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THIS CONTRACT is made the << >> and Year >>

BETWEEN:

- (1) <<Name of Company>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (hereinafter referred to as “you” or the “Company”); and
- (2) <<Name of Director>> of <<Company>> (hereinafter referred to as “Executive”).

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement and the Schedules, unless the context otherwise requires, the following definitions shall apply:

“the Board”

the directors of the Company for the time

“the Commencement Date”

the date of this Contract;

“Contract”

the contract including the attached

“the Group”

the Company and any other company (wherever incorporated), at the relevant time, is a holding company or subsidiary (other than the Company) of a member of the Company, and “member of the Group” shall be construed accordingly;

“Termination Date”

the date on which the employment of the Executive terminates, whether it arises; and

“Working Day”

any day other than Saturdays, Sundays and public holidays in the United Kingdom.

- 1.2 Any reference to a provision of the Contract shall, if that provision has been amended or extended, be a reference to that provision as so amended or extended.

- 1.3 The headings in this Agreement and the Schedules are for convenience only and shall not affect the interpretation of the provisions.

- 1.4 This Contract includes the Schedules, which the Company is required to provide in accordance with the Companies Act 2002 and Working Time Regulations 1998.

2. Appointment of the Executive

- 2.1 The Company will appoint the Executive and the Executive will serve the Company as <<Title>>.

- 2.2 The Executive is required to comply with the Company’s rules, regulations and policies for its employees which are in force.

2.3 The employment of the Executive under this Contract shall begin on the Commencement Date (hereinafter provided) continue for (<<One Year>> from the Commencement Date ("Initial Period") and thereafter until terminated in accordance with the provisions of this Contract.

2.4 In accepting his appointment, the Executive is deemed that the Executive has accepted all the terms and conditions set out in this Contract.

3. Duties of the Executive

3.1 In the capacity specified in the Schedule, the Executive shall during the continuance of this Contract:

3.1.1 faithfully and honestly perform all such powers and duties in relation to the Group and its business and the respective members of the Group, as may from time to time be entrusted in him by the Board;

3.1.2 at the request of the Board, act as a director of the Company and any member of the Group with the consent of the Board not to resign from office;

3.1.3 obey all lawful resolutions of the Board;

3.1.4 use his best endeavours to promote the interests of the Company or the Group;

3.1.5 keep the Board informed (in writing if so requested) of his conduct in relation to the affairs of the Company or any member of the Group and such explanations as the Board may require;

3.1.6 not at any time make any misleading statement relating to the Company or the Group;

3.1.7 unless prevented by illness or injury, devote the whole of his working time to his duties and to the furtherance of the Company and the Group;

3.1.8 conform to such requirements as may from time to time be reasonably required of him that the performance of his duties may require him to work outside the Company's normal business hours, to << 6.00 >> pm. There is no entitlement to compensation for any additional hours worked in excess of his normal hours, as this obligation has already been taken into account by the Company in determining salary levels;

3.1.9 in pursuance of the Board's instructions, under perform such services for the Company as the Board may from time to time require;

3.1.10 undertake such duties as may be reasonably required of him in the United Kingdom and abroad as may be necessary for the proper performance of his duties;

3.1.11 serve the Company at its principal place of business or on a temporary basis at such other place as the Board may from time to time or hereafter acquires a place of business as may be reasonably determine. [The Executive shall not be required to serve the Company in the United Kingdom for a continuous period

of more than
<<Number of days>>
consent.]

occasion or for a total of more than
365 day period without his prior

3.1.12 [You may be required to travel in the UK [and overseas] on the Company's business]

in the UK [and overseas] on the

3.1.13 [You are required to provide details e.g. state country and duration>>.]

provide details e.g. state country and

3.1.14 [You will be required to provide details e.g. state country and duration>>.]

provide details e.g. state country and

3.1.15 [You will also be required to provide details e.g. state country and duration>>.]

