**CONTRACT OF EMPLOYMENT**

**(including particulars of terms of employment required by the Employment Rights Act 1996)**

**BETWEEN**

**[NAME OF EMPLOYER] (“the Company”) of [ADDRESS]**

**AND [EMPLOYEE NAME] (“You”)**

**Of , [EMPLOYEE ADDRESS]**

**Commencement of employment.**

1. Your employment under this contract dates from [DATE]
2. Your continuous period of employment including previous employment (if any) begins on [DATE]

**Termination of employment**

1. This contract may be terminated by the Company giving written notice as follows:
	1. After between one calendar month’s and two year’s continuous employment: one week’s notice
	2. After between two years’ and three years’ continuous employment: two weeks’ notice
	3. After three or more years’ continuous employment: one week’s notice for each completed year of continuous employment up to a maximum of twelve weeks’ notice.
2. The above-mentioned periods do not apply in circumstances where the Company is entitled to dismiss without notice.
3. The Company may dismiss you without notice subject to the Company’s Grievance, Disciplinary and Grievance Procedures which are set out in the **First Schedule**.
4. This contract may be terminated by you giving the Company one week’s written notice
5. After notice of termination has been given by either party or if you seek to or indicate an intention to terminate your employment without notice, provided that you continue to be paid and enjoy your full contractual benefits until your employment terminates in accordance with the terms of this Contract, the Company may at its absolute discretion without breaking the terms of this Contract or giving rise to any claim against the Company for all or part of the notice period required by this Contract:
	1. exclude you from the premises of the Company;
	2. require you to carry out specified duties (consistent with your status, role and experience) for the Company or to carry out no duties;
	3. announce to employees, suppliers and customers that you have been given notice of termination or have resigned (as the case may be);
	4. instruct you not to communicate orally or in writing with suppliers, customers, employees, agents or representatives of the Company until your employment under this Contract has terminated.
6. require you during the notice period to return to the Company all equipment and other property relating to your work.

**Retirement**

1. The normal retirement age is 65 years. The Company may at its absolute discretion extend this period.

**Job title and duties**

1. Your job title and duties are set out in the **Second Schedule**
2. Notwithstanding your job title and duties, the Company may require you to undertake such other work for the Company of which you are capable and for which you are trained or will have received training as the Company may from time to time and at its absolute discretion decide.
3. Your specific duties and job title may be changed wherever reasonably required by the changing circumstances of the Company.
4. The Company may from time to time require you to undertake additional or other duties as the Company considers necessary

**Place of work**

1. Your normal place of work will be the [NAME AND ADRESS OF PUB]
2. Notwithstanding the above, the Company may require you to work at such other location or locations as it may reasonably require

**Hours of work**

1. Your normal hours of work and the days and times on which you are to work are set out in the **Third Schedule**.
2. The Company reserves the right to vary your hours of work and the days and times on which you are to work at its absolute discretion, provided that
3. the Company will not increase or decrease the number of hours you are required to work per week unless it has given you not less than one month’s notice in writing
4. the Company may vary the days and times on which you are required to work without notice, but will provide as much notice of any variation as reasonably practicable
5. you will at all times be required to work whatever hours are necessary to ensure the satisfactory completion of your duties
6. if you are required to work more than 6 consecutive hours then you are entitled to one 20 minute break during that period which will be included in the number of hours worked in addition to such other breaks as the Company may at it absolute discretion permit

**Working Time Regulations 1998**

1. In this clause “this Agreement” means the agreement in respect of the Working Time Regulations 1998 contained in this clause.
	1. You agree that the limit in regulation 4(1) of The Working Time Regulations 1998 shall **not** apply to you and that your average working time may therefore exceed 48 hours for each seven-day period (as defined by and calculated in accordance with The Working Time Regulations 1998). This agreement shall apply from the date of this Contract until further notice.
	2. You must comply with any and all policies of the Company, from time to time in force, which relates to the maintenance of records of your hours of work.
	3. You may terminate this agreement by me giving three months’ notice in writing to the Company.

