



SECTION 1 STATEMENT: PARTICULARS OF EMPLOYMENT

Section 1 of the Employment Rights Act 1996 obliges all employers to provide employees, where employment is continuous for more than one month, with a written statement of particular terms of their employment. This is often referred to as a “Section 1 Statement” and must be given to the employee within two months of the commencement of their employment. It is usual practice to incorporate these terms within the employment contract.

The following is a summary of the terms contained in Section 1 of the Employment Rights Act 1996 which must be provided to the employee:-

Name	the names of the employer and employee;
Commencement Date	the date when the employment began;
Continuous Employment	the date on which the employee’s period of continuous employment began, taking into account any employment with a previous employer which counts towards that period;
Job Title	the title of the job which the employee is employed to do or a brief description of work required;
Permanent/Fixed Term	where the employment is not intended to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date when it is to end;
Place of Work	the place of work or, where the employee is required or permitted to work at various places, an indication of that and the address of the employer;
Pay	the scale or rate of pay or method of calculating remuneration. The statement must also indicate the intervals at which remuneration is paid (eg weekly, monthly);
Hours of Work	terms and conditions relating to hours of work (including any terms and conditions relating to normal hours of work);
Holidays	terms and conditions relating to holidays, including public holidays and holiday pay (sufficient detail is required to enable the employee to precisely calculate their entitlement);

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Sickness	terms and conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay;
Pensions	terms and conditions relating to pensions and pension schemes. The statement must also indicate whether a contracting-out certificate is in force for the employment;
Notice	The length of notice which the employee is obliged to give and entitled to receive to terminate the contract of employment;
Collective Agreements	any collective agreements (made between an employer or employer's association and a union) which directly affect the terms and conditions of the employment;
Overseas Work	where the employee is required to work outside the United Kingdom for a period of more than one month, certain additional information must be provided;
Disciplinary Matters	a note specifying any disciplinary rules and any disciplinary procedures applicable to the employee and the person to whom the employee can apply if they are dissatisfied with any disciplinary decision relating to them;
Grievances	a note indicating the person to whom the employee can apply for the purpose of seeking redress of any grievance relating to their employment and the manner in which such an application should be made.

In some cases, the employee can be referred to secondary documentation (eg staff handbook) which is reasonably accessible. If there are no particulars to be entered under one of the above headings, then that fact should also be stated in the particulars. Some employers may think that detailing all of these conditions in their employment documentation is not necessary, however these are statutory obligations and therefore must be complied with. In certain circumstances, a breach of this obligation may lead a Tribunal to award compensation of between two and four weeks' pay.

If you need any further guidance on compliance with a Section 1 Statement or employment matters generally, please contact our Employment Law Specialist, Michelle Chamberlain on 01562 512 412 or email at mchamberlain@thursfields.co.uk.

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