

Contract of employment

This statement lists the terms and conditions ('particulars') of your employment with us as of [date] which are required to be given to you under the Employment Rights Act 1996. This replaces any previous versions.

Written statement of your employment particulars

Names of the employee and employer

You, [full name of employee], are a permanent employee of [company].

Start date and continuous employment

Your employment started on [date employment started]. Your previous employment does not count as part of a period of 'continuous employment' (working for the same employer without a significant break).

Or

Your employment started on [date employment started] and will end on [date employment ends]. Your previous employment does not count as part of a period of 'continuous employment' (working for the same employer without a significant break).

Factors beyond our control affecting future employment

We may not be able to guarantee to provide you with continuous employment for your contractual hours worked in every month. If a situation arises where we must consider putting you on short-time working or laying you off because we do not have enough work for you, we will pay you your basic salary for up to one calendar month, unless the lay-off is caused by industrial action within [company]. This guarantee will apply instead of the statutory minimum guarantee payment.

Job title

You are employed as a [job title].

Your responsibilities are set out in the job description attached to this statement. Your job description will be regularly reviewed and may be amended by us. In addition to duties set out in the job description, you may be required to undertake additional or other reasonable duties as necessary to meet the needs of our business.

Your current pay

Your pay is [£XXX yearly], which may be reviewed periodically at our discretion. If you are promoted or your job changes, we may review your salary either immediately or after an agreed probationary period in the new job. The duration will be by mutual agreement.

You will be paid on or around the 22nd of each calendar month. Your pay will be remitted directly into your nominated bank account and is subject to deductions, where appropriate, for Income Tax, National Insurance and other deductions authorised by you, such as pension scheme contributions.

Place of work

Your normal place of work and the address of your employer is [address].

Or

Your normal place of work and the address of your employer is [address]. However, you are also permitted to work from your home address. You are not expected to work outside the UK.

Or

Your normal place of work and the address of your employer is [address]. However, you are permanently based offsite and work from your home address. You are not expected to work outside the UK.

Working hours

Your normal working hours and days are [X:XXam to X:XXpm, XXX to XXX] each week with a daily unpaid lunch break of [30 minutes or 1 hour] or no lunch break.

Note – the option to have no lunch break should only be given when working under 6 hours a day.

Holiday entitlement

Note – full time employees are entitled to 25 days holiday per year (plus all bank holidays), increasing to 28 days per year (plus all bank holidays) after 3 years, as standard. This is pro rata for part time employees.

Your holiday entitlement is [XX] paid days of holiday plus [X] bank holidays in a full year, accrued proportionately for each full calendar month worked. The holiday year begins on 1st January and ends on 31st December. After 3 years' service your holiday entitlement will increase from [XX] to [XX] paid days of holiday plus [X] bank holidays in a full year. We will write to confirm your holiday entitlement at the beginning of each new holiday year.

When you join or leave employment part way through a calendar year, your holiday entitlement will be calculated proportionately. The following formula shows how to calculate the number of

paid days of holidays you are entitled to if you leave employment part way through the calendar year:

$$\text{Yearly entitlement} \times \text{full months worked} \div 12$$

Remember to subtract the number of holiday days you have already taken in that year.

For example, if 5 full months are worked and you would normally have 25 days paid holiday (ignoring bank holidays) the calculation is:

$$25 \times 5 \div 12 = 12 \text{ (rounded up), then subtract 5 days already taken} = 7 \text{ (rounded up)}$$

If you have already taken more paid holiday than you are entitled to when you leave employment part way through the year, we will deduct the appropriate payment from your final pay.

If you have not taken all your paid holiday entitlement when you leave employment, you will be entitled to receive the appropriate payment in your final pay. Alternatively, we may release you early from your contractual notice period to enable you to use your remaining paid holiday entitlement, depending on the needs of the business. We will only consider making a payment to you in lieu of your untaken holiday if you are leaving employment, or in very exceptional circumstances. You should never think of your unused holiday entitlement as a potential source of extra pay.

If we miscalculate or otherwise give you too much paid holiday in excess of your actual entitlement in any year, we will deduct the excess days from your holiday entitlement in the following year(s), subject to ensuring you have the minimum statutory holiday entitlement. This condition of your employment is not meant to give you flexibility to exceed your annual holiday entitlement; it is designed to cover any errors, howsoever caused.

