

# HOW TO FILL IN A CONTRACT OF EMPLOYMENT

# DOWNLOADING AND SAVING THE DOCUMENT

Follow the instructions on the customer portal to download the document.

Save the document on your computer so you can make the changes.

If you click on the download link provided and then right click you will get an option to “save as” which will download the document to your computer.

**Contract of Employment  
Statement of Employment Particulars**

Employer:

Address of employer:

Employee:

Address of employee:

Any work undertaken by commencement of employment or during any subsequent period of employment

The employment with the terms and subject to the provision of evidence of

1. Job title and place of work

1.1. You are employed as a

1.2. Your usual place of work is

and when required to travel to other places of work you shall do so either accompanying the Employer or independently of the Employer.

occurred prior to the commencement of your continuous period of employment as part of your continuous period of employment.

under the following terms and conditions: check, references and the

INSTANT.

usual place of work either

accompanying the Employer or independently of the Employer.

Context menu options:

- Back (Alt+Left Arrow)
- Forward (Alt+Right Arrow)
- Reload (Ctrl+R)
- Save as... (Ctrl+S)
- Print... (Ctrl+P)
- Cast...
- Translate to English
- Rotate clockwise (Ctrl+])
- Rotate anti-clockwise (Ctrl+[)
- Inspect (Ctrl+Shift+I)

You will need Adobe Acrobat Reader on your computer for this to work successfully.

You can download this for free from [HERE](#)

Please remember to save your completed document.

# FILLING IN THE DOCUMENT

Please complete all the fields marked in blue with the relevant information for your contract of employment.

## **Contract of Employment Statement of Employment Particulars**

Employer: Employer Name

Address of employer: Employer Address

Employee: Employee Name

Address of employee: Employee Address

Any work undertaken by you for the Employer which occurred prior to the commencement of employment under this contract does not count as part of your continuous period of employment.

## Contract of Employment Statement of Employment Particulars

Employer:

Address of employer:

Employee:

Address of employee:

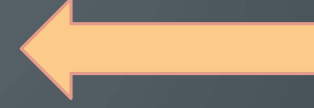
Any work undertaken by you for the Employer which occurred prior to the commencement of employment under this contract does not count as part of your continuous period of employment.

The employment with the Employer commenced on  under the following terms and subject to the obtaining of a satisfactory DBS check, references and the provision of evidence of your right to work in the UK:

1. Job title and place of work
  - 1.1. You are employed as a PERSONAL ASSISTANT.
  - 1.2. Your usual place of work will be at  and when requested you will work away from the usual place of work either accompanying the Employer or independently of.
  - 1.3. Should the Employer move to a new address but remain within the existing Local Authority area, the Employer's new address will constitute your place of work.
  - 1.4. Your specific duties and responsibilities are set out in the job description.
  - 1.5. The Employer may from time to time, require you to carry out other duties either on a temporary or permanent basis.
  - 1.6. If you are required to assist the Employer on holiday, this will be individually negotiated with you. You may be asked to work outside the UK for a period not exceeding 1 month.
2. Probationary Period
  - 2.1. There will be a probationary period of three months. If your performance is satisfactory your continuing employment will be confirmed.
  - 2.2. The Employer may terminate your contract during the probationary period if you are assessed as unsuitable for the role. During this period, you will be entitled to one week's notice of termination. A payment in lieu of notice may be paid in accordance with clause 8.4.
  - 2.3. The Probationary period may be extended by the Employer if additional time is required to assess your suitability for the role.



This is your name and your address.



This is your employees name and their home address.



This is the date your employee started working for you.



This is where your employee normally carries out their job for you.

2.4. During the Probationary period the employment may be terminated by either party giving one week's notice.

3. Hours of work

3.1. You are contracted to work Hours on Days Of The Week. A workplace rota will be issued to you by Number Of days in advance of any working week.

3.2. The Employer reserves the right to vary your start and finish times and the number of hours worked on any given day. Hours may vary due to the absence of other support workers, or the unexpected but essential change in the Employer's needs. Varied hours may fall at any time during which the Employer is known to reasonably require support with the type of duties carried out in your employment. Notice of the variation will be given by anyone authorised by the Employer to do so, as soon as the Employer is aware of the need for change.

