# FURLOUGH LEAVE AGREEMENT

# PARTIES

COMPANY NAME (Company or us); and

EMPLOYEE NAME (**you**).

1. **STATUS OF THIS AGREEMENT AND DEFINITION OF FURLOUGH LEAVE** 
   1. This agreement is a variation to your contract of employment, designed to implement and take advantage of the government’s Coronavirus Job Retention Scheme (the Scheme).
   2. Furlough Leave is a period of leave agreed between the Company and you, enabling the Company to apply for financial assistance from the Government under the Scheme.
   3. The Company considers it appropriate to place you on Furlough Leave as it is currently unable to provide any work to you and/or you are unable to attend the Company’s premises to carry out your duties and you are unable to carry out your duties from home. As such, the Company is asking you to agree to be placed on Furlough Leave.
   4. This agreement is entirely voluntary, and you can decide whether you agree to being placed on Furlough Leave or not.
2. **TERMS** 
   1. We agree that from DATE you shall be on Furlough Leave, being the date on which you verbally agreed with the Company to be placed on Furlough Leave. This means your contract of employment continues, but you shall not be required to come into work or carry out any of your duties.
   2. Whilst you are on Furlough Leave, we will pay you:

80% of your gross basic pay, including employer’s national insurance contributions and employer’s pension contributions, or the maximum amount we can be reimbursed for by HMRC, whichever is less.

* 1. For the purposes of clause b above, the term ‘gross basic pay’ refers to your normal monthly/weekly wage/salary, excluding any bonuses, allowances, commission or other payments.
  2. The payments made to you whilst on Furlough Leave will be subject to deductions that we are required to make by law and/or in accordance with your contract of employment.
  3. You will continue to receive all of your contractual non-cash benefits during Furlough Leave.
  4. It will not be possible to take annual leave during the period of Furlough Leave unless permitted by the terms of the Scheme announced by HMRC.
  5. Your Furlough Leave shall end on the earliest of the following events:
     1. the Scheme ending (anticipated, at the date of this agreement, to be at the end of May 2020, however this is subject to ongoing review and further Government updates);
     2. either you or us ceasing to be eligible for funding under the Scheme;
     3. us deciding, at our sole discretion, to cancel Furlough Leave and bring you back to work at any time, even where we decide to do so temporarily; or
  6. During your Furlough Leave, you may not work for any other organisation, or on your own account. If you do, you must tell us, and you may be liable to repay any sums we have paid you under the Scheme if we become liable to repay it to the Government.
  7. When your Furlough Leave ends, while we will always endeavour to provide you with work, in the event of insufficient work being available you agree we are entitled to place you on short time or lay you off without any pay except for statutory guarantee payments.

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Signed by NAME, POSITION Date

For and on behalf of COMPANY

Please sign and return the enclosed/attached copy of this Agreement to confirm your voluntary agreement to the terms set out above.

If you do not have the ability to return a scanned or hard copy of this agreement, please send an email to us confirming your agreement to the terms set out above.

By signing below, you confirm that you understand the Company will require to provide HMRC with sufficient of your personal information to enable us to receive reimbursement for your Furlough Leave payments.

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Signed by EMPLOYEE Date