

Written statement of employment particulars template

This is the statutory statement, not a full employment contract. It contains every particular s.1 ERA 1996 requires, in the order the section lists them, so you can check nothing is missing. Most employers merge it into their contract - if you do, keep every heading below. It must be issued on or before the employee's first day.

The template

Replace each [bracketed placeholder]. Copy it straight from this page, or download the PDF above.

Written statement of employment particulars

Issued by [Company name] ("the Company") of [registered address] to [employee name] of [employee address], in accordance with section 1 of the Employment Rights Act 1996. Date of issue: [date].

1. Employment dates

Your employment with the Company begins on [date]. Your period of continuous employment began on [date]. [No employment with a previous employer counts towards your continuous employment. / Your employment with [previous employer] from [date] counts towards your period of continuous employment.]

2. Job title and duties

You are employed as [job title]. Your main duties are [brief description]. The Company may reasonably require you to carry out other duties within your competence, and to work at [location] or any other Company site within reasonable travelling distance.

3. How long the employment is expected to last

[Your employment is permanent and continues until ended by either party giving notice under clause 9. / Your employment is for a fixed term ending on [date]. / Your employment is expected to last until [event], and is not permanent.]

4. Probationary period

[Your employment is subject to a probationary period of [X] months. During it, your performance and suitability will be reviewed [monthly] and the notice either party must give is [1 week]. The Company may extend the period by up to [X] months. Your employment is confirmed only when the Company writes to you saying so. / There is no probationary period.]

5. Place of work

Your normal place of work is [address]. [You may be required to work at other Company locations. / You work remotely, and your place of work is your home at [address], attending [location] [frequency].] The Company's address is [registered address]. [You will not be required to work outside the United Kingdom for more than one month. / You will be required to work in [country] from [date] for [period]; while there your remuneration will be [details], any additional benefits will be [details], and the terms on your return will be [details].]

6. Hours of work

[Your normal hours are [X] per week, worked [days] between [time] and [time], with an unpaid break of [X] minutes. / Your hours vary. You are not guaranteed a minimum number of hours. Hours are offered [how], with [X] notice, and you may decline offered work.] [Any variation in the days or hours you are required to work is determined by [method].] [You may be required to work reasonable additional hours, which are [paid at / unpaid / compensated by time off in lieu].]

7. Pay

Your salary is £[amount] per [year/hour], paid [monthly] in arrears on [the last working day of each month] by bank transfer. [Overtime is paid at [rate].] [Your pay will be reviewed [annually] in [month]; a review does not guarantee an increase.] Deductions will be made as required by law, and the Company may deduct any sums you owe it where your agreement to that deduction is recorded in writing.

8. Holiday and holiday pay

Your holiday entitlement is [X] days per leave year including / plus the usual [8] bank holidays, pro-rated for part-time work and for part years. The leave year runs from [date] to [date]. Holiday pay is [a day's normal pay, calculated on the average of the previous 52 paid weeks where your pay varies]. On termination you will be paid for accrued untaken holiday, and [any holiday taken in excess of your accrued entitlement may be deducted from your final pay]. [Carry-over: up to [X] days may be carried into the next leave year and must be taken by [date].]

9. Notice

The Company will give you [statutory minimum / [X] weeks], and you will give the Company [X] weeks. Statutory minimum notice from the Company is one week after one month's service, rising by one week for each complete year of service from two years, to a maximum of twelve weeks. [The Company may pay you in lieu of notice.]

10. Sickness absence and sick pay

If you cannot attend work you must tell [role] by [time] on the first day of absence and keep the Company informed. Absence of more than seven calendar days requires a fit note. You are entitled to statutory sick pay if you qualify. [In addition the Company pays [X] weeks at full pay and [X] weeks at half pay in any rolling 12-month period, at the Company's discretion and subject to compliance with this clause. / The Company does not pay company sick pay.]

11. Other paid leave

You are entitled to statutory family leave and pay - maternity, paternity, adoption, shared parental, parental, neonatal care and bereaved partner leave - as set out in the relevant policies. Carer's leave of up to one week per rolling 12 months is available unpaid from your first day. [Other paid leave: [details].]

12. Pensions

The Company operates [scheme name] as its qualifying workplace pension scheme, and you will be automatically enrolled if you meet the statutory criteria. Employer contributions are [X]% and employee contributions [X]% of [qualifying earnings / total pay]. [A contracting-out certificate is not in force.]

13. Other benefits

[The Company provides [benefit], subject to the terms of the benefits policy and to the provider's rules. These benefits are non-contractual and may be varied or withdrawn on [one month]'s written notice. / The Company provides no benefits other than those set out above.]

14. Training

[The Company requires you to complete [training], which it will pay for. / The Company will provide [entitlement].] [You are required to complete [training] at your own cost, and the Company will not meet it.] [Where the Company funds training costing more than £[amount], repayment terms will be agreed with you in writing before it begins.]

15. Collective agreements

[No collective agreements affect your terms of employment. / Your terms are affected by the collective agreement between [Company] and [union] dated [date].]

16. Disciplinary and grievance

The Company's disciplinary and grievance procedures are set out in [the staff handbook / the disciplinary policy], which do not form part of your contract. To raise a grievance, write to [role]. To appeal a disciplinary decision, write to [role] within [5] working days.

Acknowledgement

Signed for and on behalf of [Company name]:..... Date:..... I confirm I have received this written statement of employment particulars:.....
Date:.....

Using it

Three things to get right. It must reach the employee on or before their first day, so it belongs in the offer pack, not the induction pack. Clause 6 must describe hours honestly - if they vary, say they vary and how they are decided, rather than leaving a default figure that is not true. And if you merge this into a fuller contract with confidentiality, IP and post-termination clauses, keep every heading above: those extra clauses are yours to negotiate, but these ones are required. This is a starting point for a general UK employer and is not legal advice. Anything unusual - TUPE service, overseas work, a fixed term with a specific purpose, or restrictive covenants you intend to enforce - is worth a solicitor's eye before it is issued.

A free template from CoDash - codash.co.uk/templates. Edit it to match how your company actually works, and take advice on anything unusual.