PART-TIME CONTRACT OF EMPLOYMENT

[Note: This contract has legal consequences for both parties. Adapt it to the job and take advice from an employment lawyer before relying on it. Check that pay, holiday, sick pay and benefits are in proportion to a comparable full-time employee's: anything less needs objective justification.]

This agreement is dated [Effective date].

Parties

(1) [Your company name], a company registered in England and Wales with company number [Your company number], whose registered office is at [Your company address] (the "Company"); and

(2) [Employee name] of [Employee address] ("you").

Background

(A) The Company employs you part time on the terms of this agreement, which is also your written statement of employment particulars under the Employment Rights Act 1996.

(B) The Company's staff handbook contains policies and procedures that apply to you. They are not part of your contract, except where this agreement says so.

Agreed terms

1. Start of employment

1.1 Your employment starts on [Start date].

1.2 Your period of continuous employment began on [Continuous employment from]. No employment with a previous employer counts towards it, unless that date shows otherwise.

1.3 Your employment is permanent, subject to the probationary period below and to its ending by notice.

1.4 Your employment is conditional on your having the right to work in the UK. You must give us the documents we need to check this before you start, and again if your permission to work is time limited.

2. Job title and duties

2.1 You are employed as [Job title] in [Department], reporting to [Reports to].

2.2 Your main duties are: [Main duties]. You will also carry out any other reasonable duties we ask of you that are consistent with your role.

2.3 You will work faithfully and diligently, follow our reasonable instructions and our policies, and act in the Company's best interests.

3. Probation

3.1 The first [Probation (months)] months of your employment are a probationary period. During it, we will review your performance and suitability for the role.

3.2 We may extend the probationary period by up to [Probation (months)] months if we need more time to assess you. We will tell you in writing before it ends.

3.3 During probation, either of us may end your employment by giving one week's notice in writing.

[Note: From 1 January 2027 the qualifying period for unfair dismissal falls from two years to six months, and the cap on the compensatory award is removed, for dismissals whose effective date of termination is on or after that date (Employment Rights Act 2025, section 25; SI 2026/559). The Act creates no separate statutory probation period: once an employee has six months' service, a dismissal at the end of probation must be fair. Some claims, such as discrimination and whistleblowing, need no service at all. Take advice before dismissing during or soon after probation.]

4. Place of work

4.1 Your normal place of work is [Place of work]. We may ask you to work at another of our sites within reasonable travelling distance, or to travel on business, as your role reasonably requires.

4.2 You will not be required to work outside the UK for more than one month at a time.

[Note: If the employee will work outside the UK for more than a month, the written statement must say for how long, the currency of pay, any extra pay or benefits for the time abroad and the terms of their return. Add a clause with those details.]

5. Hours of work

5.1 You are employed part time. Your normal hours are [Hours per week] hours a week, worked [Normal working days], [Normal working hours]. A full-time employee in a comparable role works [Full-time hours (per week)] hours a week.

5.2 You are entitled to the rest breaks the Working Time Regulations 1998 give.

5.3 We may ask you to work extra hours when the business needs it, but you are not obliged to agree. Extra hours you agree to work are paid at your normal hourly rate until your total hours in the week reach the full-time hours above, and after that at the overtime rate that applies to full-time employees.

5.4 We will not change your working days or hours without your agreement. You may ask to change them under our flexible working policy, and we will consider any request reasonably.

6. Pay

6.1 Your salary is [Salary] a year, which is the full-time equivalent salary of [Full-time equivalent salary] in proportion to your hours. It accrues from day to day and is paid [Pay frequency] in arrears into your bank account, less tax, National Insurance and any other deductions the law requires or you have agreed to.

6.2 We review salaries each year. A review does not mean your salary will increase.

6.3 You agree that we may deduct from your pay any money you owe us, including any overpayment of salary or expenses, holiday taken but not built up when you leave and any loans or advances. We will tell you before we make a deduction.

6.4 We will reimburse expenses you reasonably and properly incur in doing your job, in line with our expenses policy, on receipt of satisfactory evidence.

[Note: A deduction from wages is lawful only if the law requires it, or the employee has agreed to it in writing before the deduction is made (Employment Rights Act 1996, section 13). Clause 6.3 is that agreement, but tribunals read such clauses narrowly: keep to specific items, make deductions reasonable, and recover training costs only under a separate training agreement signed before the training starts. No deduction may take pay below the National Minimum Wage, and in retail employment deductions for cash shortages or stock deficiencies are limited to one tenth of gross pay on any pay day (sections 17 to 22).]

