



# **MODEL CONTRACT FOR SPECIAL ADVISERS**

**Cabinet Office  
September 2019**

# MODEL CONTRACT FOR SPECIAL ADVISERS SELECTED FOR APPOINTMENT BY UK MINISTERS

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 the *Code of Conduct for Special Advisers*, the *Civil Service Code* and any contractual parts of the Cabinet Office intranet as amended from time to time, constitutes your contract of employment with the Crown.

Names of Parties

[.....] (the Employee)

[Name of appointing Minister] as the appointing authority for the Crown.

## 1. Commencement of employment

Your employment will begin on [.....]

## 2. Job title and duties

2a. You are appointed in accordance with section 15 of the *Constitutional Reform and Governance Act 2010* as a special adviser to assist [name of appointing Minister] in [the Department], the Prime Minister and the Government as a whole.

2b. You will carry out your duties in accordance with the *Code of Conduct for Special Advisers* which is in force at the time. The Code also includes a description of the role of special advisers.

## 3. Handbook

Further details of relevant policies in relation to your terms and conditions are set out in the [\[Code of Conduct for Special Advisers, on the Cabinet Office intranet\]](#) and are available from the Propriety and Ethics Team.

#### **4. Salary**

4a. Your salary is £[xxxxx] a year within special adviser pay band [number]. You will be paid monthly in arrears by credit transfer to your bank or building society.

4b. There is no entitlement to an annual increase in pay. Any annual increase awarded to you will be paid from 1 April. You will be notified in writing of any change to your salary.

#### **5. Performance management and appraisal**

Your employment requires a consistently high standard of performance. Your performance will be subject to an annual appraisal and review, with an opportunity to discuss that performance with [\[name of appointing Minister\]](#), and the Prime Minister's Chief of Staff.

#### **6. Hours of work**

[\[EITHER\]](#)

6a. You are required to work a minimum (over a 5 day week) of 37 hours, excluding breaks.

[\[OR if part-time\]](#)

6a. You are required to work a minimum of [ ] hours a week.

*[\[NB: Contracts should contain only one of the 'either'/'or' options above, not both of them\]](#)*

6b. 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.

6c. You are not entitled to the payment of any overtime.

## **7. Annual leave**

[EITHER for new special advisers]

7a. Your annual leave allowance is 25 days, with one additional day accrued per year of service, up to a maximum of 30 days. Further details are set out in the attached Schedule 1.

[OR for eligible re-appointed special advisers only]

7a. As you were previously employed as a special adviser, your annual leave allowance is [previous allowance] days [with one additional day accrued per year of service, up to a maximum of 30 days]. Further details are set out in the attached Schedule 1.

*[NB: Contracts should contain only one of the 'either'/'or' options above, not both of them]*

7b. Your leave year runs from 1 September to 31 August.

7c. When you leave the Civil Service, you may be required to use any remaining holiday entitlement during any notice period. Alternatively, where this is not possible, you will be able to claim payment on a pro rata basis for any accrued but untaken leave from that year's annual leave entitlement. In addition and if appropriate you may also claim payment for up to 10 days unused holiday permitted to be carried over from the previous year.

## **8. Public and privilege holidays**

Subject to the detailed rules on the [Cabinet Office 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. Further details are set out in the attached Schedule 1.

## **9. Sickness**

The rules relating to sickness and injury are to be found on the [Cabinet Office 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.

## **10. Pensions**

10a. As a Civil Servant you are eligible to be a member of the Civil Service pension arrangements. If you were a Civil Servant up to the date of this appointment then your existing pension arrangement will continue. If you are new to the Civil Service, or are rejoining the Civil Service, then your pension arrangements will be as set out in your letter of appointment.

10b. You can find information about the pension arrangements on the Civil Service Pensions website <http://www.civilservicepensionscheme.org.uk> or you can speak to the pensions administrators who are MyCSP.

