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[Company Address]

**CONTRACT OF EMPLOYMENT**

**(Incorporating particulars required under Section 1 Employment Rights Act 1996)**

**PRIVATE AND CONFIDENTIAL**

**1. Name of employee**

[Employee’s Name] **("You/Your/the Employee") of**

[Employee’s Address]

**2. Name of employer**

[Employee’s Name] **(“the Employer”)**

**3. Commencement of employment**

[For continuous contract]

Your employment with us under this contract [will start OR started] on [insert date] (the 'Start Date').

Or

[For fixed term contract]

Your employment under this contract [started on OR will start on] [insert date] and, subject to the terms of this contract, is for a fixed term of [insert period] continuing until [insert date][ or until it is brought to an end by either you or us giving no less than [insert number] [weeks’ OR months’] notice[expiring at any time OR expiring on or after [insert date].

**4. Duties**

The duties which this job entails are set out below and in addition to those duties the Employee may be required to undertake additional or other duties as necessary to meet the needs of the Business. [set out duties below].

**5. Job Title**

You will be employed as a [insert job title]. Unless otherwise notified, you will report to [insert name or title] (your Manager).

**6. Place of work and mobility**

Your usual place of work is [insert address] but you may be required to work in any place which the Partners may reasonably require.

**7. Notice Period**

Either party may terminate this contract at any time by giving the other notice in writing as follows:

|  |  |
| --- | --- |
| During the Probationary Period | [insert number] weeks |
| After successful completion of the probationary Period | [insert number] weeks |

The Employer may at any time in its absolute discretion, elect to terminate the Employment and this Agreement by paying to the Employee a payment in lieu of the notice period referred to in Clause [insert clause]. The amount of the payment in lieu shall be: [insert sum].

**8. Probation Period**

The first [insert number] months of your employment will be a probationary period (the Probationary Period), during which we will monitor your performance and conduct. When you have completed your Probationary Period to our satisfaction, we will confirm your continued employment in writing.

**9. Hours of work and working time**

Your normal hours of work are [48] hours per week, to be worked during the hours of [9.00]am to [5.00]pm on [Monday to Friday] [inclusive] with a daily [paid OR unpaid] lunch break of [one hour].

**10. Pay and wages**

We will pay you at the rate of £ [insert rate] per [hour OR day] for those [hours OR days] you work. You will be paid in arrears [on or about the last working day of the [month OR week] in which you have undertaken work], by automated bank transfer.

**11. Annual Leave**

You will be entitled to [insert number] days’ paid holiday in each holiday year, which runs from [1 January] to [31 December], [plus local bank and public holidays].\* This includes your statutory basic and additional holiday under the Working Time Regulations 1998. Your statutory basic holiday is taken first, then statutory additional holiday, then any additional contractual holiday.

You must take all of your holiday during the holiday year in which it accrues and carrying forward holiday is not permitted unless [either agreed in advance by your Manager or where] the law allows holiday to be carried forward.

**12. Statutory sick pay (SSP)**

If you are absent from work for any reason, you, or someone or your behalf, must inform your manager by no later than [insert time] on the first day of absence, explaining the reason for your absence and how long you expect it to last. On your return to work you must complete, sign and return a self-certification form within [insert days] of your return. If your absence from work is due to sickness or injury and continues for more than seven consecutive days, you should provide [your manager] with a Statement of Fitness for Work (‘fit note’) from your doctor or other healthcare professional as soon as possible after the seventh day of absence and weekly after that. You must keep your manager informed on a regular basis of your progress and the date of your expected return to work.

You will be entitled to Statutory Sick Pay for any period of absence due to sickness or injury subject to meeting the required qualifying conditions. Further rules relating to the notification of and payment in respect of absence because of sickness or injury are set out in the Employee Handbook.

**13. Pension**

We will enrol you automatically into our occupational pension scheme in accordance with our obligations under Part 1 of the Pensions Act 2008. Details of the scheme will be provided when you join the scheme. If you do not decide to opt out of automatic enrolment you will be required to make pension contributions to the scheme, and you agree to us deducting such contributions from your salary each month.

**14.  Other paid leave; Maternity, adoption paternity and parental leave**

You are eligible for other paid leave, [including maternity leave, adoption leave, paternity leave, parental leave, shared parental leave], [dependants leave,][ compassionate leave,] [bereavement leave], [training and study leave], [leave for public duties,] in accordance with our current policies or benefits policy, as amended from time to time, subject to your complying with the relevant statutory and other conditions and requirements in order to be entitled to the leave and pay. Copies of our policies are available from the HR Department.