7. Holiday

7.1 The holiday year runs from 1 January to 31 December. A full-time employee is entitled to [Holiday (days a year)] days' paid holiday a year plus the usual public holidays. As a part-time employee you are entitled to [Holiday including public holidays (days a year)] days' paid holiday in each holiday year, which is the full-time entitlement, including public holidays, in proportion to the days you work.

7.2 Public holidays that fall on your normal working days are taken from your entitlement. If a public holiday falls on your working day and you have no entitlement left, you may work that day, or take it as unpaid leave, or swap your working day with your manager's agreement.

7.3 Holiday must be booked in advance and approved by your manager, in line with our annual leave policy. We may require you to take holiday on particular days, for example when the business closes over Christmas, giving you the notice the law requires.

7.4 You may not carry untaken holiday into the next holiday year, except where the law allows it (for example, holiday you could not take because of sickness or family leave) or your manager agrees in writing.

7.5 When your employment ends, we will pay you for holiday you have built up in the holiday year but not taken. If you have taken more than you have built up, we will deduct the excess from your final pay.

7.6 Holiday pay for statutory holiday includes the regular overtime, commission and other payments that form part of your normal pay.

[Note: The part-time entitlement must be at least 5.6 times the number of days worked each week (for example 16.8 days for three days a week), and must keep the same proportion to full-time staff's holiday including public holidays. If hours vary or the days are not fixed, work holiday out in hours instead. Public holidays differ in Scotland and Northern Ireland.]

8. Sickness absence

8.1 If you are unable to work because of sickness or injury, you must tell your manager before your normal start time on your first day of absence, or as soon as you reasonably can, and follow our sickness absence policy.

8.2 For an absence of seven calendar days or less you must complete a self-certificate when you return. For a longer absence you must give us a fit note from a doctor or other healthcare professional.

8.3 You are entitled to Statutory Sick Pay if you qualify. Your qualifying days for Statutory Sick Pay are your normal working days.

8.4 Company sick pay, in proportion to your hours: [Company sick pay]. Any company sick pay includes the Statutory Sick Pay you are due and is at our discretion if we reasonably believe the absence is not genuine or our sickness absence policy has not been followed.

8.5 We may ask you to see a doctor or occupational health adviser of our choice, at our cost, and to agree to a report being given to us, subject to your rights under the Access to Medical Reports Act 1988.

[Note: Since 6 April 2026 Statutory Sick Pay is paid from the first qualifying day of sickness, with no waiting days and no lower earnings limit, at £123.25 a week or 80% of normal weekly earnings if that is lower (Employment Rights Act 2025, sections 10 and 11). The rate changes each April: check GOV.UK.]

9. Other paid and family leave

9.1 You are entitled to time off for maternity, paternity, adoption, shared parental, unpaid parental, parental bereavement, neonatal care and carer's leave, and to time off for dependants, under the law in force and our family leave policies. Pay for these periods is statutory pay unless our policies give more.

9.2 We do not give other paid leave, except as set out in our staff handbook from time to time.

[Note: Since 6 April 2026 paternity leave and unpaid parental leave are day-one rights, and paternity leave can be taken after shared parental leave (Employment Rights Act 2025, sections 15 to 17). Statutory pay still has its own service and earnings conditions. A new right to bereavement leave, including for pregnancy loss, is expected from April 2027 on the government's timeline. Keep the family leave policies up to date.]

10. Pension

10.1 We will enrol you in our workplace pension scheme if you are eligible, under the automatic enrolment rules. We will contribute [Employer pension contribution (%)]% of your qualifying earnings, and you will contribute the rest of the minimum the law requires unless you opt out.

10.2 Details of the scheme, and how to opt out or join if you are not enrolled automatically, are available from HR.

10.3 No contracting-out certificate is in force for your employment.

11. Benefits

11.1 You are entitled to these benefits, in proportion to your hours where a benefit can be divided, subject to the rules of each scheme and any insurer's terms, which may change: [Other benefits]. No other benefits form part of your contract.

11.2 We may change or withdraw a benefit scheme, or change its provider, giving you reasonable notice.

12. Training

12.1 You must complete our induction and the training needed to do your job safely and well, including training in data protection, health and safety and our policies.

12.2 You must also complete this training: [Required training]. We pay for any training we require, and it takes place in working time where possible.

12.3 Any other training is at our discretion. If we pay for training that leads to a qualification and you leave within two years of completing it, we may ask you to repay part of the cost, but only if you have agreed to that in writing before the training starts.

13. Confidential information

13.1 During and after your employment, you will not use or disclose any confidential information about the Company, its customers, suppliers or staff, except as your job requires, as the law requires, or with our written consent. Confidential information includes business plans, finances, prices, customer and supplier details, know-how and trade secrets.