4. Rates of pay

4.1. Your rate of pay will be Rate Of Pay per hour.

4.2. You must complete a weekly / monthly time sheet to be submitted to the Employer no later than Payroll Date in order that the Employer can sign and authorised the hours claimed and calculate your wages. Payment will be delayed if the time sheet is submitted after this date.

4.3. You will be paid by BACS transfer directly into your bank account on the Pay Date of the month.

4.4. The Employer may, in addition to National Insurance and/or PAYE, deduct from your wages any overpayment made or sums that you may owe the Employer from time to time, including damage or loss sustained by the Employer which is attributable to your intentional or negligent acts or omissions or to your dishonesty;

4.5. You will not be paid for any overtime worked that has not been expressly agreed with the Employer in advance of the shift.

4.6. Payment will not be made for any hours where you have been absent from work without the express authority of the Employer. This applies to hours comprising a whole shift or part of a shift.

4.7. In the event that you agree to accompany the Employer on a holiday or trip which requires you to work in manner which is not already set out in this agreement, the Employer will set out an alternative agreement as to the terms of your work during that period and issues as to pay and hours of work may alter accordingly.

5. Benefits

In addition to the rights set out in this Statement of Employment Particulars, you are entitled to the following benefits:

None Applicable

This is the number of hours and days worked each week (eg 7.5 hours on 4 days each week).

Then how you deliver your workplace rota and how many days in advance it is provided (e.g. issued by 'Your Name' or a "Managers Name" 7 days in advance).

This is the agreed hourly rate of pay for your employee.

This is the date that timesheets need to be submitted (e.g. by the 20<sup>th</sup> of the month).

This is the date that the payroll payment will be made (e.g. by the 20<sup>th</sup>).

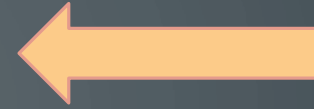
Please add any additional benefits, e.g. Premier Club Rewards.

6. Holiday Entitlement

- 6.1. The holiday year runs from **Holiday Dates** .
- 6.2. You are entitled to 5.6 weeks of paid holiday per year which accumulates pro-rata for each week worked. A week is equivalent to the numbers of hours/days usually worked per week. Bank holidays are included within your entitlement.
- 6.3. You are not permitted to carry over any unused holiday entitlement from one holiday year to the next.
- 6.4. You must give your Employer a minimum of two weeks' notice of your intention to take annual leave which will be granted at the sole discretion of the Employer and may only be taken with the Employer's consent.
- 6.5. Taking leave without the Employer's express consent may be considered unauthorised absence and result in non-payment of wages for the relevant period and subsequent disciplinary proceedings.
- 6.6. Bank holidays may be taken as annual leave at the Employer's discretion but otherwise you will be expected to work them where they fall on a working/rota day.
- 6.7. In the event of termination of employment, you will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued but not taken at the date of termination of employment.
- 6.8. If on termination of employment you have taken more annual holiday entitlement than you have accrued in that holiday year, an appropriate deduction will be made from your final payment.
- 6.9. The Employer reserves the right to ask you to take annual leave at any time to be determined by them.

7. Absence

- 7.1. If you are unable to attend work because of sickness or any other reason you must inform the Employer personally, by telephone, as soon as you are aware of their inability to attend so other arrangements may be made.
- 7.2. Notification of absence for any reason by text message is not an accepted method of communication. Failure to follow an acceptable notification procedure may be considered misconduct and may result in disciplinary action.
- 7.3. Unauthorised absence may be considered by the Employer to be gross misconduct and may result in the termination of your employment without notice.
- 7.4. Payment for sick pay will be Statutory Sick Pay according to the prescribed rate, which will be paid providing you meet the criteria and follow the procedures below:
- a) Inform the Employer as soon as you know you will not be able to come to work and, in any event, not less than two hours prior to the shift start time.
  - b) If you are absent for more than three days, you are required to complete a self-certificate form.



This is the date of the employees holiday year (e.g. 01/01/2020 to 31/12/2020).

- c) You will be required to provide a Medical Certificate if you are absent for more than seven days.
- d) For the purposes of the Statutory sick Pay scheme the agreed qualifying days are your normal working days.