**Pay**

1. Your rate of pay is [£RATE] per hour
2. The Company will pay you [PERIOD] in arrears
3. The Company will pay you net of deductions for income tax, employees’ national insurance contributions and any other deductions the Company is required to make by law or by order of the court or under the provisions of this Contract
4. The Company will provide you with a payslip showing your gross pay, net pay and any deductions
5. The Company will transfer your pay directly to your bank or building society account
6. You must provide details of your bank or building society account to the Company and ensure that these are up to date at all times. Failure to do so may result in delays in payment for which the Company accepts no responsibility.
7. The minimum wage rate paid by the Company is [£RATE] per hour for all employees aged 16 and over except for apprentices in the first year of apprenticeship who will receive a minimum wage of [£RATE] per hour.
8. You are not eligible for overtime payments
9. Pursuant to Part II Employment Rights Act 1996 you authorise the Company to deduct from your pay any amounts which are owed by you to the Company including but not limited to excess holiday, insufficient notice, overpayments or loans made by the Company to you and any losses suffered by the Company as a result of your negligence, breach of authority or breach of this Contract or other rules, procedures, Codes of Conduct and policies made from time to time by the Company

**Part III Employment Rights Act 1996**

1. In this clause “Workless Day” means any day on which you would normally be required to work in accordance with this contract but are not provided with work by the Company by reason of
	1. a diminution in the requirements of the Company’s business for work of the kind which the you are employed to do, or
	2. any other occurrence affecting the normal working of the Company’s business in relation to work of the kind which you are employed to do
2. Pursuant to s.28 of the Employment Rights Act 1996 the Company will pay a statutory guarantee payment for each Workless Day, which will be the lesser of £25.00 or the pay you would normally have received on the Workless Day in question provided that
	1. you have at least one months’ continuous employment with the Company
	2. the maximum amount statutory guarantee pay which the Company will pay in any period of three calendar months is £125.00, reduced pro rata if you normally work on fewer than five days per week

**Data protection**

1. The Company holds information relating to you which is subject to the Data Protection Act 1998. By signing this Contract you consent to the Company:
	1. processing, both manually and by electronic means, your personal and sensitive personal data for the purposes of the administration and management of your employment and/or the Company’s business; and
	2. processing this data in any country that the Company deems suitable; and
	3. providing your personal data to government agencies or to other third parties as may be necessary to comply with a term of this Contract of Employment or as necessary for the proper management of the Company’s business.
	4. For the purposes of this clause “Processing” includes obtaining, recording, holding or disclosing information or data and carrying out operations on the information or data.
2. “Sensitive personal data” includes information held by the Company as to your physical or mental health, the commission or alleged commission of any offence by you and any proceedings for such an offence (including the outcome or sentence in such proceedings) .
3. The Company will treat all personal/sensitive data as confidential and will not use or process it other than for legitimate purposes. The Company will ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Reasonable steps will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

**Confidentiality**

1. You acknowledge that in the ordinary course of your employment you may be exposed to information about the business of the Company and that of the Company’s employees suppliers and customers which amounts to a trade secret, is confidential or is commercially sensitive and which may not be readily available to others engaged in a similar business to that of the Company and/or the Group or to the general public and which if disclosed will be liable to cause significant harm to the Company and/or the Group. You therefore agree to accept the restrictions in this Clause.
2. You will not during the period of your employment with the Company obtain or seek to obtain any financial advantage (direct or indirect) from the disclosure of information acquired by you in the course of your employment with the Company.
3. You will not either during your employment (or after its termination) without limit in time for your own purposes or for any purposes other than those of the Company (for any reason and in any manner) use or divulge or communicate to any person, firm, company or other organisation whatsoever and shall use your best endeavours to prevent the publication or disclosure of any secret or confidential information or information constituting a trade secret acquired or discovered by you in the course of your employment with the Company relating to the private affairs or business of the Company or its or their suppliers, customers, management or shareholders; including but not limited to:
	1. all information (including that comprised in or derived from formulae, techniques, designs, specifications, drawings, component lists, manuals, instructions and catalogues relating to the production of goods or provision of services; the design, selection, procurement, construction, installation or use of any plant, machinery or other equipment; tooling; design; the repair, service or rectification of products or plant; the supply, storage, assembly or packaging of materials; components or partly manufactured or finished products; or quality control, testing or certification; which is not intended by the persons in possession of such information for use by unauthorised persons; and
	2. all information relating to the marketing of any products or services (including customers’ names or lists, sales targets, sales statistics, market share statistics, marketing surveys and reports, marking research and any advertising or other promotion materials.
	3. all information relating to individual employees of the Company
4. The restrictions contained in this Clause do not apply to:
	1. any disclosure authorised by the Company or required in the ordinary and proper course of your employment or required by the order of a court of competent jurisdiction or by an appropriate regulatory authority or as otherwise required by law;
	2. any information which you can demonstrate was known to you prior to the commencement of your employment by the Company or is in the public domain otherwise than as a result of a breach by you of this Clause; or
	3. protected disclosures made pursuant to and in accordance with the Public Interest Disclosure Act 1998 and/or any policy on disclosure operated by the Company from time to time.
5. You consent to the Company monitoring and recording any use you make of the Company’s electronic communications systems for the purpose of ensuring that the Company’s rules are being complied with and for legitimate business purposes.

**Sickness or injury**

1. If you are absent from work due to illness or injury or for any other reason you must let the Company know at the earliest opportunity, by informing the Company by telephone on your first day of absence that you will be unable to attend work. You must in addition provide a self certificate in form SC1.
2. You must make every reasonable effort to telephone the Company by 9am on any day when you are expected to work in the morning or afternoon and by 3pm on any day when you are expected to work in the evening.
3. You must also keep the Company informed regularly if you continue to be absent and you must keep the Company informed of your likely return date. If you are absent due to sickness or injury for more than seven days you must at your own expense provide a certificate signed by a medical practitioner (“a medical certificate”) stating the reason for your absence and a further medical certificate in respect of each seven day period thereafter.
4. .If you are absent due to sickness or injury, the Company may require you to undergo a medical examination by a Company nominated doctor.
5. Provided you have complied with the requirements of this clause, the Company will pay you such Statutory Sick Pay (SSP) as the Company is required to pay by law. Any additional payments the Company may make to you in respect of any period of absence owing ti sickness or injury are at the Company’s absolute discretion.

**Annual holiday entitlement**

1. You will be entitled to 28 days paid leave in a full holiday year to be taken at times agreed with the Company, provided that
	1. you may not take more than 14 days’ leave in any one calendar month
	2. you may not take more than 14 consecutive days’ leave
	3. you must have agreed any period of leave with the Company at least one calendar month before the period of leave in question is due to commence, and have confirmed the period of leave in writing
	4. you must comply with such requirements as the Company may impose from time to time for recording periods of leave such as completing the holiday planner
	5. Paid leave entitlement cannot be carried forward and taken in subsequent years
	6. Leave may not be taken between December 1st and January 7th inclusive

**Holiday pay on commencement and termination of employment**

1. If you join or leave the Company during the holiday year, which runs from 1 January to 31 December, you will be entitled in the year of joining or leaving to annual paid leave pro rata according to the proportion that the number of days you were employed by the Company during the holiday year bears to the number of days in the holiday year, rounded down to the nearest whole day.
2. If you leave the Company, the Company will pay you pay in lieu of annual paid leave accrued but not taken, calculated according to the formula set out in the **Fourth Schedule.** The Company will not pay you pay in lieu of annual paid leave in any other circumstances.
3. If when you leave the Company you have taken paid leave in excess of your entitlement then, an appropriate pro-rata deduction will be made from your final pay.

**Public holidays**

1. Owing to the nature of the Company’s business you agree that you will if the Company at its absolute discretion so requires work on all or any of the following public holidays even if they are not days on which you would otherwise have expected to work, namely: January 1st, Good Friday, Easter Monday, May Day Bank Holiday, Spring Bank Holiday, Later Summer Bank Holiday, Christmas Day, Boxing Day

**Maternity Leave, Paternity Leave and Parental Leave**

1. See **Fifth Schedule**

**Dependent Leave (Compassionate Leave)**

1. You are entitled to unpaid time off work to deal with emergencies involving a ‘dependant’. A dependant includes a husband, wife, child or parent, or anyone living in your household as a member of the family.
2. The Company is not required to pay you for days taken as Dependent Leave, although the Company may, at its absolute discretion, continue to pay you if it so decides.

**Disciplinary, grievance and dismissal procedures**

1. You and the Company agree to abide by the disciplinary, grievance and dismissal procedures. As at the date of this agreement, these are as set out in the First Schedule

**Equal opportunities policy and discrimination**

1. You must not discriminate either directly or indirectly against another employee or potential employee or customer or director of the Company or any other person with whom you come into contact in the course of your employment with the Company on the grounds of disability, age, colour, race, religion, ethnicity, nationality, marital status or sexual orientation.
2. You must comply with the Equal Opportunities Policy maintained by the Company from time to time
3. The Company will not discriminate against you on the grounds of disability, age, colour, race, religion, ethnicity, nationality, marital status or sexual orientation and will take all reasonable steps to prevent any other person from doing so

**Employee obligations**

1. You must devote your whole time and attention during business hours to furthering the business of the Company
2. You must work exclusively upon the Company’s business. You are not allowed to undertake any other paid employment during the time that you are employed by the Company without the express agreement in writing of the Company.
3. You must not take up any employment or business engagement, be it paid or unpaid, that could conflict with the terms of this contract or your employment, or which would result in your working in excess of 48 hours per week on average or which might be otherwise prejudicial to the interests of the Company or its parent, subsidiary and associated companies;
4. You must adhere to all Company rules, procedures, Codes of Conduct and policies as amended from time to time. For the avoidance of doubt such rules, procedures, Codes of Conduct and policies are not incorporated by reference into this Contract and may be changed, replaced or withdrawn at any time at the discretion of the Company
5. You must return to the Company either on request or on termination of your employment, in good condition, all property belonging to the Company in your possession

**Non Solicitation**

1. For the purpose of this Clause:
	1. “critical person” means any person who at any time during the period of three months before the termination of your employment was an employee, director, officer or agent of the Company who by reason of his or her employment, appointment, or engagement and particularly his/her seniority, or expertise and knowledge of trade secrets or confidential
	2. information of the Company is likely to be able to assist or benefit a competitor of the Company;
	3. “relevant customer” means any person, firm, company or organisation with whom you have dealt in the period of three months before the termination of your employment and who as a result of the Company’s dealings has bought goods or services from or been supplied with goods or services by the Company; “relevant goods or services” are goods or services which are the same as or of a similar kind to those which in the period of three months before the termination of your employment have been dealt in or supplied by you in the course of your duties for the Company
	4. “relevant period” means the period of three months immediately before the date your employment with the Company terminates or (where such provision is applied) the commencement of any period of exclusion if earlier;
	5. In the course of your employment by the Company you will have dealings with the suppliers and customers of the Company and access to the confidential information of the Company, and its officers, employees and customers and in order to safeguard the Company’s business you have agreed the following terms:
	6. You will not from the termination date either on your own account (whether directly or indirectly) or as a representative employee, partner, director, financier, shareholder or agent of any other person, firm, company or organisation:-
		1. for a period of six months directly or indirectly in connection with a business the same as or materially similar to that carried on by the Company or any relevant group company at the termination date
		2. solicit, induce or entice away from the Company any critical person or employ, engage or cause, procure or encourage the employment or engagement in any capacity by you or by any person, firm, company or organisation of any critical person
	7. None of the restrictions in this clause shall prevent you from:
		1. holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange; or
		2. being engaged or concerned in any business concern insofar as your duties or work shall relate solely to geographical areas where the business concern is not in competition with the Company or those parts of the business of the Company or any group company with you were was involved to a material extent in the relevant period; or being engaged or concerned in any business concern, provided that your duties or work shall relate solely to services or activities of a kind with which you were not concerned to a material extent in the relevant period.
	8. Whilst the restrictions in this Clause are regarded by the parties as fair and reasonable, it is declared that each of the restrictions in this Clause 19 is intended to be separate and severable. If any restriction is held to be unreasonably wide but would be valid if part of the wording were deleted, such restriction will apply with so much of the wording deleted as may be necessary to make it valid.
2. You and the Company agree that the period referred to in this clause will be reduced by one day for every day, during which at the Company’s direction above you have been excluded from the Company’s premises and/or have not carried out any duties or have carried out duties other than your normal duties.
3. If you apply for or are offered a new employment, appointment or engagement, before entering into any related contract you will bring the terms of this Clause to the attention of a third party proposing directly or indirectly to employ, appoint or engage you.

