*\*\*BLUE TEXT SHOULD BE REMOVED BEFORE ISSUE\*\**

***Offer of appointment letter***

*Once you have taken the decision on the successful candidate, a job offer can be made, either in writing or over the telephone. If you make an offer verbally, always confirm it in writing using our offer of appointment letter.*

Date *(insert date of letter)*

Dear *(insert name of successful candidate)*

**Re: Offer of appointment as** ......................................... *(insert job title*)

Further to your recent interview, we are pleased to offer you [fixed-term] employment with the Company as ................................. *(insert job title)* on the following terms detailed below:

**1.** You will report to ....................................................................... *(insert name of line manager)* and work at ................................................... *(insert address)*.

**2.** Your starting salary will be £ ............................... *(insert amount)* per [hour/day/week/annum] payable [weekly/monthly] in arrears [in equal monthly instalments] on or before the last working day of each [week/month] by direct transfer into your nominated bank or building society account.

**3.** You will be entitled to ..................... *(insert number)* days’ holiday each year [plus/including bank and public holidays] [, calculated pro rata for fixed-term employees] [, calculated pro rata in your first and last year of employment]. The Company’s holiday year runs from ............. *(insert date)* to ............. *(insert date)*.

**4.** Your normal hours of work will be .............. *(insert number)* per week from ............. *(insert time)* to ............. *(insert time)* [Monday to Friday] with a daily unpaid lunch break of ....................... *(insert duration)* [minutes/hour]. [However, you may be required to work such additional hours (which may include weekends) in excess of your normal hours of work as are reasonably necessary for the proper and effective performance of your duties or as the needs of the business require. [No additional payment will be made for hours worked in excess of your normal hours of work.] [Overtime at [single time/time and a half/double time] will be payable for hours worked in excess of your normal hours of work.]

**[5.** Your employment will be for a fixed term commencing on a date to be agreed with you and terminating on ..................... *(insert date).* OR

You are employed for the specific project of ..................... *(insert details of task/project)* and your employment will therefore be for a fixed term commencing on a date to be agreed with you and terminating when the project is complete. It is currently envisaged that your employment will come to an end on or around ..................... *(insert date)*.OR

Your employment will be for a fixed term commencing on a date to be agreed with you and terminating when the employee whose work you are covering returns to work from [maternity leave] [a career break] [long-term sickness absence]. It is currently envisaged that your employment will come to an end on or around ..................... *(insert date),* although the Company cannot guarantee you any minimum or maximum period of employment*.* OR

Your employment will be for a fixed term commencing on a date to be agreed with you and terminating when the external funding made available by ..................... *(insert name of organisation)* to support this post ceases. Because of the uncertainty of the availability of funding, the Company cannot confirm exactly how long this will be for and cannot guarantee you any minimum or maximum period of employment. At the moment, funding has been made temporarily available until..................... *(insert date)*.

The Company cannot guarantee any further employment at the end of this fixed-term contract. Therefore, it is a condition of this offer of employment that you agree your employment is subject to termination upon the expiry of the fixed term. In addition, notwithstanding that your employment is for a fixed term, your employment may still be terminated at any time prior to the specified expiry date by the Company giving you the notice period set out below and in your [written statement of employment particulars/contract of employment]. If you wish to terminate your employment during the fixed term, you are also required to give the notice period set out below and in your [written statement of employment particulars/contract of employment].]

Your [fixed-term] employment will initially be on a ....................... *(insert duration)* months’ probationary period. During this time, the Company will monitor your performance and conduct to assess your suitability for the employment and we reserve the right at any time during or at the end of this period to terminate your employment with [one/two] [week’s/weeks’] notice in writing or payment in lieu. During this period, you are required to give [one/two] [week’s/weeks’] notice in writing if you wish to terminate your employment for whatever reason. Periods of notice thereafter are set out in your [written statement of employment particulars/contract of employment]. The Company also reserves the right to extend your probationary period should we deem this necessary, but so that the total period of your probation will not exceed [six/twelve] months.

Your [fixed-term] employment is conditional upon you having attained all the qualifications and undertaken the work experience stated in your CV and at interview and on the other information disclosed to us during the selection and interview process. In any event, the Company reserves the right to withdraw this job offer or terminate your employment where it is discovered that you do not have the said qualifications or experience or where you have provided false information or failed to disclose material information in this or in any other material respect.

This offer of employment is conditional upon and subject to:

• your being free to commence employment by no later than ....................... *(insert date)*

• your signing and returning the attached duplicate copy of this offer of appointment letter by no later than....................... *(insert date)*

• your confirming that by accepting this offer of appointment and commencing employment with the Company, neither you nor the Company will be in breach of any obligations you owe to any third party, such as a previous employer (in which regard you should seek independent legal advice as soon as possible if you are in any doubt whether or not this is the case)

• your undertaking to keep the terms of this offer strictly confidential and not to disclose or communicate it to anyone (except to your immediate family)

• [your entry into post-termination restrictive covenants which will shortly be provided for you to sign and return].

This offer of employment is also conditional on the following documentation being obtained:

• two references which are satisfactory to the Company, one of which should be from your current or most recent employer or, if this is your first job, your schoolteacher or higher or further education lecturer - please provide the names and relevant contact details of your two referees that the Company may approach for a reference for the purpose of assessing your suitability for employment on the attached Appendix B

• [your last [two/three] completed annual appraisal forms from your current or most recent employers which are satisfactory to the Company - please provide copies, but first delete/redact the name, signature and any other identifying particulars of the author (usually your line manager) and the names of anyone else who may be referred to in those forms (other than yourself). If your current or most recent employers have not conducted annual appraisals on you over the last [two/three] years, please telephone ...................... *(insert name and contact details)* to discuss this further]

• [a clean [basic/standard/enhanced] disclosure certificate (criminal record check) issued by the Disclosure and Barring Service (DBS) [, which will also include a check of the DBS Barred Lists] - [please read the enclosed Applicant’s Guide to Completing the DBS Application Form and then fully complete the enclosed DBS application form and return it to us, or alternatively please let us know if you are a member of the DBS Update Service] OR [please apply to the DBS for this yourself and then provide us with a copy]

• [a clean overseas criminal record check obtained from the relevant authorities in ....................... *(insert name of country)* [ - please apply for this yourself and then provide us with a copy and, if it is not in English, a certified English translation. You can find detailed information online on the GOV.UK website on how to apply (search for “criminal records checks for overseas applicants”)]

• [a satisfactory medical report being obtained from a medical practitioner appointed by the Company]

• [proof of your stated professional and/or academic qualifications - please provide copies]

• [proof of your current, valid UK driving licence - you will be asked to produce your licence to the Company for inspection and copying and you must also permit us to check your driving licence information online using the Share Driving Licence service and, in this regard, you must co-operate in generating a check code for us to use to access this service]

• evidence of your right to work in the UK - on the attached Appendix A, please either: (1) indicate which original document or combination of documents you intend to provide for a manual right to work check, or (2) if you have an immigration status that can be shared digitally and you consent to the Company checking your right to work through the Home Office online right to work checking service, provide us with your right to work share code and confirm your date of birth and written consent[, or (3) if you are a British or Irish citizen and you hold a valid passport (or valid Irish passport card) and you consent to the Company checking your right to work using Identification Document Validation Technology (IDVT) via the services of a third-party Identity Service Provider, confirm your written consent]. The right to work check must be carried out before you start work for the Company.

If you fail to produce the documentation that we require within a reasonable period of time, or if in the Company’s opinion the documentation is not satisfactory, this offer of employment will be withdrawn. Furthermore, if your employment has already commenced, the Company reserves the right to terminate it without notice.

[As you were recruited through an employment agency, you will be aware that the Company has to pay a candidate fee to that agency for your recruitment. The amount of that fee is £....................... *(insert amount)* plus VAT [and is calculated based on a percentage of your first year’s basic salary]. If your employment is terminated as a result of your misconduct, poor performance or resignation within one year of its commencement, by signing this offer of employment you accept that the Company reserves the right to recoup this fee from you on a sliding scale (to the extent that it cannot be recouped from the employment agency under their terms and conditions of business). The amount due from you will be reduced by 1/12th part for each month of completed employment from the date of commencement of your employment with the Company. This recoupment will normally be by deduction from your final payment of wages or from any other monies or payments which the Company may be due to make to you. Note that the amount deducted is a genuine attempt by the Company to assess its loss as a result of the termination of your employment in certain defined circumstances and takes into account the derived benefit to the Company. It is not intended to act as a penalty upon termination of your employment.]

If you wish to accept this offer of [fixed-term] employment, could you please telephone ...................... *(insert name of contact)* so that a start date can be agreed and the above matters discussed. Every effort will be made to obtain any required documentation as quickly as possible.

Would you also sign the attached duplicate copy of this letter (including completed Appendices A and B) and return it to ....................... *(insert name and contact details)* by no later than....................... *(insert date)* [, together with your completed DBS application form (including supporting original documentation to confirm your identity as set out in the Applicant’s Guide to Completing the DBS Application Form)]. [Please also enclose copies of your qualification certificates.]

Full details of all your terms and conditions of employment are contained in your [written statement of employment particulars/contract of employment] which will be issued to you no later than the beginning of your employment. You will also be provided with, or given access to, the staff handbook and you should read this in conjunction with your [written statement of employment particulars/contract of employment].

The terms of your [written statement of employment particulars/contract of employment] will prevail if they conflict with the details given above. Otherwise, this offer of appointment constitutes a legally binding contract once you accept it (conditional on the fulfilment of the conditions set out above) and you should therefore seek independent legal advice if you are unsure about any of the terms of this letter or their effect.

May we take this opportunity of welcoming you to the Company and we hope you will enjoy your [fixed-term] career with us.

We look forward to hearing from you.

Yours sincerely

*(Insert signature and name of author)*

I accept the offer of [fixed-term] employment on the terms set out in this conditional offer of appointment letter dated ............... *(insert date*).

I acknowledge that my acceptance of this offer of [fixed-term] employment means that this offer of appointment letter now constitutes a legally binding contract (conditional on the fulfilment of the conditions specified herein). I understand both the terms set out in this letter and their effect or, alternatively, I have sought independent legal advice to the extent that I was unsure about any of the terms of this letter or their effect.

Signed:

Date:

**APPENDIX A: IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006**

It is a requirement that before employment commences, prospective employees provide the Company with confirmation of their eligibility to work in the UK. This can be done in one of three ways:

1. By the Company checking your right to work in the UK using the Home Office online right to work checking service – if you are an EEA or Swiss citizen and you have settled or pre-settled status under the EU Settlement Scheme, your right to work will need to be checked in this way. In addition, those of any nationality who hold a biometric residence permit (BRP), biometric residence card (BRC) or frontier worker permit (FWP) must also use the Home Office online right to work checking service to evidence their right to work in the UK. The online right to work checking service is not, however, available to British and Irish citizens.
2. By the Company instructing a third-party Identity Service Provider (IDSP) who would use Identity Document Validation Technology (IDVT) to conduct a digital right to work check on our behalf on British and Irish citizens who hold a valid passport (or valid Irish passport card) [- however, the Company has not yet put any commercial arrangements in place with IDSPs, so this option is currently unavailable].
3. By you providing the relevant original document or documents detailed in either List A or List B below so that the Company can then conduct a manual right to work check – you will need to do this if an online right to work check [or an IDVT check] is not possible.

If you have an immigration status that can be shared digitally and you give your consent to the Company checking your right to work through the Home Office online right to work checking service, please provide us with your unique right to work share code and confirm your date of birth and written consent below. The Company will then need to be satisfied that the photograph on your profile page is of you (by seeing you either in person or via a live video link) and a copy of the response provided by the online check will be taken and retained on your personnel file (either electronically or in hard copy) for the duration of your employment and for two years afterwards.

