Sick Pay to which you may be entitled.
- 8.6 The Employer reserves the right to withhold payment of Employer Sick Pay if you fail to comply with the provisions of this Clause.

9. TERMINATION AND NOTICE PERIOD

- 9.1 The length of written notice required from you to terminate your employment shall not be less than [Insert Number] weeks/months [Delete as Applicable].
- 9.2 The length of written notice required from the Employer to terminate your employment shall be not less than [Insert Number] weeks/months [Delete as Applicable].
- 9.3 The Employer shall be entitled to dismiss you at any time without notice in the event of gross misconduct.
- 9.4 The Employer's automatic retirement age is currently age 65 years.

10. DISCIPLINARY AND GRIEVANCE PROCEDURES

Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are available from [Insert Details]. These procedures do not form part of your contract of employment.

11. CONFIDENTIAL INFORMATION

11.1 You shall not use or disclose to any person either during or at any time after your employment with the Employer, any confidential information about the business or affairs of the Employer or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment including race times and other information that may be of commercial use to a competitor of the Employer or third party. For the purposes of this clause, confidential information means any information or matters which are not in the public domain and which relate to the business or affairs of the Employer or its business contacts.

11.2 The restrictions in this Clause do not apply to:

- a) prevent you from making a protective disclosure (also known as whistle blowing) within the meaning of Section 43A of the Employment Rights Act 1996; or
- b) any use or disclosure that has been authorised by the Employer, or is required by law.

12. EMPLOYER PROPERTY

12.1 All documents, manuals, clothing, equipment, tools, accommodation provided for your use by the Employer, and any data or documents (including copies) produced, maintained or stored by the Employer, remain the property of the Employer.

12.2 Any Employer property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to the Employer at any time on request and in any event prior to the termination of your employment.

12.3 You may not remove any confidential information from your place of work, unless you seek prior authorisation from the Employer to do so.

13. DATA PROTECTION

You acknowledge and agree that the Employer is permitted to hold personal information about you as part of its personnel and business records and may process this information for personnel, employment and administrative purposes. You hereby authorise the Employer to process personal data (including/without limitation), sensitive personal data, and disclose such

information to third parties where it is required for the proper conduct of the Employer's business.

14. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. No person other than you and the Employer shall have any rights under this agreement and this agreement shall not be enforceable by any person other than you and the Employer.

15. GOVERNING LAW

This contract is governed by Scottish Law and is subject to the jurisdiction of the courts of Scotland.

Please indicate your acceptance of these terms by signing both copies of this statement and returning them to the Employer. One copy of the statement shall be returned to you upon signature by the Employer.

Yours sincerely,

..... [Employer to Sign]

I agree to the above terms

..... [Employee to Sign]

*Disclaimer – This contract draft has been created by the British Grooms Association with the advice of Morrish Solicitors LLP
Neither party takes any responsibility for its use in any situation.*

SCHEDULE 1

For the purposes of this clause the following words have the following meanings:

"Employer's Goods" means any product or service researched into, developed or sold by the Employer with which your duties were materially concerned during the 12 months immediately preceding the Termination Date;

"Employer's Services" means any services supplied by the Employer with which your duties were materially concerned during the 12 months immediately preceding the Termination Date;

"Confidential Information" has the meaning given to it in clause 11.1;

"Customer" means any person, company or other organisation to whom or which the Employer has sold or supplied (or contracted to do the same) Employer's Goods or Employer's Services during the two years immediately preceding the Termination Date and with whom or which, during such period you had personal dealings;

"Prospective Customer" means any person, company or other organisation with whom or which the Employer shall have had discussions regarding the possible sale or supply of Employer's Goods or Employer's Services during the 12 months immediately preceding the Termination Date and with whom or which, during such period you shall have had personal dealings;

"Restricted Services" means any services of the same type or materially similar to Employer's Services;

"Restricted Period" means the period of 3 months immediately following the Termination Date;

"Supplier" means any supplier, agent, distributor or other similar person who during the Relevant Period was regularly dealing with the Employer and with which you had material dealings in the course of your employment; and

"Termination Date" means the date of termination of your employment (howsoever arising).