

# Employment Contract Questionnaire

## 1. Name of Employer and Employee

This will be the name of the direct employer rather than any parent company for example. If the Company is part of a Group please let us have details of the Group as well.

## 2. Any Conditions Precedent to the taking up of employment

For example, is the employment subject to the taking up of references; passing a medical examination; obtaining a driving licence or some other qualification, production of immigration documents, satisfactory references/CRB/ISA

## 3. Date of Commencement of Employment

Date when employment began, or is to begin

## 4. Details of any Continuous Employment

If there has been a transfer of the business, any previous employment in the business before the transfer may be deemed to continue into the current business.

## 5. Job Title and Job Description

Please outline each and every function that the employee may be asked to carry out. If there is any chance that the employee may be asked to undertake tasks, which are different to those they would normally perform, please tell us, so we can ensure that we draft a clause that provides for maximum flexibility.

Please also provide details of who the employee is to report to.

## 6. Place of Work

If there is any prospect now or in the future that the employee may be required to work other than at the principle place of business, please tell us and we will draft an appropriate mobility clause.

Will the employee spend any time working from home?

Will the employee be required to live at a particular place in order to carry out the job?

## 7. Probationary Period

If there is to be a probationary period prior to confirmation of employment please specify for how long. Do you wish to have the right to extend any probationary period? If so, for how long?

## 8. Hours of Work

What are the employee's normal hours of work?

The Working time Regulations specify an upper limit of 48 hours in any seven-day period. Do you wish the employee to opt out of these regulations?

Please note 'working time' can have a wide definition. We therefore need to know the following:-

Is there any 'on call' time?

Will the employee be sleeping on the premises?

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Will the employee be residing at the same place he works?

Is night work involved?

Is the employee going to be working overtime? If so, is it mandatory and what is the rate of pay?

Will the employee be entitled to take time off in lieu of any overtime worked?

Is the employee going to be doing shift work or will flexitime be available? If so please let us have full details.

Are there any time keeping or clocking in procedures?

Is the employee going to be expected to work Sundays?

If the work could be described as monotonous, eg factory line type work, please tell us as this may give rise to additional health and safety obligations.

### 9. Salary

Please let us have details of the rate, method and frequency of payment.

Are salaries reviewed? If so when?

Are there any reductions you wish to be able to make from the salary (e.g. overpayments, loan repayments etc)?

Do you wish to include any provisions relating to expenses?

### 10. Other Benefits

We need full details of any other benefits that the employee may enjoy such as:-

- Bonus Schemes – discretionary/performance related/contractual
- Commission Structures
- Pension Schemes
- Medical Insurance
- Permanent Health Insurance
- Life Assurance
- Share Schemes
- Loans - eg for study or season ticket
- Company Car
- Car Allowance
- Luncheon Vouchers
- Company Phone

### 11. Holidays

We need the following information:-

The number of days holiday. The minimum under the WTR is 28 days.

Does this figure include public holidays?

What is the holiday year?

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What is the procedure for booking a holiday?

Are there any restrictions on when it can be taken?

Can holiday entitlement be carried forward?

Will holiday accrue on a monthly basis or will the entirety of it become available upon commencement of employment?

At what rate will holiday be paid at and how will this be achieved? It may be possible to roll up holiday pay into an hourly rate or even a salary.

Will holiday entitlement increase with years of service?

Will the employee be entitled to take holiday during any probationary period?

Is the employee entitled to use holiday during sick leave?

Do you have any annual shut-down periods? Will the employee be required to take holiday during these periods?

Do you wish to reserve the right to require the employee to take outstanding holiday during any period of notice given to terminate the employment?

Will contractual holiday in excess of the statutory entitlement continue to accrue during long time sick leave?

### 12. Sickness Absence

Will the employee be entitled to contractual sick pay? If so for how long and at what rate? Is there a waiting period before the employee is eligible (e.g. after completion of any probationary period)?

If the employee will receive SSP, will you be supplementing that payment and if so for how long and at what rate?

Under what circumstances will contractual sick pay be paid? Whilst it can be discretionary there will be limits upon how the discretion is exercised.

What notification requirements should be imposed both initially and thereafter?

Will the employee be entitled to any time off in the event that a dependant is ill? If so are there any restrictions placed upon such leave?

We recommend clauses for the obtaining of medical reports and information in the case of long term and persistent short-term absences.

We also recommend a clause for the repayment of contractual sick pay if the absence is due to the negligence of a third party and that loss is recoverable e.g. if the employee is involved in a road accident that is not his fault.