**Status of this contract**

1. This Contract contains the entire and only agreement between you and the Company and supersedes all previous agreements between you and the Company relating to the employment of you by the Company on the terms of this Contract (which shall be deemed to have been terminated by mutual consent)

**Collective agreements**

1. There are no collective agreements which directly or indirectly affect the terms and conditions of your employment

**Applicable law**

1. The law applicable to this Contract is the law of England and Wales

**FIRST SCHEDULE**

**Disciplinary, Grievance and Dismissal Procedures**

The grievance procedures can be instigated by you at any time, however, the disciplinary procedures relating to your employment will usually only apply after you have completed twelve months service with the company, except for the provisions relating to instant dismissal which take effect as soon as your employment commences.

For the avoidance of doubt the provisions in this schedule do not form part of your contract of employment but must be read in conjunction with it.

**DISCIPLINARY PROCEDURE**

**Purpose and Scope**

The company’s aim is to encourage improvement in individual conduct and consult with the individual before taking action. This procedure sets out the action which will be taken when the company is contemplating dismissal or taking disciplinary action.

**General Principles**

**Step 1 – Put it in writing**

In the case of dismissal or when disciplinary action is being considered, the company will put in writing what that action is being considered.

Similarly, if you have a grievance, you must put the reasons for your grievance, you must put the reasons for your grievance in writing to the company.

**Step 2 – Meet and discuss**

In either case, after allowing time to consider the issues raised, we both must meet to discuss the issues.

After that meeting the company will inform you of their decision and of your right to appeal.

You have the right to choose to be accompanied by either a fellow work colleague or qualified trade union official.

**Step 3 – Appeal – if required**

We must meet to discuss the issues. Following that meeting we will inform you of our decision.

You have the right to choose to be accompanied by either a fellow work colleague or qualified trade union official.

**Disciplinary Procedure**

**Stage 1 – Informal Warning**

Your manager will have an informal discussion with you regarding any problem and make sure you understand what you are doing wrong and what you need to do to come up to the required standards.

A brief note will be kept of the time, date and what was discussed and agreed.

**Stage 2 – Formal Written Warning**

If the issue is not resolved or the matter is more serious a written statement will be given to you and you will be invited to attend a meeting to have a formal discussion on the matter.

You have the right to be accompanied by either a fellow work colleague or a qualified trade union representative.

If your explanation is not satisfactory you may be issued with a formal written warning.

If your performance or misconduct is sufficiently serious a final warning may be issued with your right to appeal within five days or the receipt of the letter.

**Stage 3 – Final Written Warning**

If the issue is not resolved or the matter is more serious a written statement will be given to you and you will be invited to attend a meeting to have a formal discussion on the matter.

You have the right to be accompanied by either a fellow work colleague or a qualified trade union representative.

If your explanation is not satisfactory a final written warning will be issued with your right to appeal within five days or the receipt of the letter.