Other than the provision of paid annual leave as set out in clause 6, you have no contractual entitlement to paid leave. However, statutory other statutory provisions may be available for a statutory payment in circumstances such as maternity leave, paternity leave, adoption pay and parental bereavement leave. The Employer will ensure that you receive due statutory payments for leave, at the prevailing rate, where you have met the qualifying eligibility to take the leave with payment.

8. Disclosure and Barring Service (DBS) Certificates and other offences

- 8.1. Your employment is conditional upon the provision and upkeep of a satisfactory DBS check of a level appropriate to your post. You will be required to consent to subsequent DBS check from time to time during your employment as deemed appropriate by us.
- 8.2. If such certificate(s) are not supplied, or information is discovered in the certificate which shows you to be unsuitable for the position your employment will be terminated.
- 8.3. During your employment, you are required to immediately report to us any convictions or offences with which you are charged, including traffic offences.

9. Notice period

- 9.1. After you have successfully completed your probationary period your Employer will give you written notice should they intend to terminate your contract of employment as follows:
  - a) One week's notice if you have been continuously employed for up to two years
  - b) One week's notice for each completed year of employment when you have worked more than two years (up to a maximum of 12 weeks)
- 9.2. You are required to give the Employer a minimum of **Notice Period Weeks** written notice of your intention to terminate your employment.
- 9.3. Nothing in this contract prevents the Employer from terminating your employment, summarily or otherwise, in the event of any serious breach by you of the terms of your employment or in the event of any act of gross misconduct or gross negligence by you.



This is your employees notice period. You will need to use the dropdown to select weeks or months

I have read the above statement of conditions of employment and understand the conditions and agree to abide by them.

Signature of Employee   
Date

Signature of Employer   
Date

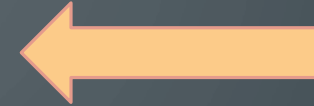
Signed on behalf of  
If you are signing on behalf of the Employer, please answer the questions below.

Relationship to Employer (appointee or power of attorney)

Name   
Address   
Telephone number



This is your employees signature and date signed – This needs to be left blank for them to sign and send back.



This is your name and date signed.



This is to be completed if the contract cannot be signed by the employer.

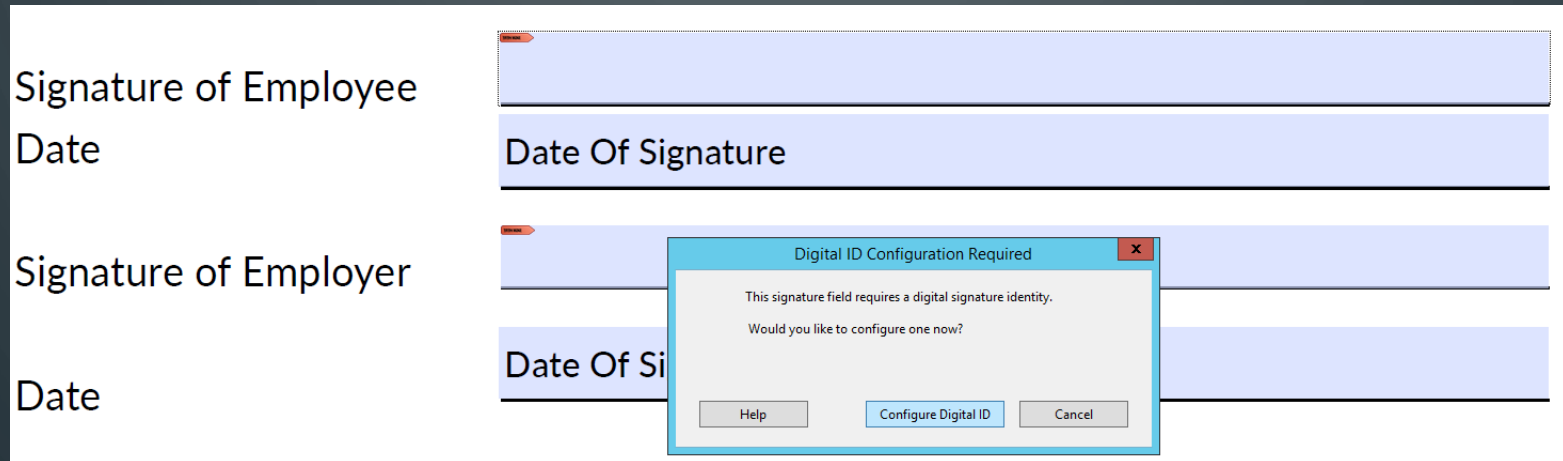


# SIGNING THE DOCUMENT

Ideally you should be printing off the document and getting both the employer and employee to sign the final page of the contract.

If that is not possible, you can use fill and sign on the PDF file, by completing the following steps:

When you click on the signature line the following box appears. Then click on “Configure Digital ID”.



1) Select the first option and then click on “Continue”.

**Configure a Digital ID for signing**

A Digital ID is required to create a digital signature. The most secure Digital ID are issued by trusted Certificate authorities and are based on secure devices like smart card or token. Some are based on files.

You can also create a new Digital ID, but they provide a low level of identity assurance.

**Select the type of Digital ID:**

- Use a Signature Creation Device  
Configure a smart card or token connected to your computer
- Use a Digital ID from a file  
Import an existing Digital ID that you have obtained as a file
- Create a new Digital ID  
Create your self-signed Digital ID

Cancel Continue

2) Select “Save to File” and then click on “Continue”.

**Select the destination of the new Digital ID**

Digital IDs are typically issued by trusted providers that assure the validity of the identity. Self-signed Digital ID may not provide the same level of assurance and may not be accepted in some use cases.

Consult with your recipients if this is an acceptable form of authentication.

- Save to File  
Save the Digital ID to a file in your computer
- Save to Windows Certificate Store  
Save the Digital ID to Windows Certificate Store to be shared with other applications

Back Continue

3) Fill in your details and then click on “Continue”.

**Create a self-signed Digital ID**

Enter the identity information to be used for creating the self-signed Digital ID.

Digital IDs that are self-signed by individuals do not provide the assurance that the identity information is valid. For this reason they may not be accepted in some use cases.

Name: John Smith

Organizational Unit: Mark Bates Ltd

Organization Name: Enter Organization Name...

Email Address: Johnsmith@hotmail.com

Country/Region: US - UNITED STATES

Key Algorithm: 2048-bit RSA

Use Digital ID for: Digital Signatures

Back Continue

4) Add a password and then click on “Save”.

**Save the self-signed Digital ID to a file**

Add a password to protect the private key of the Digital ID. You will need this password again to use the Digital ID for signing.

Save the Digital ID file in a known location so that you can copy or backup it.

Your Digital ID will be saved at the following location :

..... Browse

**Apply a password to protect the Digital ID:**

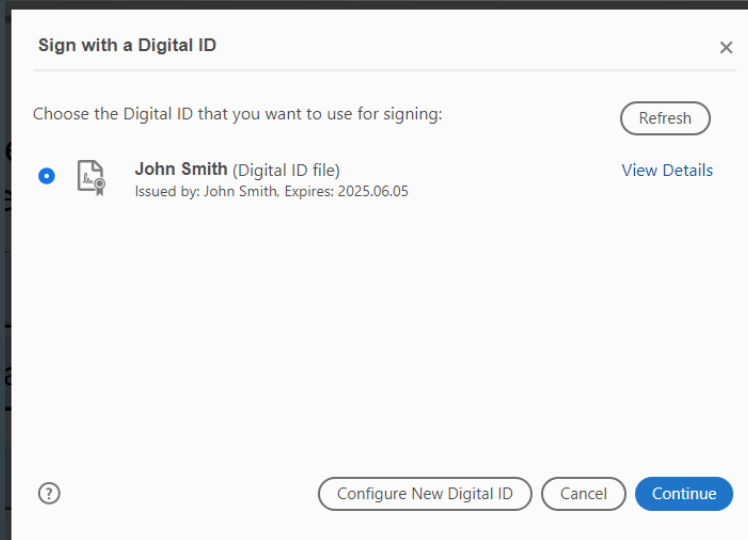
.....

**Confirm the password:**

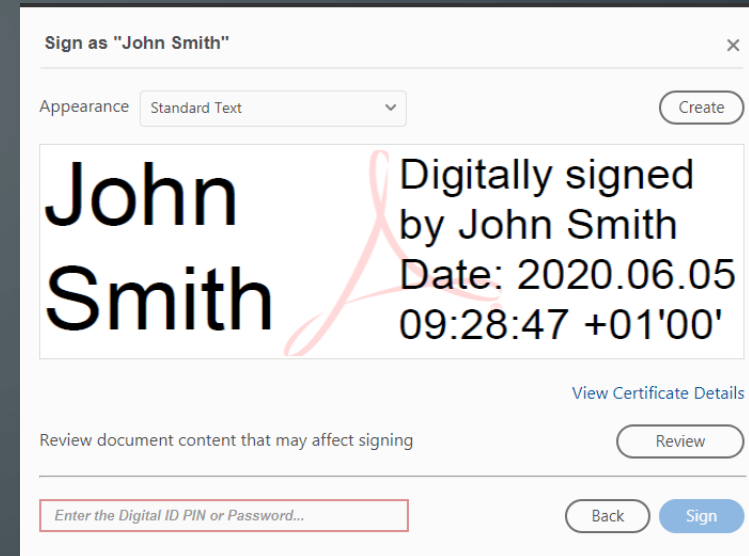
|

Back Save

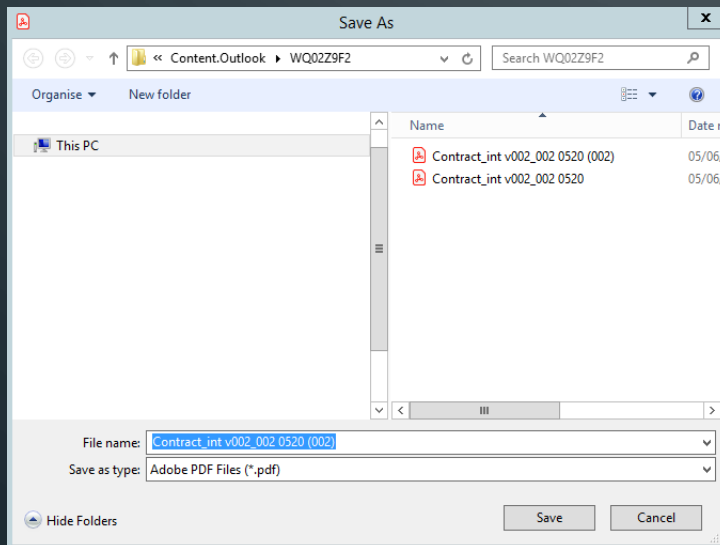
1) When this screen appears click on "Continue".



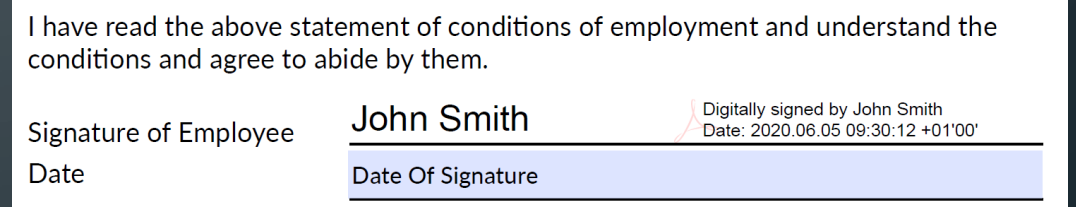
2) Fill in your password and then click on "Continue".



3) Save to your computer.



4) The digital signature will then appear in the contract.



# COMPLETING THE DOCUMENT

Once you have completed the document, please save the PDF document onto your computer.

Then upload the document back to your customer portal.

Use the “Choose file” button to locate the document on your computer, then click on submit file to upload.

Please remember to complete step 4 of our guidance by providing your employees email address.

**Step 3:** Once the PDF document has been completed, we need you to upload the document back to your portal, so it can be emailed to your employee.

No file chosen

If for any reason you are unable to reload the document back to the website, then please email it to [he@markbatesltd.com](mailto:he@markbatesltd.com), with your policy number.