10c. Irrespective of whether you join the Civil Service pension arrangements or opt out, you will be covered by the provisions of the Civil Service Injury Benefit Scheme in the event that your death or an impairment of earning capacity results from a qualifying injury.

10d. You will not be covered during your appointment as a special adviser by the provisions of the Civil Service Compensation Scheme irrespective of whether you join the Civil Service pension arrangements or opt out.

10e. Ill health retirement: in the event that you join the Civil Service pension arrangements and your health subsequently becomes such that our medical adviser agrees that you should be medically retired, you will be entitled to the ill health retirement benefits provided by the relevant pension arrangement. For this purpose, you will be treated as serving for a fixed term, expiring at the latest date at which the Administration that appointed you must end.

## **11. Maternity, paternity, adoption, shared parental and parental leave**

Entitlements to maternity, paternity, adoption and shared parental leave and pay, and to unpaid parental leave, are set out at Schedule 2, which details the qualifying conditions for such leave and the manner in which it may be taken.

## 12. Special leave

Details of provision for special leave are set out on the [\[Cabinet Office intranet\]](#).

## 13. Place of work

Your current place of employment is [\[.....\]](#) but you may be required to work at any place which is within reasonable daily travelling distance of your home.

## 14. Notice and severance pay

14a. Because of the power of the Crown to dismiss at will, you are not entitled to a period of notice terminating your employment. Given the terms of the Constitutional Reform and Governance Act (2010), you will be dismissed if the Prime Minister withdraws [\[his/her\]](#) consent or the Minister who selected you for appointment no longer wishes you to continue in the role. However, unless your employment is terminated (i) by agreement, (ii) in accordance with paragraph 14b below, or (iii) on grounds justifying summary dismissal at common law, you will normally be given not less than 3 months' notice in writing terminating your employment. On the expiry of such notice, your employment will terminate.

14b. Your employment will automatically terminate not later than:

- i. when [\[name of appointing Minister\]](#) ceases to hold the ministerial office in relation to which you were appointed to assist him/her; or
- ii. if earlier, the end of the day after the day of the UK parliamentary general election following your appointment.

14c. If your employment automatically terminates in either of the circumstances set out in paragraph 14b i or ii, or if you resign on or after the dissolution of Parliament prior to a UK general election, you are entitled to a severance payment calculated in accordance with paragraph 14e. This is subject to your agreement that should you be reappointed as a special adviser you will repay your severance pay less the amount of salary you would have been paid had you been employed during the period between the termination of your previous

contract and your re-appointment on a fresh contract.

14d. Special advisers who have been publicly identified as a candidate or prospective candidate for election to the UK Parliament, the Scottish Parliament, the National Assembly for Wales, or the Northern Ireland Assembly must resign at the start of the short campaign period ahead of the election. Special advisers who resign in these circumstances are not entitled to receive a severance payment.

14e.

[EITHER]

Severance pay will be calculated as follows:

If termination occurs at any time during the first year of service, you will receive three months' pay. You will receive a month's pay for each additional completed year of service after the first year, subject to an overall maximum of six months' pay. If you have been re-appointed as soon as practicable following an earlier appointment then any service accrued in your previous appointment(s) will be included in the calculation.

[OR, if employed less than 6 months ahead of a UK general election]

Since a UK general election has to take place within the next 6 months you will not be entitled to any severance pay (unless you are covered by the circumstances applicable on re-appointment as set out in paragraph 14c).

But if [name of appointing Minister] ceases to hold the ministerial office in relation to which you were appointed to assist him/her before the dissolution of Parliament prior to the general election, you will receive severance pay equivalent to the amount of salary you would have been paid had you been employed up to the dissolution of Parliament, subject to a maximum of 3 months' pay.

*[NB: Contracts should contain only one of the 'either'/'or' options above, not both of them]*

14f. Any severance payment made under paragraph 14c is non-pensionable.

14g. You may terminate your employment by giving not less than 5 weeks' notice in writing to your appointing Minister and the Prime Minister's Chief of Staff.