If you have used up all your holiday entitlement you can ask for permission to take unpaid leave. You cannot take unpaid leave unless we agree it first.

We usually close our office between Christmas and the New Year bank holidays. You will be expected to set aside enough of your paid holiday entitlement to cover the days of closure, or agree to take unpaid leave, as appropriate.

Except for bank holidays, you must always seek permission before you can take paid holiday. Your holiday requests must be made by email and we will keep a record of them; please refer to the Company Handbook for full guidance on requesting holiday.

Other benefits

Please refer to the Company Handbook for details of any additional rewards or benefits, which are given at our discretion and are subject to change.

Absence and sick pay

If you're absent from work for any reason, you must inform us via our attendance inbox before 9am on each day of absence.

For absences of 7 days or less, you can self-certify. Upon your return to work, you will be sent a self-certification form to complete and return as soon as possible. For absences of 7 consecutive days or more (including non-working days), you must get a medical certificate or fit note from your doctor. All absences will be added to your employment record.

Sick pay

You are entitled to Statutory Sick Pay (SSP) if you're not able to work due to sickness or injury ('incapacity'). SSP is payable after the first 3 days, for up to a maximum of 28 weeks. If you have regular periods of sickness, they may count as "linked". To be linked, the periods must last 4 or more days each or be 8 weeks or less apart.

Any payment over and above SSP will be made at the Managing Director's discretion and will be determined on a case-by-case basis. If you are absent due to incapacity, then your absence will be noted as such in our records. You will not be permitted to classify your absence as flexi-time and make it up by working extra hours later when you return to work.

If you are absent for less than 13 weeks in any one year, your holiday entitlement will not be affected. If your absences exceed 13 weeks in any one year, your holiday entitlement will be reduced. For every two weeks of absence after 13 weeks, you will lose one day's paid holiday entitlement.

If you are absent on a bank holiday, you will be treated as having had the statutory holiday. However, if you are absent during any period of pre-booked holiday we will, subject to the correct notification and certification, rebate your annual leave entitlement for that period. You must follow the absence reporting procedure and provide us with the relevant certification covering the period of incapacity.

You may wish to consider protecting yourself against any drop in income caused by your incapacity to work by insuring yourself with a private income benefit insurance policy.

Other paid leave

You may be eligible for statutory paid leave, including:

- Maternity leave
- Paternity leave
- Surrogacy leave
- Adoption leave
- Parental leave

- Shared parental leave
- Parental bereavement leave

During these different types of leave, you will be paid in line with statutory requirements.

You may be eligible for additional paid leave, including:

- Study leave
You will be entitled to paid study leave for one day prior to the exam and the full day of the exam. This is on the basis that it is an approved professional qualification relevant to your role with the firm
- Jury service and court attendance
We support public service and will financially support you during this period. The court will send you a 'Loss of Earnings' form which you should complete and return to the court with a copy to us. We will make up any gap between any payment you receive from the court and your normal pay for up to 10 working days

You may be eligible for unpaid leave, including:

- Unpaid parental leave
You're entitled to take unpaid leave to look after your child's welfare, e.g. to:
 - spend more time with your children
 - look at new schools
 - settle children into new childcare arrangements
 - spend more time with family, such as visiting grandparents

You're entitled to 18 weeks' leave for each child and adopted child, up to their 18th birthday. The limit on how much parental leave each parent can take in a year is 4 weeks for each child. You must take parental leave as whole weeks rather than individual days, unless your child is disabled. You don't have to take all the leave at once.

Further information can be found in the Company Handbook.

Pension arrangements

If you're eligible, we'll automatically enroll you into our occupational pension scheme in accordance with our obligations under Part 1 of the Pensions Act 2008. If you do not opt out of automatic enrolment, full details of the scheme will be provided once you join, including the minimum contribution level that you will be required to make.

While participating in the scheme, you agree to employee pension contributions being deducted from your basic net annual salary (payable monthly). The scheme is subject to its rules, which may be amended from time to time, and we may replace the scheme with another pension scheme at any time.