### 13. Training Costs

Does the role involve training or the pursuit of a recognised qualification? If so, you may wish to consider a provision allowing you to recoup some or all of the training costs you have incurred if the employee leaves your employment whilst still training or shortly after? Often this is tapered so that the employee is required to pay back 100% if they leave within 6 months, 75% within 12 months, 50% within 18 months and 25% up to 2 years.

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### 14. Conflicting Employment

In some circumstances you may be able to prevent the employee working for another employer whilst still employed with you. Do you have any reason to do so?

### 15. Data Protection

You are legally obliged to inform your employee what data you will be storing about him, whether stored electronically or in a paper filing system. Please let us have details of the categories of information that you will be keeping.

### 16. Confidentiality

Will the employee come across confidential information? If so please let us have details of the categories of this information.

### 17. Restrictive Covenants

In very limited circumstances an employer may be entitled to restrict who an employee goes to work for after his employment comes to an end. The courts are very reluctant to uphold such clauses and they must be drafted very carefully. If you think that this may apply to you then we recommend that we have a meeting to discuss your requirements.

### 18 Intellectual Property

Is the employee in a creative role or likely to have creative input outside the scope of the employment? If so, you may require an assignment of copyright and intellectual property and should raise this with us.

### 19. Termination

How much notice do you want to give to the employee and how much do you want them to give to you? Please note that there are statutory minimum requirements which govern the notice you are required to give an employee in order to terminate his/her employment. This is currently one week per year of continuous service, subject to a maximum of twelve weeks notice.

Do you wish to have the option to pay the employee in lieu of notice?

Do you wish to have the option of keeping the employee at home with pay during his notice period (otherwise known as garden leave)?

Do you wish to recover any overpaid holiday upon termination of employment?

Will the employee have any company property (e.g. car, phone, computer, pass, credit card) which should be returned on termination of employment?

### 20. Collective/Workforce Agreements

These are written agreements with trade unions or workers representatives. Do you have any? If so, who are the parties to such agreements and where are copies kept?

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### 21. Overseas Employment

Will the employee be required to work overseas? If so, for what period? In what currency will the employee be paid? Will the employee receive additional pay? What terms and conditions apply to the employee's return to the UK?

### 22. Pensions

Do you operate an occupational pension scheme? If so, where can the employee obtain details of it?

Will you be contributing to the employee's personal pension plan? If so by what percentage?

Is a contracted out pensions certificate in place?

### 23. Disciplinary/Grievance Procedure

Please can you identify any disciplinary offences that you would consider to amount to gross misconduct, which are specific to the particular job. Obviously theft and fighting for example would be included anyway.

How many managers are available to become involved in the disciplinary procedure. Normally there should be at least two, as there should be someone available to hear an appeal from the first manager's decision.

Who is the person who will deal with grievances?

Do you have a specific policy covering disciplinary and grievances procedures? If so, where can it be found?

### 24. Maternity/Paternity/Adoption Leave

Will you be offering anything to your employees over and above the minimum statutory requirements? If so, please let us have details.

### 25. Employee Monitoring

Will you now or at any time in the future wish to monitor your employee's e-mail, telephone or internet traffic?

Will they be subject to CCTV monitoring?

### 26. Specific Categories of Employee

Does your employee fall into any one of the following categories:-

Agency worker  
Betting office worker  
Casual, occasional or temporary staff  
Consultant  
Factory worker or shift worker  
On Fixed Term Contract or employed for single project  
Home worker  
Managerial staff  
Office staff or working in the financial sector  
Overseas worker  
Part time worker  
Residential staff

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Salesman  
Shop worker

## 27.Policies

We recommend that you implement or review the following policies and procedures:-

	<i><b>In Place (✓ or X)</b></i>	<i><b>Date of last review</b></i>
Equal Opportunities Policy		
Anti-Harassment and Bullying Policy		
Expenses Policy		
Data Protection Policy		
Email and Internet Policy		
Attendance/Sickness Absence Policy		
Health and Safety Policy		
Stress Policy		
Whistleblowing Policy		
Capability/Performance Appraisal Procedure		
Disciplinary Procedure		
Grievance Procedure		
Maternity Policy		
Paternity Policy		
Adoption Policy		
Parental Leave Policy		
Time-off for Dependants Policy		
Funeral Attendance, Compassionate Leave, Jury Service and other Public Duties Policy		
Recruitment and Development Policy		
Flexible Working Policy		
Retirement Policy		

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Having a clear policy and/or procedure in place in relation to these areas can make both the employer and the employee more aware of their rights and obligations to each other. If correctly implemented they can also serve as a useful defence to tribunal claims brought by employees

If you would like to know more about this topic or our other legal services, please contact:

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