CAUTION: THIS LETTER HAS BEEN DRAFTED BASED ON THE LIMITED GOVERNMENT GUIDANCE RELEASED ON 22 OCTOBER 2020. MORE GUIDANCE IS EXPECTED SOON – THEREFORE, THE CONTENTS OF THIS LETTER ARE SUBJECT TO CHANGE, AND MAY REQUIRE AMENDMENTS BEING PROVIDED TO EMPLOYEES ONCE THAT HAS BEEN RECEIVED.

[date]

[state how delivered: e.g. By Hand or 1st Class and Registered Post]

PRIVATE & CONFIDENTIAL

[name/address]

Dear [name]

**Re: Temporary business closure and Job Support Scheme (JSS Closed)**

This letter is to confirm that, as discussed and agreed with you, your current position with [company name] is being temporarily “furloughed” effective [from date/immediately] and until further notice. Furlough is a temporary period of leave. This change is being implemented as a result of our business being instructed to close from [date] as part of lockdown measures by [insert who has issued this instruction] in response to the COVID-19 pandemic. [We are very grateful for your cooperation since this helps us greatly in our attempt to save as many jobs as possible during this very difficult time for everyone.]

You will remain employed during the furlough period and your usual contractual terms will apply, except as stated in this letter.

You must remain available for work during the times you are on furlough so that we can bring you back in immediately as the situation changes.

For the period from 1 November 2020, we will be applying to HMRC to claim funding to pay you for a proportion of your normal hours of work that you do not work via its Job Support Scheme (referred to as “JSS Closed”). The scheme is set to run from 1 November 2020 until 30 April 2021. [For the period of furlough up to 31 October 2020, we will be claiming under HMRC’s Job Retention Scheme (JRS) [for which you will have already received details OR and will write to you separately in that regard].]

Under the JSS, you will be entitled to two-thirds of your normal salary, subject to:

* A cap of £2,083.33 per month;
* Tax, National Insurance and pension contributions; and
* Any eligibility rules that may be implemented.

Based on the information we have at this time, in order to claim under the scheme, it is a requirement for employees not to carry out any work for at least seven consecutive days. If you do not meet this requirement in any claim period, you will not be entitled to pay under the scheme. We await information on any exceptions, if any.

Your normal hours and rate of pay for these purposes will be calculated in accordance with the rules of the JSS Closed, which are not yet available. As soon as we have that information, we will confirm details to you.

At the time of writing, HMRC is yet to provide detailed guidance regarding the scheme and, therefore, this agreement is subject to any changes that may arise as a result of such guidance and/or rules.

We will only pay you for any furloughed hours if we are able to claim this funding from HMRC[, either under the JSS Closed or JRS]. If for any reason we can’t do so, we will need to cease payments and recover any overpayment. In those circumstances, you will not be entitled to any pay.

We will let you know if we experience any problems in accessing funding for you.

Once the restrictions have been lifted, you will return to [your contracted hours of work OR [set out arrangement]]. We will regularly review the situation and will let you know when you can return to your usual working hours.

We are entitled to vary or bring this arrangement to an end at any time.

It is important that you keep us updated as to whether you have been advised to self-isolate or are ill since this may affect your entitlement to furlough pay under the JSS[ and JRS].

For speed and efficiency (and to avoid unnecessary burden on the postal service), our intention is to communicate with all staff via the emails that they provide. If you do not have an email address or there are reasons why this is not a suitable form of communication for you, please let [name] know. We will only use alternative means of communication where it becomes necessary.

Finally, for our records and for the purposes of making the claim, it is necessary to record your agreement to the contents of this letter. Therefore, to ensure we are able to claim payments under the JSS[ and JRS] for you, please could you confirm your agreement by either replying to this letter by email with the below wording or signing a copy of this letter and returning it to [name] at [address].

If you have any queries during this period, please contact [name]. In particular, if there is anything in this letter with which you do not agree, please let us know immediately.

Your co-operation during this difficult period is greatly appreciated.

Yours sincerely

I confirm that I have read and understood the terms of the letter dated [date of this letter]. I confirm that I [have agreed OR agree] to the temporary variation of my terms and conditions of employment to place me on furlough leave on [date] as described in the letter from the company dated [date of this letter].

NAME – [Insert name]

DATE – [Insert date]