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# Employment Contract Template

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Edinburgh Printmakers

- and -

[*Employee*]

2009

**DATE OF CONTRACT:**

**NAME OF EMPLOYER:** Edinburgh Printmakers ("the Employer")

**ADDRESS:** 23 Union Street, Edinburgh, EH1 3LR

**NAME OF EMPLOYEE:**

**ADDRESS:**

**DATE OF COMMENCEMENT:**

**1. JOB TITLE & DUTIES**

1.1 You will be employed as [insert job title].

1.2 While this title and the job description annexed to this contract indicates your main duties and responsibilities the Employer reserves the right to change your job title and duties from time to time as it requires.

1.3 You will be expected to devote the whole of your working time to the discharge of your duties under this contract and perform your duties to such standard as the Employer may reasonably require of you.

1.4 You will comply in all respects with directions given to you by your immediate superiors and use your best endeavours to promote the interests of the Employer at all times.

1.5 The Employer shall be entitled to appoint any other person to be a jointly with you and to assign to that employee duties and responsibilities identical to or similar to those placed upon you.

**2. LOCATION**

2.1 You will be located primarily at the Employer's premises at 23 Union Street, Edinburgh however the Employer reserves the right to change this to any location within the Edinburgh area.

**3 PERIOD OF CONTINUOUS EMPLOYMENT**

Your period of continuous employment began on [insert date].

[Your employment is for a fixed term of [months][years]. Accordingly your employment will terminate on [date] unless terminated earlier in accordance with the provisions of Clause [12]. Termination of your employment with notice at the end of this period shall not give rise to any claim for unfair dismissal by virtue of the fact that your employment has been terminated by us at the end of the contractual fixed term period.]

**4 REMUNERATION**

Your gross salary shall be £[insert amount] per annum (or (pro rata actual annual salary approx. £12, 459 for a 4 day week/30 hrs) pro rata in accordance with the number of hours worked)), and shall be payable monthly in arrears by credit transfer into your bank account on or about the last Friday of each month. Should the last Friday fall on or before the 26th day of the month, payment will be made on the 28th day of that month. Your salary shall be reviewed annually as at 1 April and any variation will be notified to you in writing. For the avoidance of doubt, such a review does not guarantee an increase in pay.

Any future change of remuneration will be reflected in your salary advice slip. Any discrepancies must be raised within 48 hours of receipt. If you join or leave part-way through a pay period your salary for each day of work will be 1/260 of your basic annual salary (pro rata if you are part time).

**5 DEDUCTIONS FROM PAY**

5.1 By signing this contract you expressly agree that the Employer has the right in its absolute discretion to deduct from your pay any sums which may be due by you to the Employer including without limitation any overpayments or loans made to you by the Employer or losses suffered by it as a result of your negligence or breach of any of the Employer's rules and regulations.

5.2 By signing this contract you expressly agree that the Employer has the right to deduct from your final salary and/or seek reimbursement of part or all of the loss incurred by reason of your unauthorised absence during your notice period or in the event that you terminate your employment without giving the notice required by clause 12, but provided always that the amount of such deduction shall not exceed one day's pay for each day of such absence.

## **6 PROBATIONARY PERIOD**

6.1 [Your employment is not subject to any probationary period.]

OR

6.2 [The first [three/six] months of your employment will be probationary.

6.3 During the probationary period your employment may be terminated on [one] week's notice given in writing by you or the Employer or by your Employer making a payment in lieu of one week's notice at any time during or at the end of this period.

6.4 Your performance and suitability for continued employment will be reviewed during your probationary period and if satisfactory, you will be informed in writing of your appointment as a permanent employee of the Employer.

6.5 The Employer may extend the probationary period by giving written notice to you of the length of the extension [and the reason(s) for it], such notice to be given not later than the day on which the probationary period is due to end.]

## **7 HOURS OF WORK**

7.1 You are normally required to work [insert number of hours] hours per week (together with such additional hours as shall be necessary for the proper performance of your duties).

7.2 Your normal working hours are [time] a.m. to [time] p.m. [Monday] to [Friday] each week with a lunch break of hour/minutes to be taken at [time] p.m. to [time] p.m. or at a time convenient to the Employer. The Employer reserves the right to vary your lunch break as necessary to meet its business needs. Subject to the Director's advance approval (taking account of the Employer's needs), you may be able to shorten or extend the length of your lunch break via the flexi-time policy provided that your break is taken between 12 noon and 2 p.m. and for a period of not less than 30 minutes and not more than 120 minutes. You are expected to use this arrangement to attend doctor and dental appointments etc.