**15. Disciplinary and grievance matters**

We may, in our absolute discretion, suspend you from work in order to investigate any claim or allegation which we consider could constitute serious misconduct, where relationships have broken down, where we have any grounds to consider that our property or responsibilities to other parties are at risk, and/or where we consider that your continued presence at our premises could hinder an investigation. During any such suspension you will be paid at the rate of pay to which you would be entitled if you were not subject to the suspension. Any such suspension is without prejudice to our right to sub sequently end your employment on the same or any other ground and will last no longer than is necessary to carry out any inquiry or investigation into the circumstances and to hold any appropriate disciplinary hearings.

If you wish to appeal against any disciplinary decision or decision to dismiss you, your appeal must be made in writing to [insert title] and you should set out in detail the reasons for your appeal. [ The steps you should then take are set out in the [disciplinary and dismissal procedure]

A copy of the current edition pf the Grievance Procedure is attached. The procedure is revised by the Firm from time to time and the Employee may apply to a Partner at any time to inspect the most recent copy.

If you wish to raise a grievance, you may do so by writing to [insert title] in accordance with our [grievance procedure]. You should set out in detail the circumstances of your complaint. [The steps you should then take are set out in the [grievance procedure]. The [grievance procedure] does not form part of this contract or otherwise have any contractual effect and may be altered by us from time to time.

A copy of the current edition of the disciplinary procedure affecting the Employee is attached to this agreement.

**16. Non-disclosure agreements and confidentiality provision in employment**

Information relating to our business, management systems, finances, transactions and affairs [and/or those of any Group Company] including[ price and cost information and statistics, discount structures, sales statistics, business plans and programmes, potential business opportunities, expansion plans, marketing surveys and strategies, research and development projects, business forms, contractual negotiations, lists and details of [customers[ and prospective customers] OR clients[and prospective clients] and of suppliers and prospective suppliers and details regarding the remuneration of employees, their experience and other information relating to those employed or engaged by us and/or any Group Company.

**17. Data Protection**

We will process personal data and special category data (sometimes known as ‘sensitive personal data ’) [and criminal records data] relating to you in accordance with our [Data protection policy][ and] our [data protection privacy notice][ and our [criminal records information policy], contained in the Staff Handbook.

**18. Property rights**

Employee agrees that the Company shall own, and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group that either (a) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group’s businesses or actual or anticipated research or development, or (b) were developed on any amount of the Company’s or any other member of the Company Group’s time or with the use of any member of the Company Group’s equipment, supplies, facilities or trade secret information (all of the foregoing collectively referred to herein as “Company Intellectual Property”), and Employee shall promptly disclose all Company Intellectual Property to the Company.

**19. Variation**

We reserve the right to make reasonable changes to any of your terms and conditions of employment. Changes to your terms and conditions of employment will be notified to you in writing before the date upon which they come into force. No other variation, or waiver of any right or obligation under this contract will be effective unless made by the parties and evidenced in writing and signed by or-on-or behalf of the each of us and expressed to be such a variation or waiver. Neither you nor we have relied on any statement, representation or promise not expressly contained in this agreement but nothing in this clause will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation.

**20. Expenses**

We will reimburse to you all reasonable travelling, hotel and other expenses which are reasonably, wholly, necessarily and exclusively incurred by you in the performance of your duties and which have been authorised in advance, subject to and in accordance with our prevailing expenses policy, contained in the Staff Handbook.

**21. Training**

We offer in-house and external training and, in some cases, time off work to undertake training subject to certain eligibility requirements and other conditions. Details of this training are set out in our training policy, as amended from time to time. The policy is available from the HR department.

**22. Other Benefits**

You are also eligible for certain other benefits, as set out in our benefits policy, as amended from time to time, subject to you complying with any qualifying conditions and other requirements. Our benefits policy is available from the HR department.

**20.  Further legislation**

Any amendments made necessary to the terms and conditions of your employment as a result of further legislation will be binding upon all parties. Amendments may also be necessary as a result of genuine economic reorganisation and all employees will be consulted on such matters.

**Signed**

…........................................................................

For and on behalf of [Employer]

Date:

**Signed**

.......................................................................

Employee

Date: