

Fixed Term Contract UK

Employment Rights Act 1996 | Fixed-term Employees Regulations 2002 | Equality Act 2010 | Working Time Regulations 1998

THIS FIXED-TERM EMPLOYMENT CONTRACT is made between the Employer and the Employee identified in Section 1 below (together referred to as "the Parties"). The Parties agree that the employment described herein shall be subject to the terms and conditions set out in this contract.

1. THE PARTIES

Contract Date (DD/MM/YYYY): _____

EMPLOYER

Employer / Company Name: _____

Registered Address: _____

Company Registration No.: _____

Contact Name / HR Manager: _____

EMPLOYEE

Full Name: _____

Home Address: _____

National Insurance Number: _____

Date of Birth (DD/MM/YYYY): _____

2. APPOINTMENT

The Employer hereby appoints the Employee to the position described below. The Employee agrees to perform the duties of that position and any other reasonable duties as the Employer may from time to time direct.

Job Title: _____

Department: _____

Reporting To: _____

3. TERM OF EMPLOYMENT

This contract is for a fixed term only. As required by the Employment Rights Act 1996 (s.1(4)(g)), the following particulars are stated.

Start Date: _____ Continuous Employment Date (if different): _____

Probation Period (if any): _____ months (conditions set out in Employee Handbook)

The fixed term shall end (select one):

☐ On a specific calendar date: _____

☐ Upon the completion of the following specific task or occurrence of the following event:

Business reason for this fixed-term appointment: _____

4. PLACE OF WORK

Primary Place of Work: _____

☐ The Employee is also permitted or required to work remotely / on a hybrid basis.

The Employer may require the Employee to work at such other locations as the business reasonably requires, with reasonable prior notice.

5. REMUNERATION

☐ Gross annual salary: £ _____

☐ Gross hourly rate: £ _____

Paid: ☐ Monthly ☐ Weekly on the _____
day of each pay period, paid by BACS direct transfer to the Employee's nominated bank account.
The Employer shall deduct income tax, National Insurance contributions, and any other statutory deductions from gross pay in accordance with applicable legislation. The Employee shall be provided with an itemised payslip for each pay period.

Overtime: ☐ Paid at £ _____ /hr ☐ Unpaid / time off in lieu

6. HOURS OF WORK

Normal hours: _____ hours/week from _____ to _____

Working days: ☐ Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat ☐ Sun

The Employee may be required to work additional hours as business needs demand, subject always to the 48-hour maximum weekly working time limit prescribed by the Working Time Regulations 1998, unless a written opt-out agreement is in place.

7. HOLIDAY ENTITLEMENT

Annual leave entitlement: _____

days per leave year (inclusive of bank and public holidays in England and Wales).

The statutory minimum entitlement is 28 days (5.6 weeks) pursuant to the Working Time Regulations 1998. Holiday entitlement accrues pro rata from the commencement date and any accrued but untaken leave shall be paid in lieu upon termination. Holiday in excess of accrued entitlement taken may be recovered from final pay.

Holiday year: _____ to _____

8. SICKNESS AND INCAPACITY

Notify employer of absence by: _____ by _____

The Employee is entitled to Statutory Sick Pay (SSP) in accordance with the Social Security Contributions and Benefits Act 1992, subject to satisfying the qualifying conditions. A medical certificate (fit note) is required for any absence exceeding seven consecutive calendar days.

Contractual sick pay (if any, state terms): _____

9. NOTICE AND EARLY TERMINATION

Employer's notice to terminate: _____ weeks written notice

Employee's notice to terminate: _____ weeks written notice

In any event, the statutory minimum notice periods prescribed by the Employment Rights Act 1996 (s.86) shall apply: not less than one week's notice after one month's continuous employment, rising by one week for each complete year of service (up to twelve weeks maximum).

Early Termination Liability: If the Employer terminates this contract before the end date without providing the contractual notice period specified above, the Employer shall be liable to pay the Employee a sum equivalent to the salary and contractual benefits the Employee would have received during the unexpired notice period. If no notice clause applies and the Employer dismisses early without cause, the Employer shall be liable for the wages due for the entire unexpired remainder of the fixed term.

Non-Renewal and Dismissal: The expiry of this contract without renewal constitutes a dismissal for the purposes of the Employment Rights Act 1996 (s.95). The Employer shall confirm the reasons for non-renewal in writing upon the Employee's request. Where the Employee has two or more years of continuous employment, Statutory Redundancy Pay may be payable upon non-renewal where the reason constitutes redundancy.

The Employer reserves the right to terminate this contract summarily, without notice or payment in lieu, in the event of gross misconduct by the Employee.

10. PENSION AND AUTO-ENROLMENT

The Employer shall automatically enrol the Employee into a qualifying workplace pension scheme in accordance with the Pensions Act 2008 and The Workplace Pension Regulations 2012, subject to the Employee satisfying the eligibility criteria. The Employee has the right to opt out of the scheme in accordance with applicable regulations.

Pension scheme name: _____

Employer contribution: _____ % Employee contribution: _____ %

11. EQUAL TREATMENT

In accordance with the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (Reg 3), the Employer shall not treat the Employee less favourably than a comparable permanent employee as regards the terms and conditions of employment — including pay, access to occupational pension schemes, contractual benefits, annual leave entitlement, and training opportunities — unless such difference in treatment can be objectively justified on legitimate business grounds.

The Employer shall take reasonable steps to inform the Employee of any suitable permanent vacancies available within the organisation, in accordance with Regulation 3(6) of the Fixed-term Employees Regulations 2002, so as to ensure the Employee has the same opportunity to apply for permanent employment as other staff.

12. CONVERSION TO PERMANENT EMPLOYMENT

Pursuant to Regulation 8 of the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, if the Employee has been continuously employed by the Employer on successive fixed-term contracts for a period of four years or more, any further renewal of a fixed-term contract shall take effect as a contract of permanent employment, unless the Employer provides a written statement of objective justification for the continued use of a fixed-term contract no later than the date of renewal.

Objective justification for continued fixed term (if applicable): _____

13. CONFIDENTIALITY

The Employee shall not, during the term of this contract or at any time after its expiry or termination, disclose to any third party, or use for their own benefit or that of any other person, any confidential information belonging to or relating to the Employer. Confidential information includes, without limitation: trade secrets, business strategies and plans, financial and pricing data, client and supplier lists, personnel records, and any other information that is not in the public domain. This obligation survives the termination or expiry of this contract.

14. DATA PROTECTION

The Employer will process personal data relating to the Employee in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal data will be processed only for legitimate employment-related purposes, held securely, and retained no longer than is necessary. The Employee's rights under the UK GDPR — including the right of access, rectification, and erasure — are set out in the Employer's Data Protection Policy, a copy of which will be provided upon request.

15. DISCIPLINARY AND GRIEVANCE

The Employer's disciplinary and grievance procedures, which comply with the ACAS Code of Practice on Disciplinary and Grievance Procedures (2015), apply to the Employee during the term of this contract. Details are set out in the Employee Handbook. These procedures do not form part of the Employee's contractual terms and may be amended from time to time. The Employee has the right to be accompanied at any disciplinary or grievance hearing by a trade union representative or a workplace colleague, pursuant to the Employment Relations Act 1999 (s.10).

16. GENERAL PROVISIONS

Entire Agreement: This contract constitutes the entire agreement between the Parties with respect to the Employee's employment and supersedes all prior representations, negotiations, understandings, or agreements, whether oral or written.

Variation: No amendment or variation of this contract shall be valid unless it is in writing and signed by both Parties.

Severability: If any provision of this contract is held to be unenforceable or invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Collective Agreements: ☐ Affected by: _____ ☐ Not affected by any collective agreement.

Governing Law and Jurisdiction: This contract shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the Employment Tribunal or courts of England and Wales.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties have read, understood, and agreed to be bound by the terms of this Fixed-Term Employment Contract as of the date first written above.

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

Signature: _____
Printed Name: _____
Title / Position: _____
Date: _____

SIGNED BY THE EMPLOYEE:

Signature: _____
Printed Name: _____
Date: _____

The Employee confirms that they have received a copy of this contract, read its contents in full, and agree to be bound by all terms set out herein, including any documents incorporated by reference such as the Employee Handbook and applicable workplace policies.