INSERT DATE

JOINT EMPLOYMENT CONTRACT

between

[EMPLOYER 1] and [EMPLOYER 2]

and

INSERT EMPLOYEE NAME

**THIS AGREEMENT** is dated (INSERT DATE)

Parties

1. [EMPLOYER 1] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [ADDRESS].
2. [EMPLOYER 2] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [ADDRESS].
3. INSERT NAME AND ADDRESS OF STAFF

Agreed terms

1. Interpretation
   1. The definitions and rules of interpretation in this clause 1 apply in this agreement.

Appointment**:** the employment of the Employee by the Employers on the terms of this agreement.

Board**:** the board of directors of the Employers (including any committee of the board duly appointed by it).

Commencement Date**:** INSERT DATE

Confidential Information**:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Employers for the time being confidential to the Employers and trade secrets including, without limitation, technical data and know-how relating to the business of the Employers or any of their business contacts.

Employers:[EMPLOYER 1] and [EMPLOYER 2].

Incapacity**:** any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out her duties.

* 1. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1. Term of appointment
   1. The Employee is employed by both [EMPLOYER 1] and [EMPLOYER 2]. [EMPLOYER 2] is authorised by [EMPLOYER 1] in respect of the Appointment to act as its agent. Accordingly, all acts of [EMPLOYER 2] should also be seen as acts of [EMPLOYER 1] and the employee should follow the reasonable instructions of both parties.
   2. The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either the Employers or the Employee in accordance with the relevant section regarding notice periods as detailed in the [EMPLOYER 1] Employee Handbook.
   3. The first 6 months of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time on one week's notice or payment in lieu of notice. The Employers may, at their discretion, extend the probationary period for up to a further 3 months. During the probationary period the Employee's performance and suitability for continued employment will be monitored. At the end of the probationary period the Employee will be informed in writing if she has successfully completed her probationary period.
   4. Your period of continuous employment began on INSERT DATE
   5. No employment with any previous employer counts as part of your period of continuous service with the Employers.
   6. In the event that one or other of the Employers wish to terminate the Appointment, the other employer may also do so if it considers it appropriate.
   7. Your role requires you to be able to drive a vehicle, therefore it is a condition of your employment that you hold and continue to hold a current diving licence. Where a company vehicle is not provided to you, it is also a condition of your employment that you have use of a vehicle. In the event that you lose your driving licence or cease to have use of a vehicle for any reason whatsoever, the company reserves the right to terminate your employment.
2. Employee warranties
   1. The Employee represents and warrants to the Employers that, by entering into this agreement or performing any of her obligations under it, she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on her.
   2. The Employee warrants that she is entitled to work in the United Kingdom without any additional approvals and will notify the Employers immediately if she ceases to be so entitled during the Appointment.
3. Duties
   1. The Employee shall undertake the duties set out in the job description attached hereto of [POSITION] or such other role as the Employers consider appropriate.
   2. When carrying out duties for [EMPLOYER 1] the Employee shall report to INSERT [EMPLOYER 1] MANAGER NAME. When carrying out duties for [EMPLOYER 2] the Employee shall report to INSERT [EMPLOYER 2] MANAGER NAME.
   3. During the Appointment the Employee shall:
      1. unless prevented by Incapacity, devote the whole of her time, attention and abilities to the business of the Employers;
      2. diligently exercise such powers and perform such duties as may from time to time be assigned to her by the Employers;
      3. comply with all reasonable and lawful directions given to her by the Employers;
      4. promptly make such reports to the Employers in connection with their affairs on such matters and at such times as are reasonably required;
      5. report her own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Employers immediately on becoming aware of it;
      6. use her best endeavours to promote, protect, develop and extend the business of the Employers; and
      7. Consent to the Employers monitoring and recording any use that she makes of the Employers' electronic communications systems for the purpose of ensuring that the Employers' rules are being complied with and for legitimate business purposes.
   4. The Employee shall comply with any rules, policies and procedures as are applicable from time to time. Such rules, policies and procedures do not form part of this agreement and the Employers may amend them at any time. To the extent that there is any conflict between the terms of this agreement and such rules, policies and procedures this agreement shall prevail.
   5. All documents, manuals, hardware and software provided for the Employee's use by the Employers, and any data or documents (including copies) produced, maintained or stored on the Employers' computer systems or other electronic equipment (including mobile phones), remain the property of the Employers.
   6. Arrangements for day-to-day work, management and reporting remain independent to each of the Employers and will be agreed between them from time to time.
   7. Personal development and performance appraisals may be carried out during the Appointment, and such will be undertaken by each of the Employers as appropriate.
4. Place of work
   1. The Employee's normal place of work is [ADDRESS] or such other place which the Employers may reasonably require for the proper performance and exercise of her duties.
   2. The Employee agrees to travel on the Employers' business (both within the United Kingdom) as may be required for the proper performance of her duties under the Appointment.
5. Hours of work
   1. The Employees normal working hours shall be INSERT HOURS OF WORK hours and such additional hours as are necessary for the proper performance of her duties. (The Employee acknowledges that she shall not typically receive further remuneration in respect of such additional hours.)
   2. The amount of work required to be carried out for [EMPLOYER 1] and [EMPLOYER 2] shall vary from week to week and the Employee shall keep such records of the time spent on each Employer’s work as required from time to time by the Employers.
6. Salary
   1. The Employee shall be paid an initial salary of INSERT SALARY per annum. It will be paid by [EMPLOYER 1] on behalf of itself and [EMPLOYER 2] .The costs will then be apportioned as between [EMPLOYER 1] and [EMPLOYER 2] to reflect the amount of the work carried out by the Employee on behalf of each employer.
   2. The Employee's salary shall accrue from day to day and be payable monthly in arrears on or about the 15th day of each month directly into the Employee's bank or building society.
   3. The Employee's salary shall be reviewed annually. The Employers are under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.
   4. The Employers may deduct from the salary, or any other sums owed to the Employee, any money owed to the Employers by the Employee.
7. Expenses