7.3 The Employer reserves the right to vary your hours, start and finish times and days of work as necessary to meet its business needs. The Employer also reserves the right temporarily to lay you off without pay or to reduce your normal hours of work and to reduce your pay proportionately on giving you as much advance notice as it can reasonably give if, in the Employer's opinion, it becomes necessary to do so. Any alteration in the number of hours worked will result in a proportionate change in the salary paid to you.

7.4 You are required to show responsibility in timekeeping and attendance. Persistent lateness or unauthorised absence will lead to disciplinary action (which could lead to dismissal).

## **8 WORKING TIME REGULATIONS**

8.1 In order to comply with the limit of an average of 48 hours working time per week under the Working Time Regulations 1998 ("the Regulations") you are under an obligation to inform the Employer of any secondary employment which you undertake.

8.2 The European Working Time Directive sets a maximum working week of 48 hours. The Company may occasionally need you to work a working week longer than 48 hours. Such working would be very occasional and where possible with your agreement. By signing this agreement you give your consent to working longer than 48 hours, unless you delete this clause you agree for the purposes of Regulation 5 of the Regulations that Regulation 4 (relating to the 48-hour average weekly limit) does not apply to you.

## **9 OVERTIME**

Subject to the limits imposed by the Regulations (insofar as applicable to you) you are obliged to work whatever overtime may be reasonably necessary from time to time as required and notified to you by the Employer. [You will not receive any additional payment for hours worked in excess of your normal hours of work] [You will receive additional payment for hours worked in excess of your normal hours of work] [No time off in lieu for any additional hours worked is permitted.] [You will receive time off in lieu for the additional hours worked provided that the Employer agrees to such time off in advance.]

## **10 EXPENSES**

The Employer will reimburse to you all reasonable expenses properly incurred by you in the proper performance of your duties, provided that on request you provide the Employer with such vouchers or receipts or other evidence of actual payment of such expenses as the Employer may reasonably require.

## **11 HOLIDAYS**

11.1 Your holiday year shall begin on 1 April in each year.

11.2 You are entitled to [insert number of weeks] weeks' paid holiday leave per leave year, in addition to [insert number of days] statutory holidays (pro rata if you are part-time). Payment for annual or statutory holidays will be at your normal rate of pay. Any leave which has not been taken by the end of the holiday year can only be carried forward into the following year with the permission of the Director, failing which any unused leave shall be lost

[The Employer reserves the right to require you to work on a statutory holiday, in return for which you shall be entitled to extra holiday, equal to the period worked to be taken as agreed with the Employer].

11.3 During the first year of your employment you will accrue holidays on a proportionate basis at the rate of one-twelfth of your annual entitlement for each month worked. The actual dates of leave must be approved in advance by the Employer [by completion of a Holiday Request Form], taking into account the interests of the efficiency of the Employer. [Where too many employees require the same holiday, which if granted would impair the efficiency of the business, holiday will be granted on the basis of first request, first granted.] [No more than two weeks' holiday may be taken at any one time unless written permission is obtained from the Director].

11.4 If you leave the employment of the Employer, payment will be made in respect of any untaken holiday entitlement for that leave year. If, however, you have already taken holiday leave in excess of your accrued holiday entitlement for that leave year, a deduction from your final salary will be made in respect of such excess. For the purpose of calculating holiday pay, one day's pay shall be 1/260 of your basic annual salary (pro rata if you are part time). Holiday entitlement shall accrue at the rate of 1/12 of your annual entitlement [(including statutory holidays)] for each month worked.

## **12 NOTICE**

[Subject to the provisions of Clause 6] you are entitled to receive a week's notice of termination of employment from the Employer for every complete year of service up to a maximum of 12 weeks. For the avoidance of doubt, once any probationary period is successfully completed, you will not receive any less than 8 weeks' notice of termination of employment. Notice will be given in writing.

You are required to give the Employer [ ] weeks' notice of termination of employment in writing.

The period of notice may be reduced by mutual agreement.

The Employer may at its discretion require that you remain available for work during your notice period but that you do not attend the workplace or perform any duties on its behalf but that you remain at home during all part of the contractual notice period. Alternatively, the Employer may provide you with alternative work during your notice period. The Employer may elect to pay you in lieu of your notice period and bring the employment to an end.

Any notice of termination must be in writing.

The Employer reserves the right to terminate your employment at any time, without notice or payment in lieu of notice, if the Employer considers that you are guilty of gross misconduct.

The Employer reserves the right to withhold any pay to which you may have been entitled in the event that you fail to give proper notice of termination of your contract or you leave before the said notice has expired. In any such a case we are hereby authorised by you to make an appropriate deduction from any final payment due to you, howsoever arising.