**Stage 4 – Dismissal**

If the issue is not resolved or the matter is more serious a written statement will be given to you and you will be invited to attend a meeting to have a formal discussion on the matter.

You have the right to be accompanied by either a fellow work colleague or a qualified trade union representative.

If your explanation is not satisfactory we may serve notice to terminate your employment along with your right to appeal within five days or the receipt of the letter.

**INSTANT DISMISSAL**

If the company considers instant dismissal is the appropriate course of disciplinary action you will be suspended from work on full pay for a minimum period of 48 hours to allow investigation of the matters that led to your suspension.

If after investigation in a serious case as set out below (the list is not exhaustive) you may be instantly dismissed and given a written statement setting out what you have done or failed to do with the right to appeal within five days of receipt of the letter.

* Theft
* Misuse or deliberate damage of company property
* Fraud, giving away drinks or food deliberately
* Under or over charging customers
* Incapacity to work due to being under the influence of alcohol or illegal drugs
* Physical assault or threatening behaviour
* Gross insubordination in front of witnesses
* Adulteration of goods whether intended for sale or otherwise
* Acts of discrimination
* Serious breach of Food Hygiene Regulations
* Persistent bad time-keeping
* Absence without permission
* You are required to comply with Health and Safety rules and to take steps as are reasonably practical for your own health and safety and that of others; failure to do so may result in instant dismissal

**Licensing Act 2003 – Serious breaches of any of the four licensing objectives:**

* **Prevention of crime and disorder**
* **Public safety**
* **Prevention of a public nuisance**
* **Protection of children from harm**

**All serious breaches of any of the four licensing objectives may result in instant dismissal**

**APPEALS**

If you wish to appeal against any disciplinary decision you must do so to the company within five working days of written receipt of the warning/dismissal letter.

**GRIEVANCE PROCEDURE**

If you have a grievance regarding any issue relating to your employment you should first discuss it informally with your manager.

If this fails to resolve the problem you should write to the company asking for a formal meeting with details of your grievance.

You can be accompanied to the meeting with either a fellow work colleague or qualified trade union representative.

**SECOND SCHEDULE**

**Job title: [POSITION]**

**[JOB DESCRIPTION]**

To undertake tasks not specified above which could reasonably be held to be associated with these subjects and which are in furtherance of the Company's interests, as laid down in the Front Of House Service Manuals.

**THIRD SCHEDULE**

Your normal weekly days, times and hours of work as at the date of your Contract of Employment are as follows:

Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday

As detailed in the published work roster displayed from time to time in the kitchen.

**FOURTH SCHEDULE**

**Formula for calculating accrued holiday pay on termination of employment**

**FIFTH SCHEDULE**

**Maternity Leave, Paternity Leave and Parental Leave**

**Maternity leave**

If you are pregnant you are entitled to 52 weeks paid maternity leave. If you are eligible you the first 26 weeks is Ordinary Maternity Leave and last 26 weeks is Additional Maternity Leave.

If you are pregnant you must tell the Company in writing at least 15 weeks before the beginning of the week your baby is due. If this is not possible you must tell the Company soon as possible.

You must say:

you are pregnant

when the baby is due

When you want to start your maternity leave, provided that you may change the date later, provided you give the Company 28 days written notice of any change

You must obtain from your doctor and give the Company copy of Form MAT B1.

When you tell the Company that you are pregnant you and the Company will undertake a Health and Safety Risk Assessment. You and the Company will then agree what work you may safely undertake during your pregnancy and work which you may not undertake during your pregnancy. You must co-operate fully in the risk assessment and abide by the agreement based on it.

Once you have told the Company that you want to take maternity leave, the Company will within 28 days inform you in writing of the date when your leave will end.

You can start your leave any time from 11 weeks before the beginning of the week when your baby is due. If you are off work because of your pregnancy in the four weeks before the expected birth date, the Company can, at its absolute discretion, make you start your maternity leave.

You need not take all of your maternity leave, but you must take two weeks of compulsory maternity leave after your baby is born.