The Employers shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.

1. Holidays
   1. The Employee shall be entitled to [NUMBER] days' paid holiday in each holiday year (calculated on a pro rata basis by reference to a full-time entitlement of [NUMBER] days holiday each year) together with the usual public holidays (or days in lieu where the Employers requires the Employee to work on a public holiday). The Employers’ holiday year runs between [DATE] and [DATE]. If the Appointment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro-rata basis.
   2. Holiday shall be taken at such time or times as shall be approved in advance by the Employers. The Employee shall not without the consent of the Employers carry forward any accrued but untaken holiday entitlement to a subsequent holiday year unless the Employee has been unavoidably prevented from taking such holiday during the relevant leave year because of sickness absence or statutory maternity, paternity or adoption leave.
   3. The Employee shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Appointment.
   4. If on termination of the Appointment the Employee has taken in excess of her accrued holiday entitlement, the Employers shall be entitled to recover from the Employee by way of deduction from any payments due to the Employee or otherwise one day's pay for each excess day.
   5. If notice to terminate the Appointment has been served, the Employers may require the Employee to take any accrued but unused holiday entitlement during the notice period.
2. Incapacity
   1. If the Employee is absent from work due to Incapacity, she shall notify [NAME] of the reason for the absence as soon as possible but no later than [TIME] on the first day of absence.
   2. The Employee shall certify her absence in accordance with the Employers sickness policy which are available from [NAME] and [NAME].
   3. Subject to the Employee’s compliance with this agreement and the Employers sickness policy (as amended from time to time), the Employee shall receive statutory sick pay (SSP). The Employee’s qualifying days for SSP purposes are Monday to Friday.
   4. The Employee agrees to consent to medical examinations (at the Employers' expense) by a doctor nominated by the Employers should the Employers so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Employers and the Employers may discuss the contents of the report with the relevant doctor.
   5. The rights of the Employers to terminate the Appointment under the terms of this agreement apply even when such termination would or might cause the Employee to forfeit any entitlement to sick pay or other benefits.
3. Confidential Information
   1. The Employee acknowledges that in the course of the Appointment she will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 11.
   2. The Employee shall not (except in the proper course of her duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use her best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:
      1. any use or disclosure authorised by the Employers or required by law;
      2. any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
      3. any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
4. Payment in lieu of notice
   1. Notwithstanding clause 2, the Employers may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Employers are exercising their right under this clause 12 and that they will make a payment in lieu of notice (Payment in Lieu), or the first instalment of any Payment in Lieu, to the Employee. This Payment in Lieu will be equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this agreement during the notice period referred to at clause 2 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:
      1. any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
      2. any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
      3. any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
   2. The Employers may pay any sums due under clause 12.1 in equal monthly instalments until the date on which the notice period referred to at clause 2 would have expired if notice had been given. The Employee shall be obliged to seek alternative income during this period and to notify the Employers of any income so received. The instalment payments shall then be reduced by the amount of such income.
   3. The Employee shall have no right to receive a Payment in Lieu unless the Employers have exercised their discretion in clause 12.1. Nothing in this clause 12 shall prevent the Employers from terminating the Appointment in breach.
   4. Notwithstanding clause 12.1 the Employee shall not be entitled to any Payment in Lieu if the Employers would otherwise have been entitled to terminate the Appointment without notice in accordance with clause 13. In that case the Employers shall also be entitled to recover from the Employee any Payment in Lieu (or instalments thereof) already made.
5. Termination without notice