## **13 ABSENCE**

### **13.1 Reporting**

In the event of you being unable to attend your work, you must report your absence and the reasons for it to the Director indicating your expected date of return by [10.00] a.m. on the first day of absence and on each working day of absence until you have provided the Employer with a medical certificate. You must not leave a message with a colleague or reception and only when you are unable to telephone personally should someone else notify the Director on your behalf.

On returning to work you must complete a self-certification form detailing the reason for absence.

In the case of absences in excess of five working days you must produce a medical certificate no later than the eighth day of sickness stating the reason for your absence. Thereafter medical certificates must be provided to the Employer to cover any continued absence.

Repeated absences of between one and four days during any six month period may necessitate an absence management interview with the Director.

### **13.2 Remuneration**

In the event of your absence from employment on account of sickness or injury and your compliance with Clause [13.1] above, you are entitled to be paid Statutory Sick Pay ("SSP") in accordance with the provisions of the legislation current at the time of absence. However if the Employer does decide, in its absolute discretion, to make any further payments to you (in whatever amount the Employer may decide), any such payments may be varied or discontinued at any time and such payments will be deemed to be inclusive of your SSP entitlement.

### **13.3 Medical Examination**

In cases of prolonged or repeated absence or where otherwise considered reasonably necessary by the Employer, whether or not you are receiving sick pay, you shall at the request and expense of the Employer permit yourself to be examined by a registered medical practitioner to be selected by the Employer and shall authorise such medical practitioner to disclose to and discuss with the Employer the results of such examination and any matters which arise from it in order that the Employer is informed of any matters which might hinder or prevent you (if during a period of incapacity) from returning to work for any period or (in other circumstances) from properly performing any of your duties at any time. Refusal or failure to attend an examination without reasonable cause, or failure to authorise the disclosure of a medical report resulting from the examination will be considered a serious breach of contract and could result in your dismissal.

### **13.4 Parental Rights**

The Employer will respect the right of employees under current legislation including as to Maternity Leave, Paternity Leave, Adoption Leave, Parental Leave and rights to return to work. Details of any entitlement will be provided to you when applicable.

### **13.5 Health and Infectious Diseases**

If you have been in contact with a notifiable infectious disease you should not report for work unless otherwise instructed by your doctor and then only provided a relevant medical certificate is supplied as required by these conditions.

## **14 PENSION**

The Employee has the pension rights given by the State Social Security pension scheme.

The Employee is entitled to make personal contributions to a Stakeholder pension scheme, the option of which has been set up by the Employer. Contact the Director for further details.

## **15 CONFIDENTIALITY**

15.1 Except with the prior written consent of the Employer you shall not during your employment hereunder or at any time after the termination thereof disclose or use for your own benefit or for the benefit of third parties and shall use your best endeavours to prevent publication or disclosure to or use by any person, firm or company, of any secret or Confidential Information, knowledge or data which may come to your knowledge during your employment with the Employer and which relates to the business, finances, Intellectual Property Rights (as defined below) or affairs or customers of the Employer or in respect of which the Employer owes a duty of confidence to a third party.

15.2 Forthwith on the termination of your employment or at any other time you shall deliver to them all documents (including correspondence, lists of customers, notes, memoranda, plans, drawings and other documents of whatsoever nature), data and information (whether recorded or stored on computer, disk, tape, CD Roms or any other medium), computers, disks, tapes, CD Roms, software code, customer lists, equipment and materials which are made or compiled by or delivered to you during your employment and which relate to the business, finances or affairs of the Employer or which otherwise contain Confidential Information. Property in all such documents shall at all times be vested in the Employer.

15.3 'Confidential Information' for the purposes of this Clause means information (including method knowledge and know-how) belonging to the Employer in connection with the products distributed and sold by the Employer and/or the goods and/or services supplied by the Employer and/or the customers and/or suppliers of the Employer which are confidential to the Employer including but not limited to confidential information (whether or not recorded in documentary form or whether recorded or stored on computer, disk, tape, CD Rom or any other medium) relating to the business affairs, finances, strategies, technology, business plans, customers and potential customers (to include names, addresses, email addresses and telephone numbers of customers and potential customers), price lists and pricing strategies of the Employer.

## **16 RESTRICTIONS DURING EMPLOYMENT**

You accept that during your employment you shall not be entitled to work for or set up any other business, company or other organisation without the prior written consent of the Employer.

## **17 INTELLECTUAL PROPERTY RIGHTS**

17.1 "Intellectual Property Rights" for the purposes of this Clause 17 means industrial and intellectual property of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs and applications for any of the same, copyright, design right, database and software rights, know-how, business names, trade names, brand names and all other legal rights protecting intangible proprietary information and the right to sue for any and all past infringements of any of the foregoing.