<<state additional payments and

3.2 The Executive shall not do anything which may bring the Company or any member of the Board into disrepute or harm the goodwill or the reputation of the Company or the Group.

the continuance of this Contract do
n of the Board bring the Company
ute or harm the goodwill or the
of the Group.

3.3 The Executive shall not, without the previous written approval of the Board, engage in any other trade, profession, business or occupation which would materially interfere with the proper discharge of his duties or hold any directorship in any company other than a subsidiary of the Company or a company from the Board.

the continuance of this Contract
Board engage or be concerned or
y other trade, profession, business
ion of the Board would materially
duties or hold any directorship in
group without prior written approval

3.4 Nothing contained in this Contract shall prevent the Executive from being interested in no more than 1% of the issued securities of any company the shares of which are listed or dealt in on a recognised Stock Exchange.

clude the Executive from being
cent of the issued shares or other
which are listed or dealt in on a

4. Remuneration and Benefits

4.1 During the continuance of this Contract the Executive as remuneration shall be entitled to receive £<< amount >> per annum.

the Company shall pay to the
hereunder a salary at the rate of
mencement Date.

4.2 The Executive's salary shall be payable as follows:

above shall be:

4.2.1 payable by the Company in arrears on the << day e.g. 25th >> day of each month.

nts in arrears on the << day e.g.

4.2.2 deemed to be payable in full on the << Date >>.

nd

4.2.3 subject to review by the Board in each year << Date >> of this Contract, provided that the salary of the Executive shall not be reduced by at least << >> per cent in any year.

cretion of the Board on <<Date>>
of this Contract[, provided that the
sed by at least << >> per cent in

4.3 The Executive will be entitled to participate in the Group's [share option scheme] in accordance with the terms and conditions governing the same.

ate in the Group's [share option
nd conditions from time to time

4.4 The Executive shall be entitled to a bonus in accordance with the terms and conditions governing the same.

a bonus in accordance with the
p this Contract.

4.5 The Executive's salary shall be inclusive of any fees to which the Executive is entitled as a director of the Company or of any other member of the Group.

shall be inclusive of any fees to
director of the Company or of any

S

4.6 The Company shall for all reasonable travelling, hotel and other out of pocket expenses may properly incur in carrying out his duties, other than the normal place of residence, which he normally carries out his duties. The Executive shall submit the Company receipts for such expenses or other evidence thereof to the satisfaction of the Board.

4.7 The Company shall ensure the Executive's employment to deduct from the salary or expenses any monies due to the Company.

4.8 The Company shall discharge any of its obligations under this Clause 4 either by itself or through any member of the Group.

4.9 [You will be entitled to health insurance/permanent health insurance/details of >.]

4.10 Your entitlement to commence <<state e.g. on your first day OR after the satisfactory probationary period>>.]

4.11 [The organisation shall remove your entitlement to these benefits at any time]

5. Pension and Benefits

5.1 [The designated pension scheme in <<State where you are employed or obtained from <<specify job title>>].][The Company shall contribute a percentage of <<state %>> of your salary. You may contribute <<state %>> of your salary.]

OR

[If you are eligible, the Company shall enrol you into a pension scheme, in accordance with the Company's auto-enrolment obligations.

Full details of the scheme, including the minimum contributions you will be required to make and your right to opt out if you do not wish to participate. While participating in the scheme, you agree that contributions being deducted from your salary.

The scheme is subject to amendment from time to time, and the Company may replace it with another pension scheme at any time.]

5.2 The Executive is eligible for the Company's [medical insurance] [death-in-service] [life insurance] [permanent health insurance] scheme, subject to the terms and conditions of such schemes from time to time in force. Details of the scheme shall be provided from <<specify job title>>. If the Executive does not wish to participate in these schemes, the Executive should advise the Company.

5.3 The Company reserves the right to alter its participation in any scheme specified in Sub-clause 5.2, or alter the benefits available to the Executive under such schemes.

5.4 For the avoidance of doubt, the Executive shall remain in any Company scheme as

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- described in Sub-clause 5.4, the Company shall have no liability or prejudice to the Company's right to terminate employment of the Executive and at any time, with or without notice, in accordance with the provisions of Clause 5 either by itself or by any of its obligations under this member of the Group.
- 5.5 The Company shall have no liability or prejudice to the Company's right to terminate employment of the Executive and at any time, with or without notice, in accordance with the provisions of Clause 5 either by itself or by any of its obligations under this member of the Group.
6. **Collective agreements**
- [There are no collective agreements in relation to the Executive's employment.]
- OR
- [The Executive's employment is governed by the following collective agreement <<specify relevant agreement>>]
7. **Holidays**
- 7.1 The Executive shall be entitled to a number of days not less than 28>> working days' paid holiday per year inclusive of statutory and public holidays.
- 7.2 Holiday shall be taken in accordance with guidelines approved by the Board may approve and in accordance with guidelines approved by the Board from time to time.
- 7.3 The Executive shall not be entitled to carry forward any unused holiday entitlement from one year to the next without first obtaining consent of the Board.
- 7.4 If the employment of the Executive is terminated, otherwise than by reason of his dismissal in accordance with 16.2.3, 16.2.4, 16.2.5, or 16.2.6 during any calendar year, then he shall be entitled to his full entitlement to holidays for that year, which shall be paid on the basis of <<specify calculation e.g. 1/26 of his full entitlement>>, for each day of his entitlement accrued and not taken.
- 7.5 If the employment of the Executive is terminated for any reason during any calendar year, then he shall be entitled to his full entitlement to holidays for that year, which shall be paid on the basis of <<specify calculation e.g. 1/26 of his full entitlement>>, for each day of his entitlement accrued and not taken.
8. **Other paid leave**
- 8.1 Any maternity, paternity, parental or parental bereavement leave will be paid at the same rate/your normal rate of pay>>.
- 8.2 [The Company also provides details of other paid non-statutory leave>>.]
- 8.3 Please see the Company's policies for further information.
9. **Training**
- 9.1 You will be required to undergo training in respect of <<state e.g. health and safety>>.
- 9.2 You may be required to undergo additional training at the Company's expense, at the Company's rate of pay for any compulsory training.

9.3 You will not be paid [REDACTED] for training <<give details>>.

10.1 If the Executive shall become incapacitated or prevented by illness, injury, accident or other cause beyond his control (hereinafter referred to as "Incapacity") from performing in full his duties under this Contract he shall for the first 12 months of his Incapacity in any period of 12 months be entitled to receive such (if any) salary at full rate and thereafter shall receive no salary or remuneration during periods of his Incapacity. The Executive shall claim all State and Federal income tax and state benefits received by him and shall pay to the Company for all such taxes and benefits the amount for which his salary is paid under this Sub-clause.

10.3 If at any time during his or her term of office the Executive suffers from Incapacity which is occasioned by the negligence of a third party in respect of which damages are or may be recoverable, the Executive shall forthwith inform the Board of that fact and of any claim, compromise, settlement or award made or awarded in connection therewith and shall inform the Board of such particulars of such matters as the Board may reasonably require. If so required by the Board refund to the Company such amount of damages recovered by him under such claim, compromise or judgement borne by the Executive and not borne by the Company out of the remuneration paid to him by way of salary and other benefits (including the period of his incapacity) as the Board may determine.

10.4 The Board may at its discretion require the Executive to provide evidence satisfactory to the Board of the absence of any Injury or Incapacity of the Executive and at least once per year, or more often if the Board determines otherwise as the Board may determine the Executive shall undergo a medical examination by a medical practitioner of the Company. The Company shall bear the cost of any such examination. The Executive shall be entitled to full disclosure of the results thereof.