[If you are a British or Irish citizen and you hold a valid passport (or valid Irish passport card) and you give your consent to the Company checking your right to work using IDVT via the servicers of an IDSP, please confirm your written consent below. The Company will then need to be satisfied that the photograph on the output from the IDVT identity check is of you (by seeing you either in person or via a live video link) and a copy of the IDVT identity check output will be taken and retained on your personnel file for the duration of your employment and for two years afterwards.]

Alternatively, if you will be providing original documentation, please tick the appropriate box below to confirm which original document or documents you intend to provide and then return this Appendix A to us with your signed offer of appointment letter. We will then contact you to make arrangements to obtain your documentation from you. Copy documentation is not acceptable. The document(s) will then be checked in your presence (either in person or via a live video link) and a copy will be taken and retained on your personnel file for the duration of your employment and for two years afterwards.

A document or documents provided from List A establish that you have a permanent right to work in the UK (which includes British and Irish citizens). If you are not subject to immigration control, or you have no restrictions on your stay in the UK, you should be able to produce a document or the specified combination of documents from List A.

If, however, you have only a temporary right to work in the UK because you have restrictions on your permission to be in the UK (i.e. you have limited leave to enter or remain in the UK), you will need to produce a document or the specified combination of documents from List B. In this case, the Company is obliged to conduct follow-up document checks as follows:

* If you are still able to produce a current document or the specified combination of documents listed in Part 1 of List B, we will conduct a follow-up check using this document at the point of expiry of your permission to be in the UK and to do the work in question.
* If you produce one of the documents listed in Part 2 of List B, or you are unable to present an acceptable document because you have an outstanding application, appeal or administrative review with the Home Office in respect of your leave (except for some eVisa holders who have applied in time for a further eVisa for permission to stay in the UK, where we may instead be able to use the Home Office online right to work checking service), the Company will contact the Home Office Employer Checking Service to obtain a Positive Verification Notice which indicates that you are allowed to stay in the UK and are allowed to do the work in question. This will be valid for six months from the date specified in that Notice. The Company will then need to make a further check upon its expiry.

***List A***

 A passport (current or expired) showing that you, the holder, are a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.

 A passport or passport card (in either case, whether current or expired) showing that you, the holder, are an Irish citizen.

 A document issued by the Bailiwick of Jersey, the Bailiwick of Guernsey or the Isle of Man, which has been verified as valid by the Home Office Employer Checking Service, showing that you, the holder, have been granted unlimited leave to enter or remain under Appendix EU(J) to the Jersey Immigration Rules, Appendix EU to the Immigration (Bailiwick of Guernsey) Rules 2008 or Appendix EU to the Isle of Man Immigration Rules.

 A **current** passport endorsed to show that you, the holder, are exempt from immigration control, are allowed to stay indefinitely in the UK, have the right of abode in the UK, or have no time limit on your stay in the UK (including if you have a document endorsed to show that you, the holder, are entitled to re-admission to the UK – an RUK endorsement).

 A **current** immigration status document issued by the Home Office to you, the holder, with an endorsement indicating that you are allowed to stay indefinitely in the UK, or have no time limit on your stay in the UK, **together with** an official document giving your permanent National Insurance number and your name issued by a government agency or a previous employer.

 A birth or adoption certificate issued in the UK, **together with** an official document giving your permanent National Insurance number and your name issued by a government agency or a previous employer.

 A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland, **together with** an official document giving your permanent National Insurance number and your name issued by a government agency or a previous employer.

 A certificate of registration or naturalisation as a British Citizen, **together with** an official document giving your permanent National Insurance number and your name issued by a government agency or a previous employer.

***List B, Part 1***

 A **current** passport endorsed to show that you, the holder, are allowed to stay in the UK and are currently allowed to do the type of work in question.

 A document issued by the Bailiwick of Jersey, the Bailiwick of Guernsey or the Isle of Man, which has been verified as valid by the Home Office Employer Checking Service, showing that you, the holder, have been granted limited leave to enter or remain under Appendix EU(J) to the Jersey Immigration Rules, Appendix EU to the Immigration (Bailiwick of Guernsey) Rules 2008 or Appendix EU to the Isle of Man Immigration Rules.