17.2 Any Intellectual Property Rights created, conceived, made, modified or developed by you during the period of your employment and which relate to the duties which you are bound to carry out or the duties which were attributed to you or which are otherwise related to the business of the Employer shall forthwith be disclosed to the Employer and shall belong absolutely to the Employer.

17.3 You acknowledge that, for the purpose of Section 2(1) of the Registered Designs Act 1949 as amended by the Copyright Designs and Patents Act 1988, the Employer shall be treated as the original proprietor of a design, where such design was created by you in the course of your employment.

17.4 You hereby agree that (whether before or after termination of your employment), if so requested by the Employer and at its expense, you will apply or join with the Employer in applying, for letters patent, registration or other appropriate protection in any part of the world for any invention, process or development or Intellectual Property Right and do all other things necessary, expedient or desirable to vest such letters patent, registered rights or other protection when obtained, and all right, title and interest in and to the same, in the Employer as sole beneficial owner, and for this purpose you shall, at the Employer's expense, take or defend any proceedings to procure or defend such application, registration or protection.

17.5 You hereby irrevocably appoint the Employer to be your Attorney to act in your name and on your behalf to execute such deeds or documents and do all such acts and things as may be necessary or desirable to substantiate and maintain the rights of the Employer in respect of the matters referred to in this Clause 17. A certificate in writing in favour of any third party signed by any Director or the Company Secretary that any instrument or act falls within the authority conferred by this contract shall be conclusive evidence that such is the case.

17.6 By signing this contract you hereby waive your moral rights, if any, in any software or copyright works created or developed by you in the course of your employment to which you may now or at any time in the future be entitled under sections 77 to 83 of the Copyright, Designs and Patents Act 1988 or under any similar laws in force whether in the United Kingdom or elsewhere from time to time.

17.7 Nothing in this Clause 17 shall be construed as restricting your rights or those of the Employer under Sections 39 to 43 of the Patents Act 1977.

## **18 DISCIPLINARY PROCEDURES**

The disciplinary rules and procedures of the Employer are set out in a separate document which will be provided to you. Additional copies are available from the Director. The rules and procedures do not form part of your terms and conditions of employment.

## **19 GRIEVANCE PROCEDURES**

The grievance rules and procedures of the Employer are set out in a separate document which will be provided to you. Additional copies are available from the Director. The rules and procedures do not form part of your terms and conditions of employment.

## **20 HEALTH AND SAFETY AT WORK**

You must familiarise yourself with the Employer's procedures and regulations in connection with Health and Safety at Work, a statement of which is available for inspection. It is your duty to comply with these procedures and regulations which are essential for the safety and protection of all employees.

Smoking is banned within the Workplace.

## **21 DATA PROTECTION**

21.1 You consent to the Employer holding and processing both electronically and in hard copy form, any Personal Data and Sensitive Personal Data relating to you for the purposes of the employee-related administration, processing your file and management of its business, for compliance with applicable procedures, laws and regulations and for providing data to external suppliers who administer your benefits solely for the purpose of providing you with those benefits, and any processing necessary or desirable for the conduct, facilitation or promotion of the Employer's business which may include disclosure in the context of a transfer of the whole or any part of the Employer's undertaking and discussions with the Employer's professional advisers.

21.2 "Processing", "Personal Data" and "Sensitive Personal Data" shall have the meanings ascribed to them by sections 1 and 2 of the Data Protection Act 1998.

## **22 COLLECTIVE AGREEMENTS**

There are no collective agreements which affect the terms and conditions of your employment.

## **23 AMENDMENTS**

The Employer reserves the right to make reasonable changes to any of your terms and conditions of employment and will notify you in writing within one month of the date of the amendment or alteration.

## **24 EMPLOYMENT RIGHTS ACT 1996**

The above terms and conditions of your employment with the Employer form part of your Contract of Employment and constitute the written Statement of Particulars of your employment for the purposes of Section 1 of the Employment Rights Act 1996.

**25 WHOLE AGREEMENT**

This contract supersedes any previous oral or written agreement between the parties and contains the whole agreement relating to the employment as at the date of signature, except for any terms implied by law that cannot be excluded by the agreement of the parties.

**26 GOVERNING LAW AND JURISDICTION**

This contract will be governed by and interpreted in accordance with Scots law. By signing this contract the parties submit to the exclusive jurisdiction of the Scottish courts and Tribunals in relation to any claim or matter arising out of or in connection with this contract, provided always that the Employer shall have the right in terms hereof in any other court or tribunal of competent jurisdiction.

Signed by:-

\_\_\_\_\_  
[THE EMPLOYEE'S NAME]

Date:

\_\_\_\_\_  
For and on behalf of EDINBURGH PRINTMAKERS  
By: Sarah Price, Director

Date: