

PERSONAL
(NAME)

This document sets out your principal terms and conditions of employment. It incorporates the written particulars required by the Employment Rights Act 1996 and, together with (department name) HR policies and guidance, as amended from time to time, constitutes your contract of employment with the Crown.

Names of parties

(Name) (the Employee)

The Secretary of State for (department name) (referred to as "the department") as the appointing authority for the Crown.

1. Commencement of employment

- 1.1. Your employment under this contract will begin on (date).
- 1.2. Your period of continuous employment began/will begin on (Civil Service start date).

2. Job title and duties

- 2.1. You are a permanent member of the Senior Civil Service. This post is as the Permanent Secretary at (department name). Your current job title and duties are detailed in Schedule 1 and may be amended from time to time. Your line manager will be (name).
- 2.2. In accordance with the Civil Service policy for such appointments, which may be amended from time to time, you will hold this post for five years. There is no presumption in favour of renewal, but renewals (for a shorter period than five years) may be possible where performance has been strong, at the discretion of the Prime Minister.

3. Terms and conditions

- 3.1. Further details of your terms and conditions are set out on the departmental intranet. Unless stated otherwise these are

non-contractual and may be amended from time to time. You will comply with relevant policies and procedures at all times.

4. Salary

- 4.1. Your basic salary is £(salary amount) a year, payable monthly in arrears by credit transfer to your bank or building society.
- 4.2. Any increase in your salary will be determined by the Permanent Secretaries' Remuneration Committee. Your salary will be reviewed annually. You will be notified in writing of any change to your salary.
- 4.3. The department reserves the right to make deductions from your salary in order to recover any overpayment made to you by mistake, misrepresentation or otherwise. The department also reserves the right to deduct from your salary any money owed to the department by you.

5. Disclosure

- 5.1. To comply with HM Treasury's Resource Accounting Manual, the salary (including any taxable benefits in kind) and pension details of certain posts within the Senior Civil Service have to be disclosed in annual departmental accounts. As you have been appointed to a post to which this applies, acceptance of disclosure is a precondition of this appointment.

6. Performance Management and Appraisal

- 6.1. Your employment requires performance consistent with the high standards expected of members of the Senior Civil Service. Your performance will therefore be subject to regular appraisal and review. Your personal contribution, in terms of policy advice and efficient management, to the performance of your department in executing the policy of Ministers, including where appropriate meeting the measured objectives of the department, will be taken into account by the Permanent Secretaries' Remuneration Committee.

7. Hours of work

- 7.1. Full time hours constitute a minimum (over a 5-day week) of 37 hours. You will be entitled to a 1-hour lunch break.
- 7.2. As a senior civil servant, you will be required to work such

additional hours as may from time to time be reasonable and necessary for the efficient performance of your duties. You are expected to devote the whole of your time, attention and abilities to your duties.

- 7.3. You are not entitled to the payment of any overtime.
- 7.4. You are entitled to apply for part-time or flexible working arrangements.

8. **Annual leave**

- 8.1. Your annual leave allowance is **X days**.
- 8.2. Your leave year runs from (**dates**)

9. **Public and privilege holidays**

- 9.1. Subject to the detailed rules on the departmental intranet you are entitled to all public holidays and to one privilege day in addition to your annual leave allowance and you will be paid for each day.
- 9.2. The privilege holiday is the King's Birthday holiday which must be observed on either:
 - the Friday preceding the Spring Bank holiday; or
 - the Tuesday after the Spring Bank holiday.
- 9.3. You may be required to work on a public holiday or privilege day. If so you are entitled to time off in lieu.

10. **Sickness**

- 10.1. The rules relating to sickness and injury are to be found on the departmental intranet. These provide for absence on full pay and on half pay, depending on the length of absence and subject to a ceiling on total paid absence within a given period.

11. **Pensions**

- 11.1. If you are already a civil servant your existing arrangements will continue.


OR

- 11.2. As a civil servant you are eligible to be a member of the Civil

Service pension arrangements. You can find information about the pension arrangements on the Civil Service Pensions website www.civilservice-pensions.gov.uk.

12. Maternity, Paternity, Adoption, Shared Parental Leave and unpaid Parental Leave

- 12.1. Entitlements to maternity, paternity and adoption leave and pay and parental leave are set out on the departmental intranet which details the qualifying conditions for such leave and the manner in which such leave may be taken.

13. Place of work/mobility

- 13.1. Your current place of employment is **[Confirm]** but you may be required to work at any place which is within reasonable daily traveling distance of your home.
- 13.2. During the course of your employment you may be required to transfer to any post in the Senior Civil Service in the UK or abroad - see clause 24. Unless wholly exceptional emergency circumstances exist which make it impossible, you will be given reasonable notice of any such change. Reasonable expenses will be paid for any relocation or travel costs incurred as a result of the transfer. Details of such expenses are to be found on the departmental intranet.

14. Notice

- 14.1. Because of the power of the Crown to dismiss at will, you are not entitled to a period of notice terminating your employment. However, unless your employment is terminated by agreement, in practice, you will normally be given the following periods of notice in writing terminating your employment. If you are:
- 14.1.1. dismissed on grounds of efficiency,
 - 14.1.2. dismissed as a result of disciplinary proceedings in circumstances where summary dismissal is not justified, or
 - 14.1.3. serving a probationary period and your employment is ended for any reason other than medical retirement.
- 14.2. You will receive the following:
- 14.2.1. If you have up to four years' continuous service – five weeks' notice
 - 14.2.2. If you have over four years' continuous service – one week plus one week for every year of continuous service up to a maximum of 13 weeks

14.3. If you are dismissed for gross misconduct justifying summary dismissal, either at common law or under disciplinary proceedings, your employment will be terminated without notice or payment in lieu of notice.

14.4. If you are retired on medical grounds, you will receive;

14.4.1. five weeks' notice if you are on probation; this may be extended by up to a further three weeks' if you are considering an appeal, or

14.4.2. nine weeks' notice in other cases, unless a shorter period is mutually agreed

14.5. If your appointment is terminated on compulsory grounds other than those covered above you will be given 3 month's notice unless a flexible or early date of termination is mutually agreed.

In exceptional circumstances we may at our discretion terminate your employment without notice and provide compensation in lieu of notice¹.

14.6. Further details on notice periods can be found on the department's intranet site. On the expiration of such notice, your employment will terminate.

14.7. You will receive no notice where the date of termination is mutually agreed, except where the termination is on Voluntary Exit or Voluntary Redundancy terms, in which case you will receive three month's notice.

14.8. Unless otherwise agreed, you are required to give a minimum period of 3 month's written notice to [Name], your line manager and the HR Director, Senior Talent in the Cabinet Office, if you wish to terminate your employment.

15. Termination

15.1. Provided you continue to enjoy your full contractual pay and benefits, the department may in its absolute discretion do all or any of the following during the notice period or any part of the notice period, after you or the department have given notice of termination to the other, without breaching the terms of this contract or incurring any liability or giving rise to any claim against it:

¹ As set out in the rules of the Civil Service Compensation Scheme

- 15.1.1. Exclude you from the premises of the department;
 - 15.1.2. Require you to carry out only specified duties (consistent with your status role and experience) or to carry out no duties;
 - 15.1.3. Announce to any of its employees, suppliers, contacts, partners that you have been given notice of termination or have resigned (as the case may be);
 - 15.1.4. Prohibit you from communicating in any way with any or all of the suppliers, customers, business partners, employees, agents or representatives of the department until your employment has terminated except to the extent that you are authorised by your manager in writing;
 - 15.1.5. Require you to comply with any other reasonable conditions imposed by the department.
- 15.2. Upon the termination of your employment, you shall immediately return to the department all documents, computer equipment, credit cards, keys and all other property belonging to or relating to the department which is in your possession or under your power or control and you must not retain copies of any of the above.



17. Retirement Age

- 17.1. There is no mandatory retirement age. If you wish to retire you are required to give three month's written notice to your line manager and HR Director of the department

18. Other Compensation for Compulsory Early Termination of Contract

- 18.1. You may be eligible to receive benefits under any Civil Service schemes in force and as amended from time to time, such as the Civil Service Compensation Scheme and the Injury Benefit Scheme.
- 18.2. If your performance is so unsatisfactory as to warrant the use of

inefficiency procedures as set out on the departmental intranet and you are dismissed for inefficiency, the department has discretion, in certain circumstances, to award compensation under the Civil Service Compensation Scheme.

- 18.3. Medical Retirement: If you are a member of a civil service pension arrangement and eligible to be considered for ill health retirement benefits you may be retired on medical grounds. Details of the provisions for medical retirement are available from the Civil Service pensions website;
<http://www.civilservicepensionscheme.org.uk>.

19. Conduct

- 19.1. As a civil servant you are a servant of the Crown and you owe a duty of loyal service to the Crown as your employer.
- 19.2. As a civil servant you are required to conduct yourself in accordance with the provisions of the Civil Service Code and Civil Service Management Code. It is essential that you are, and are seen to be, honest and impartial in the exercise of your duties. You must not allow your judgment or integrity to be compromised in fact or by reasonable implication.
- 19.3. The detailed requirements governing the avoidance of conflicts of interest, the receipt of gifts and hospitality and the standards of conduct expected of you are set out on the departmental intranet.
- 19.4. You will be required to declare any relevant interests at the beginning of your contract and annually. This will include a nil return. Your line manager will assess whether any interests represent real, potential or perceived conflicts and if so, how to manage them. A conflict of interest is a set of circumstances that creates a risk that an individual's ability to apply judgement or act in one role is, or could be, impaired or influenced by secondary interest.
- 19.5. If you believe you are being required to act in a way which:
- is illegal, improper, or unethical;
 - is in breach of constitutional convention or a professional code;
 - may involve possible maladministration; or
 - is otherwise inconsistent with the Civil Service Code;

you should report the matter to **your line manager** in the first instance, except in cases where the terms of the Accounting

Officer Memorandum apply.