 A **current** immigration status document containing a photograph issued by the Home Office to you, the holder, with a valid endorsement indicating that you may stay in the UK, and are allowed to do the type of work in question, **together with** an official document giving your permanent National Insurance number and your name issued by a government agency or a previous employer.

***List B, Part 2***

 A document issued by the Home Office showing that you, the holder, have made an application for leave to enter or remain under Appendix EU to the immigration rules (known as the EU Settlement Scheme) on or before 30 June 2021 – **the Company must also obtain a Positive Verification Notice** from the Home Office Employer Checking Service.

 A certificate of application (non-digital) issued by the Home Office showing that you, the holder, have made an application for leave to enter or remain under Appendix EU to the immigration rules (known as the EU Settlement Scheme) on or after 1 July 2021 – **the Company must also obtain a Positive Verification Notice** from the Home Office Employer Checking Service.

 A document issued by the Bailiwick of Jersey, the Bailiwick of Guernsey or the Isle of Man showing that you, the holder, have made an application for leave to enter or remain under Appendix EU(J) to the Jersey Immigration Rules, Appendix EU to the Immigration (Bailiwick of Guernsey) Rules 2008 or Appendix EU to the Isle of Man Immigration Rules – **the Company must also obtain a Positive Verification Notice** from the Home Office Employer Checking Service.

 An application registration card issued by the Home Office stating that you, the holder, are permitted to take the employment in question **– the Company must also obtain a Positive Verification Notice** from the Home Office Employer Checking Service.

References to documentation issued by the Home Office include documentation issued by UK Visas and Immigration.

***Home Office online right to work checking service***

I hereby consent to the Company checking my right to work in the UK through the Home Office online right to work checking service and I set out below my right to work share code and date of birth.

Share code:

Date of birth:

Signed:

Date:

***[Digital identity verification using an IDSP***

I am a British or Irish citizen who holds a valid passport (or valid Irish passport card) and I hereby consent to the Company using Identity Document Validation Technology (IDVT), via the services of an Identity Service Provider (IDSP), ……… *(insert name of IDSP)*, to check my right to work in the UK. I acknowledge that the IDSP will contact me directly to arrange for me to provide my British or Irish passport (or Irish passport card).

Signed:

Date: ]

**APPENDIX B: REFEREE DETAILS**

I hereby consent to the referees whose names and relevant contact details I have set out below providing a reference to ……… *(insert name of prospective employer)* (“the Company”) for the purpose of assessing my suitability for employment with the Company. I authorise my referees to provide either written and/or verbal references, and this includes both referees who are previous employers and non-work related personal or character referees. I agree that any reference provided about me may include information related to (but not necessarily limited to): my job title and job duties, dates of employment, reasons for leaving, final salary, competence, attitude, ability to manage workload and work without supervision, honesty, attendance record, timekeeping record, relations with colleagues and clients, disciplinary record, performance management record, grievances raised and days and instances of sickness absence.

I understand that I have a genuine choice as to whether I wish my referees to provide a reference about me. My explicit consent to the provision and release of a reference to the Company by my referees is therefore freely given and informed. Finally, I understand that I have the right to withdraw my consent at any time and that I may do this by contacting my referees directly.

I acknowledge that I have been notified that the Company will process any references provided by my referees in accordance with the terms of the privacy notice for job applicants that has been issued to me. This sets out why the Company wishes to process references about me and the lawful basis for doing so, i.e. it is necessary for the purposes of the Company’s legitimate interests in conducting due diligence on prospective staff and assessing their suitability for employment.

Name: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Signed: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Date: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

|  |  |  |
| --- | --- | --- |
|  | **First referee** | **Second referee** |
| **Name** |  |  |
| **Job title (if applicable)** |  |  |
| **Company (if applicable)** |  |  |
| **Address** |  |  |
| **Email address** |  |  |
| **Phone number** |  |  |
| **Relationship to you, e.g. previous employer, university lecturer, etc.** |  |  |