## **15. Conduct and Confidentiality**

15a. You are a servant of the Crown and you owe duties of confidentiality and loyal service to the Crown. You are required to exercise care in the use of information acquired in the course of your official duties and to protect information which is held in confidence. An account of the constitutional position and the rules governing confidentiality and the use of official information is set out in the *Code of Conduct for Special Advisers* and [\[on the intranets of both the Cabinet Office and your host Department\]](#). You are also subject to the *Official Secrets Act 1989*.

15b. You are required to abide by the conduct provisions of the [\[Departmental Staff Handbook\]](#) including those relating to the avoidance of conflicts of interests and the acceptance of gifts or hospitality. The rules which apply to you relating to involvement in political activities are set out in the *Code of Conduct for Special Advisers*.

15c. You are required to conduct yourself in accordance with the provisions of the *Code of Conduct for Special Advisers* and the *Civil Service Code*, except for those aspects which relate to the impartiality and objectivity of the Civil Service and of civil servants. Copies of both Codes have been provided to you.

15d. If you wish to take part in any outside activity where information or experience gained in the course of your work is likely to be relevant, you must first seek permission from your appointing Minister, the Head of the Department where you work, and the Prime Minister's Chief of Staff.

15e. You must comply with the rules on the publication of personal memoirs and books based on official experience set out in the [\[Code of Conduct for Special Advisers and Civil Service Management Code\]](#). You must not publish or broadcast personal memoirs reflecting your experience in government, or enter into commitments to do so, while in Crown employment. The permission of the

Head of your former Department and the Cabinet Secretary must be sought before publishing, or entering into a contractual commitment to publish such memoirs after leaving the Civil Service. You must submit any draft manuscripts for comment to the Head of your former Department and the Cabinet Secretary in good time in advance of publication. Separately, you should send a copy of the draft manuscript to the Prime Minister's Chief of Staff in post at the time of your employment.

15f. Special adviser positions are designated as sensitive posts within departments. As a condition of taking up such a post, you will be taken to have assigned to the Crown copyright in any future work which relates to your employment and/or which contains or relies upon official information which came into your possession by virtue of your employment as a special adviser. Where permission to publish the work (or parts of it) is provided by the Head of the Department and the Cabinet Secretary, the Crown will reassign copyright in the relevant part of the work. Detailed rules are set out in section 4.2 of the *Civil Service Management Code* and on the [\[Cabinet Office intranet\]](#).

## **16. Disciplinary and grievance procedures**

16a. Disciplinary matters are dealt with in accordance with procedures, which are set out in the [\[Cabinet Office policies\]](#). The responsibility for disciplinary matters rests with your appointing Minister and the Prime Minister's Chief of Staff. The inefficiency policies set out in the [\[Cabinet Office policies\]](#) do not apply to you.

16b. 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 [\[name of appointing Minister\]](#), the Permanent Secretary and the Prime Minister's Chief of Staff in writing.

## **17. Acceptance of outside appointments**

17a. Special advisers are subject to the *Business Appointment Rules for Civil Servants*. Under the Rules, they are required to submit an application to the Head of their former Department for any new appointments or employment they wish to take up after leaving the Civil Service. This requirement applies to special advisers of equivalent standing to the Senior Civil Service for two years

after leaving the Civil Service, and to other special advisers for one year.

17b. Applications from special advisers of equivalent standing to Director General and above are referred to the *Advisory Committee on Business Appointments*. Decisions on these applications are taken by the former Head of Department based on the Advisory Committee's advice. The target timescale for completion of this process is 20 working days. Applications from other special advisers are handled within the relevant former Department, and the Head of the former Department makes the decision on the application. A special adviser who is unhappy with the decision on their application may appeal to the Lead Non-Executive Director of their former Department. In the case of special advisers of equivalent standing to Director General and above, the Advisory Committee's advice, and the decision of the Head of the former Department, will be published. The full *Business Appointment Rules for Civil Servants* are appended to the *Code of Conduct for Special Advisers*.