If your baby dies, provided you meet all the other conditions, you can still take maternity leave if your child is:

stillborn after 24 weeks of pregnancy

born alive at any point of the pregnancy

The Company is entitled to make reasonable contact with you during maternity leave. This might be to discuss such things as arrangements for your return to work, or to update you on any significant changes in the workplace while you have been away.

Your maternity leave and pay will normally come to an end when you return to work. However, you may do up to ten days’ work during your maternity leave without losing maternity pay or bringing your leave to an end, provided

You and the Company agree

You and the Company agree how much pay you are to receive for any days worked during maternity leave

If you become pregnant again during maternity leave, you will be entitled to further ordinary and additional maternity leave in accordance with this Contract and your statutory rights.

**Statutory Maternity Pay (‘SMP’)**

To qualify for SMP you must have been:

employed by the Company without a break for at least 26 weeks into the 15th week before the week your baby is due

and meet the lower earnings limit (LEL) for National Insurance contributions.

SMP rate is:

90% of your average weekly earnings (for the purpose of this Contract 17 weeks preceding the first day of leave) for the first six weeks of your maternity leave

for the remaining 33 weeks either [£*CURRENT RATE]* per week or 90% per cent of your average earnings (for the purpose of this Contract 17 weeks preceding the first day of leave), if this 90% rate is less than ]£CURRENT RATE]per week.

**Paternity Leave**

If you are the biological father of a baby due to be born or if you adopt a baby during your employment you may be eligible for 1 or 2 weeks paid Ordinary Paternity Leave and if the mother or co-adopter of the baby returns to work 26 weeks of paid Additional Paternity Leave.

To qualify for leave, you must tell the Company in writing at least 15 weeks before the beginning of the week when the baby is due:

when the baby is due

whether you want one or two weeks leave

when you want the leave to start, provided that you may change the date later, provided you give the Company 28 days written notice of any change

If you are the biological father of the child, or are the mother's husband or partner (including a mother's partner in a same-sex relationship) and

have been employed by the company for at least 26 weeks by the end of the 15th week before the beginning of the week when the baby's due and

will be fully involved in the child's upbringing and are taking the time off to support the mother or care for the baby

then this leave is paid if you earn at least the lower earnings limit (LEL) for National Insurance contributions.

If you earn less than the LEL you are entitled to unpaid paternity leave.

You can take either one or two weeks’ paternity leave. You cannot take odd days off, and if you take two weeks they must be taken together.

You can choose to start the leave on the day the baby is born, a number of days or weeks after the baby is born from a specific date after the first day of the week in which the baby is expected to be born.

Your leave can start on any day of the week (but not before the baby is born), but has to finish within 56 days of the baby being born or, if the baby is born before the week it was due, within 56 days of the first day of that week.

If your partner ha a multiple birth, you are only allowed one period of paternity leave.

In the event your baby dies, provided you meet all the other conditions, you can still take paternity leave if your child is:

stillborn after 24 weeks of pregnancy

born alive at any point of the pregnancy

If you take paternity leave, and meet the lower earnings limit (LEL), you will be paid statutory paternity pay (SPP) during your leave.

**Statutory Paternity Pay (‘SPP’)**

The amount of SPP is [£CURRENT RATE]or 90% of your average weekly earnings (for the purpose of this Contract 17 weeks preceding the first day of leave) if this is lower.

You must give the Company 28 days’ notice of the date on which you want SPP to start.

**Parental Leave**

You have the right to parental leave if you:

have been employed by the Company for a year or more and

you are a parent named on the child's birth certificate or

you are named on the child's adoption certificate or

you have legal Parental Responsibility for a child under five (18 if disabled)

For those who qualify entitlement is 18 weeks leave for every child, the leave to be taken by the 5th birthday (or up to five years after the placement date of an adopted child) and 18 weeks for each disabled child, up to the child's 18th birthday.

No more than 4 weeks can be taken in any one year. Leave must be taken in blocks of one week.

You must give the company 21 days’ notice in writing of your intention to apply for the leave.

This leave is unpaid.