Training

We offer in-house, on-the-job training during your induction period. We also require you to complete a number of compliance tests during your induction and we will pay for the cost of this training.

In some cases, we will also allow time off work to undertake additional training, subject to certain eligibility requirements and other conditions. Details of this training are set out in the Company Handbook.

Probationary period

There is an initial probationary period of **3 months** for new employees. Your employment may be terminated during this period with 1 week's prior notice. In exceptional circumstances, we may, at our discretion, extend this period for up to a further **3 months**. During this probationary period your performance and suitability for continued employment will be monitored.

Before your probationary period comes to an end, we will carry out an assessment of performance and will arrange a meeting to discuss this. We will provide you with written confirmation once you have satisfactorily passed your probationary period.

Notice period

As stated above, during your probationary period, the notice that you or your employer must give to end your employment is 1 week.

After your probationary period, the notice that you must give to end your employment is **4 weeks**. We may end your employment, after your probationary period has passed, by giving you a minimum of 4 weeks' notice. After 4 years of continuous employment, this will increase by 1 week for every additional year of service, up to a maximum of 12 weeks' notice after 12 years' continuous employment, or the statutory notice you're entitled to, whichever is longer.

The periods of notice defined above assume the termination of your employment occurs in normal circumstances.

We reserve the right to require you to work your notice period in full, or we may ask you to shorten your notice period in order to use up any paid holiday entitlement you have outstanding. In our own interests (and those of our customers), if you are working your notice period, we may ask you to undertake tasks contrary to your usual job description and your normal duties. If we do, we undertake to use due care and reasonableness in allocating alternative short-term duties to you. We reserve the right to insist you do not contact our customers during your notice period, whether worked or not. If you wish to leave before your notice period has expired (for example, to start a new job), we may give our permission. If we release you early, we will not pay you

beyond your actual leaving date, which may be earlier than the date your agreed notice period ends.

Collective agreements

A 'collective agreement' is an agreement the employer has with employees' representatives (including trade unions) that allow terms and conditions like pay or working hours to be negotiated on behalf of employees. There are no collective agreements.

Code of ethics

You are contractually obliged to adhere to our internal code of ethics. This document is maintained by the compliance team and can be found in the Compliance & Training folder.

Grievances

If you wish to raise a grievance, you should put it in writing to our Director of Operations, or another member of our senior management team. The grievance procedure which applies to you can be found in our Disciplinary, Grievance and Appeals Procedure Document. This document is maintained by the compliance team and can be found in the Compliance & Training folder.

Disciplinary rules and procedures

The disciplinary rules which apply to you can be found in our Disciplinary, Grievance and Appeals Procedure Document, as outlined above. If you're unhappy with any disciplinary decision taken in relation to you, you can appeal by writing to our Director of Operations, or another member of our senior management team.

Health and safety at work

We and you have legal responsibilities under the Health and Safety at Work Act 1974 and its subsequent amendments, and these must be observed. You must comply with fire regulations, fire drills and procedures. You must report any accident that occurs at work, however trivial it appears, as we are legally bound to record all accidents at work. Some breaches of health and safety regulations and/or law may constitute gross misconduct, thereby inviting instant dismissal and possible legal proceedings. Any deliberate failure to comply with the law will render you liable to disciplinary action. Further details can be found in our Company Handbook.

Changes to your terms and conditions of employment

We maintain our right to reassess any and all benefits and conditions under this contract from time to time. We will notify you whenever we wish to make a material change to your terms and conditions of employment as soon as possible and before the effective date of any change.

Declaration

Please sign and return the statement to confirm you've received and accepted these terms.

Signed for [company]

_____ Date _____
[name, job title]

I, [employee name], agree to accept and abide by these terms and conditions for my employment, which I have read and understood. I confirm I have received a copy of this contract of employment for my own records.

Signed

_____ Date _____
[employee name]

FCA regulations

I, [employee name], agree that, as an employee of [company], I will at all times abide with both the spirit and the letter of the FCA regulations as they have been explained to me by my employer and any other rules, guidelines or regulations governing the conduct of members of staff of independent financial advisers.

Signed

_____ Date _____
[employee name]