   1. The Employers may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:
      1. is guilty of any gross misconduct affecting the business of the Employers;
      2. commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Employers;
      3. is, in the reasonable opinion of the Employers, negligent and incompetent in the performance of her duties;
      4. is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
      5. ceases to be eligible to work in the United Kingdom;
      6. is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Employers brings or is likely to bring the Employee or the Employers into disrepute or is materially adverse to the interests of the Employers; or
      7. is guilty of a serious breach of any rules issued by the Employers from time to time regarding its electronic communications systems.
   2. The rights of the Employers under clause 13.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the agreement to an end. Any delay by the Employers in exercising its rights to terminate shall not constitute a waiver thereof.
6. Obligations on termination
   1. On termination of the Appointment (however arising) the Employee shall:
      1. Immediately deliver to the Employers all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Employers or their business contacts, any keys, credit card and any other property of the Employers which is in her possession or under her control;
      2. irretrievably delete any information relating to the business of the Employers stored on any magnetic or optical disk or memory and all matter derived from such sources which is in her possession or under her control outside the Employers' premises; and
      3. provide a signed statement that she has complied fully with her obligations under this clause 14.1 together with such reasonable evidence of compliance as the Employers may request.
7. Disciplinary and grievance procedures
   1. The Employee is subject to the Employers' disciplinary and grievance procedures, copies of which are available from [POSITION]. These procedures do not form part of the Employee's contract of employment.
   2. If the Employee wants to raise a grievance, she may apply in writing in accordance with the Employers' grievance procedure.
   3. If the Employee wishes to appeal against a disciplinary decision she may apply in writing in accordance with the Employers' disciplinary procedure.
   4. The Employers may suspend the Employee from any or all of her duties during any period in which the Employers are investigating any disciplinary matter involving the Employee or while any disciplinary procedure against the Employee is outstanding.
8. Pensions
   1. The Employers will comply with their pension duties in accordance with Part 1 of the Pensions Act 2008.
9. Data Protection
   1. The Employers will collect and process information relating to the Employee in accordance with their privacy notices which are available from [POSITION]. The Employee is required to sign and date the privacy notices, and return to [POSITION].
   2. The Employee shall comply with the Employers’ privacy notices when handling personal data in the course of employment including personal data relating to an employee worker, contractor, customer, client, supplier or agent of the Employers.
   3. Failure to comply with the privacy notices may be dealt with under the Employers’ Disciplinary policy and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
10. Collective agreements

There is no collective agreement which directly affects the Appointment.

1. Entire agreement
   1. This agreement and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
   3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
   4. Nothing in this clause shall limit or exclude any liability for fraud.
2. Variation

No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. Third party rights

No one other than a party to this agreement shall have any right to enforce any of its terms.

1. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

1. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**WRITTEN STATEMENT OF TERMS AND CONDITIONS**

**Issued to:** INSERT STAFF NAME **on** INSERT DATE

This Statement of Terms and Conditions of Joint Employment constitutes the entire agreement between you and the Employers and takes the place of any other employment contract you may have had with the Employers.

I hereby acknowledge that I accept the terms and conditions of employment of this Agreement as detailed above and that I have received a copy of it.

Date .................................. Signed ..................................................... …………

(for and on behalf of [EMPLOYER 1])

Date .................................. Signed ..................................................... …………

(for and on behalf of [EMPLOYER 2])

Date ................................ Signed .....................................................................

(the Employee)