- 19.6. You should also report to the appropriate authorities evidence of criminal or unlawful activity by others, and you may also report to **your line manager** if you become aware of other breaches of the Civil Service Code or are required to act in a way which, for you, raises a fundamental issue of conscience. If you do not believe the response you receive to any such report represents a reasonable response to the grounds of your concern you may report the matter in writing to the Civil Service Commission.

20. Disciplinary and grievance procedures

- 20.1. The disciplinary rules that apply to you are set out in the department's disciplinary procedures which are set out on the departmental intranet. Decisions on disciplinary matters involving Permanent Secretaries are taken by the Cabinet Secretary/Head of the Civil Service, after consultation with the Minister of the department concerned and, as appropriate, with the Prime Minister, following such procedures as the Cabinet Secretary/Head of the Civil Service may deem appropriate in the circumstances of the particular case.
- 20.2. If you have any grievances relating to your employment, or if you wish to appeal against any decisions or actions which affect you adversely, you must bring this to the attention of **your line manager** or other appropriate person in accordance with the Code.

21. Confidentiality/use of official information

- 21.1. As a civil servant you owe duties of confidentiality to the Crown. These require you to exercise care in the use of information which you acquire in the course of your official duties and to protect information which is held in confidence. The rules governing confidentiality and the use of official information are set out on the departmental intranet.
- 21.2. You shall not (except in the proper course of your duties), either during your employment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- 21.2.1. any use or disclosure authorised by the department or

- required by law;
 - 21.2.2. any information which is already in, or comes into, the public domain other than through your unauthorised disclosure; or
 - 21.2.3. any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996 (Whistleblowing).
 - 21.3. You are also subject to the Official Secrets Act 1989. Further details of the provisions of the Act as they affect civil servants can be found on the department's intranet. If you have a concern that involves an "official secret" under the Official Secrets Act this should be raised through the prescribed departmental channels. Disclosing official secrets externally can constitute a criminal offence.

22. Acceptance of outside appointments

- 22.1. All Crown Servants are subject to rules on accepting an outside appointment during their appointment in the Civil Service. If you engage in private activities or undertake any alternative work that might conflict with your position in the department (this includes all secondary paid employment) this must be declared. Line manager approval should be sought before taking up any outside paid work from the Civil Service.

23. Post-Employment Restrictions

- 23.1. All Crown Servants are subject to rules on post-employment restrictions after leaving the Crown Service which are in place to uphold the core values of the Civil Service. For members of the Senior Civil Service, the post-employment restrictions rules apply for two years after the last day of paid service.
- 23.2. An application is required for any new appointment or employment that individuals wish to take up during the two year period after leaving office. All applications at this level must be endorsed by the Cabinet Secretary and referred by the department to the Advisory Committee on Business Appointments (the Advisory Committee). The Advisory Committee provides advice to the Prime Minister, who makes the final decision (the Foreign Secretary will make the decision on applications from Diplomatic Service staff).
- 23.3. Because of their role at the highest level of Government, and their access to a wide range of sensitive information, all Permanent Secretaries (and their equivalents), including Second Permanent

Secretaries, will be subject to a minimum unpaid waiting period of three months between leaving paid Civil Service employment and taking up an outside appointment or employment.

- 23.4. The Advisory Committee may advise that this minimum waiting period should be waived if, in its judgement, no questions of propriety or public concern arise from the appointment or employment being taken up earlier. Equally, the Advisory Committee may consider that public concern about a particular appointment or employment could be of such a degree or character that a longer waiting period is appropriate.
- 23.5. As a general principle, there will be a two year ban on all Permanent Secretaries (and equivalents) lobbying Government on behalf of their new employer after they leave the Civil Service. The two year lobbying ban may be reduced and/ or modified by the Advisory Committee if they consider this to be justified by the particular circumstances of an individual application.

24. **Overseas employment**

- 24.1. Currently it is not foreseen that you will be required to work outside the United Kingdom for more than one month on any one occasion.

25. **Data Processing**

- 25.1. By signing this contract you give your consent to (department name) and the Cabinet Office to process personal data concerning yourself in order to fulfill its obligations under this Agreement and any other reasons relating to your employment, in accordance with relevant departmental data protection policies. The department's data protection privacy notice and relevant policies are available on the intranet. Cabinet Office's data protection privacy notice and relevant policies are available from [this link](#).
- 25.2. This will principally (but may not exclusively) relate to personnel, administrative, pension and payroll matters. Your attention is drawn to the fact that (department name) will keep information about sickness and accidents for purposes such as maintaining records for the purposes of statutory sick pay and managing sickness absence. The (department name) may monitor staff in accordance with its policies which are available on the intranet, relating to email, internet and communications systems and monitoring at work.

- 25.3. You will comply with your obligations under [department name] data protection policies and other relevant policies [including in relation to criminal records information, internet, email and communications, information security].
- 25.4. Department name may transfer personal data and sensitive personal data outside the European Economic Area in accordance with the department name data protection privacy notice.

Collective Agreements

- 25.5. There are no service-wide collective agreements in force which affect your terms and conditions

Signed on behalf of the Secretary of State for (department name)

Date: _____

Signed by the employee, (NAME)

Date: _____

SCHEDULE 1

JOB TITLE: XXXX

Key responsibilities will be to:

- Take from candidate brief and job description