## **18. Statutory Particulars**

The further particulars of terms of employment not contained in the body of this contract which must be given to you in compliance with Part 1 of the *Employment Rights Act 1996* are given in the attached Schedule 1.

Signed .....

(Employee)

Signed.....

(On behalf of the Department)

Date .....

Date.....

## SCHEDULE 1

### EMPLOYMENT RIGHTS ACT 1996 - PART 1

The following information is given to supplement the information given in the body of the contract in order to comply with the requirements of Part 1 of the Act.

#### Continuous employment

Your period of continuous employment began on [.....]

#### Annual leave

You will be entitled to 25 days annual leave plus one additional day accrued as per the table below:

Length of Service	Annual leave entitlement
Up to 1 year	25 days
1 year - up to 2 years	26 days
2 years - up to 3 years	27 days
3 years - up to 4 years	28 days
4 years - up to 5 years	29 days
5 years or more	30 days

#### Public and privilege holidays

There is one privilege day for the Queen's Birthday holiday (ie either the Friday preceding, or the Tuesday after, the Spring Bank Holiday).

You may be required to work on a public holiday or privilege day. If so, you are entitled to time off in lieu.

#### Collective agreements

There are no service-wide collective agreements in force which affect your terms and conditions. **[NB: If there are any departmental collective**

agreements which directly affect the terms and conditions of the staff in question, particulars should be included here.]

## SCHEDULE 2

### **MATERNITY, PATERNITY, ADOPTION AND PARENTAL LEAVE [“FAMILY LEAVE”]**

#### **Maternity Pay**

Occupational maternity pay will be paid at the contractual rate of pay for the first 26 weeks of the maternity leave period. The remainder of the additional maternity leave (AML) will be paid at the statutory rate for 13 weeks and unpaid for 13 weeks.

#### **Paternity Leave and Pay**

Occupational paternity leave is 12 consecutive working days. Occupational paternity pay will be paid at the contractual rate of pay for the duration of the paternity leave period.

#### **Adoption Pay**

Occupational adoption pay will be paid at the contractual rate of pay for the first 26 weeks of the adoption leave period. The remainder of the adoption leave will be paid at the statutory rate for 13 weeks and unpaid for 13 weeks.

#### **Shared Parental Pay**

Occupational shared parental pay (ShPP) will be paid at the contractual rate of pay for 26 weeks. The remainder of the shared parental leave (SPL) will be paid at the statutory rate for 13 weeks and unpaid for 13 weeks.

To receive occupational maternity, paternity, adoption or parental leave entitlements, a special adviser must:

- qualify for statutory benefits;
- have 12 months continuous qualifying service at the time the period of leave begins;

- give a written undertaking that they intend to return to work when the period of leave ends and,
- give a written undertaking that they will repay the contractual element of pay if they choose not to return to work when the period of leave ends

### **Unpaid Parental leave**

There is a statutory entitlement to take up to 18 weeks unpaid parental leave per child, up to the child's 18<sup>th</sup> birthday.

To qualify for parental leave, you must have responsibility for a child and have have one year's continuous employment with the Civil Service.

### **Qualifying Service**

For these purposes, 'continuous qualifying service' includes paid service, ordinary or additional maternity or adoption leave, maternity/adoption support leave, shared parental leave and unpaid parental leave, but excludes unpaid special leave, sick pay at nil or pension rate and any periods of unauthorised absence other than time taking part in official industrial action.

### **Termination of employment**

If your employment automatically terminates in either of the circumstances set out in paragraph 14b i or ii whilst you are on a period of Family Leave as set out in this schedule, any remaining occupational entitlement will continue to be paid to you in monthly instalments unless previously agreed with the Cabinet Office that it should be paid to you as a lump sum payment. Your entitlement to a severance payment remains unaffected and will be paid at the end of your period of Family Leave