13.2 This duty does not apply to information that has become public other than through your fault.

13.3 Nothing in this agreement prevents you from making a protected disclosure under the Public Interest Disclosure Act 1998, reporting a criminal offence to the police or a regulator, or discussing your pay or terms with others where the law protects that.

14. Intellectual property

14.1 Any invention, design, software, written work or other material you create in the course of your employment ("Work Product") belongs to the Company, so far as the law allows.

14.2 You will tell us promptly about any Work Product, and you will sign any document we reasonably ask for to confirm or protect our rights in it, at our cost. So far as the law allows, you waive any moral rights you have in Work Product.

14.3 Nothing in this clause affects your rights under sections 39 to 43 of the Patents Act 1977.

15. Data protection

15.1 We process your personal data, including any health and other special category data, to manage your employment and to meet our legal duties, as explained in our privacy notice for employees, which we have given you.

15.2 You will follow our data protection policies when you handle personal data in your work.

16. Disciplinary and grievance procedures

16.1 Our disciplinary rules and procedure are in the staff handbook. They do not form part of your contract. If you are unhappy with a disciplinary decision, you may appeal to the person named in the procedure.

16.2 If you have a grievance about your employment, raise it with your manager, or with HR if it concerns your manager, as the grievance procedure in the staff handbook explains.

16.3 We may suspend you on full pay while we investigate an allegation of misconduct.

17. Notice and ending employment

17.1 After probation, you must give us [Notice (weeks)] weeks' notice in writing to end your employment, and we must give you [Notice (weeks)] weeks' notice in writing, or the statutory minimum if that is longer.

17.2 We may end your employment without notice, or pay in place of notice, for gross misconduct or another serious breach of this agreement.

17.3 We may decide to pay you your basic salary in place of all or part of your notice, less tax and National Insurance.

17.4 During all or part of your notice, we may ask you not to come to work, to do no work or different work, and not to contact customers, suppliers or staff ("garden leave"). You remain employed and are paid as normal during garden leave.

17.5 When your employment ends, or earlier if we ask, you will return all Company property, documents and information, including anything on your own devices, and you will not keep copies.

17.6 Your employment will not end automatically when you reach any particular age.

[Note: Statutory notice is one week after a month's service, then one week for each complete year of service, up to twelve weeks. If the notice in clause 17.1 is shorter than that for a long-serving employee, the statutory minimum applies.]

18. Collective agreements

18.1 No collective agreement directly affects your terms and conditions, except these: [Collective agreements].

19. Changes to your terms

19.1 We may make reasonable changes to your terms of employment. We will consult you and give you written notice of any change at least one month before it takes effect, and we will seek your agreement where the law requires it.

19.2 Minor changes to policies, procedures and other non-contractual documents may be made at any time.

[Note: A clause letting the employer make "reasonable changes" is read narrowly and does not allow changes to pay, hours or other core terms without the employee's agreement. Section 28 of the Employment Rights Act 2025 will make it automatically unfair to dismiss an employee for refusing a change to pay, pension, hours, shifts or time off, or to a term letting the employer make such changes, except where the employer shows the change was needed to address financial difficulties threatening the business and could not reasonably be avoided. The government's timeline update of 22 October 2026 puts this in March 2027, moved from January; no commencement regulations have been made yet. Until then the statutory Code of Practice on dismissal and re-engagement applies. Take advice before changing terms without agreement.]

20. General

20.1 This agreement, with any documents it refers to as contractual, is the whole agreement between you and the Company about your employment, and replaces any earlier offer or agreement.

20.2 You confirm that you are not bound by any restriction from a previous employer that would prevent you doing this job.

20.3 A notice under this agreement must be in writing. It may be given by hand, by post or by email to the address the other party has given.

20.4 This agreement may be signed electronically.

20.5 This agreement is governed by the law of England and Wales, and the courts and employment tribunals of England and Wales have jurisdiction over any dispute arising from it.

[Note: For an employee based in Scotland, change the governing law and courts to Scots law and the Scottish courts. Northern Ireland has its own employment law (Employment Rights (Northern Ireland) Order 1996), and most of the Employment Rights Act 2025 does not extend there (its Statutory Sick Pay changes do): take advice before using this contract there.]

I have received the staff handbook and the privacy notice for employees: ☐

Signed for and on behalf of [Your company name]

Signature _____

Name _____

Position _____

Date _____

Signed by the employee

Signature _____

Name _____

Date _____

About this template

A starting point to adapt, not legal advice. The law differs between England and Wales, Scotland and Northern Ireland, and it changes: check this fits your situation, and take legal advice for anything significant. Replace each [placeholder] in violet, follow or delete each [Note], then delete this box. Last reviewed October 2026. Send it for signature with Sign2Approve: sign2approve.com/templates/part-time-employment-contract