***EMPLOYER NAME***

**AGREEMENT FOR FURLOUGH LEAVE**

*Employee Name: XXXX*

This is a variation to your contract of employment, designed to implement and take advantage of the Government’s Coronavirus Job Retention Scheme.

1. We agree that from [DATE] you shall be on Furlough Leave. This means your contract of employment continues, but you shall not be required to come into work. We will pay you [80%] / [100%] of your salary during that time.
2. Your Furlough Leave shall end on the earliest of the following events:-

(a) the Government’s Coronavirus Job Retention Scheme ending (At present Furlough Leave is intended to last for March, April and May 2020 but you acknowledge and agree that if extended by the Government this arrangement may also be extended by us accordingly.)

(b) either you or us ceasing to be eligible for funding under that scheme; or,

(c) us deciding to cancel Furlough Leave and bring you back to work.

1. 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 this scheme if we become liable to repay it to the Government.
2. 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. \*

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_

 (Employer)

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_

 (Employee)

\**This clause applies only to employers with a lay off clause in contracts of employment. Otherwise omit clause 4.*