The Company will comply with _____ provisions in respect of Maternity Leave.
The Company's Maternity Leave policy shall be _____ from <<specify job title>>.

The Company will comply with _____ provisions in respect of Paternity Leave.
The Company's Paternity Leave shall be _____ from <<specify job title>>.

The Executive's offer letter [REDACTED] are entitled to a car allowance or to a Company car. If the Ex [REDACTED] car allowance the offer letter will specify the amount of the [REDACTED] paid monthly in arrears with their

salary. If the Executive is provided with a car, the Offer Letter will specify the maximum value of the car and the Company's Car Policy setting out the conditions which apply to their use of the car. If provided with a car, the Executive shall take good care of the car, comply with the Company's Car Policy and the provisions of any policy of insurance notified to the Executive.

car, the Offer Letter will specify the maximum value of the car and the Company's Car Policy setting out the conditions which apply to their use of the car. If provided with a car, the Executive shall take good care of the car, comply with the Company's Car Policy and the provisions of any policy of insurance notified to the Executive.

14. Confidentiality

14.1 The Executive shall

14.1.1 at all times keep confidential any information or transaction of a confidential nature which comes to his knowledge during his employment with the Company, or proper performance of his duties hereunder or in compliance with the law;

to any person any trade secret, or confidential information, business, affairs, finances or other confidential information of any member of the Group which is confidential to the Company or comes to his knowledge during his employment with the Company, or proper performance of his duties hereunder or in compliance with the law (whether such disclosure is made in the course of his employment or properly authorised by the Board of Directors of the Company or a court of competent jurisdiction);

14.1.2 during the course of his employment with the Company to prevent the disclosure of such confidential information;

and to use all reasonable endeavours to prevent the disclosure of such trade secrets and confidential information;

14.1.3 keep with confidence all confidential information received by him;

such trade secrets and confidential information;

14.1.4 not use or disclose any confidential information in the proper performance of his duties hereunder or indirectly to any person;

such trade secrets or confidential information except in the proper performance of his duties hereunder or where or cause loss either directly or indirectly to the Company or may be likely so to do.

14.2 The provisions of Section 14.1 hereof and shall continue to apply after the termination of this Contract without time limitation but shall not come into the public domain.

without prejudice to Clause 15 (Termination) of this Contract without time limitation but shall not come into the public domain or knowledge which may be used by the Executive.

14.3 The Executive shall not, otherwise than for the benefit of the Company, make, disclose or cause to be made or disclosed:

in the course of the continuance of this Contract make, disclose or cause to be made or disclosed:

14.3.1 any notes or memoranda;

14.3.2 by any other person any information or data;

or cause to be made or disclosed any information or data or

relating to any matter in the business of the Company or any member of the Group or the Group's dealings with any person;

business of the Company or any member of the Company or any member of the Group or the Group's dealings with any person;

14.4 The Executive shall, upon the termination of his employment with the Company, use all reasonable endeavours to prevent the disclosure of any confidential information referred to in Clause 14.1 of the Company, including notes, memoranda, data or other confidential information. The Executive shall be required to surrender or destroy all such confidential information upon the termination of his employment with the Company.

continuation of this Contract or after the termination of this Contract, use all reasonable endeavours to prevent the disclosure of any notes, memoranda, data or other confidential information referred to in Clause 14.1 of the Company, including notes, memoranda, data or other confidential information. The Executive shall be required to surrender or destroy all such confidential information upon the termination of the

15. **Intellectual Property**

15.1 In this Clause:

“Design”

in which is registrable under the Designs Act 1949 or in respect of which design rights subsist under Section 213 of the Copyright, Designs and Patents Act 1988;

“Drawing”

any drawing, picture, photograph, plan or sketch in

“Invention”

any invention whether patentable or not under the Patents Act 1949 or by virtue of any international convention, together with the right to apply in any country for appropriate protection therefor;

“Know-how”

any trade secret, trade process, technique, discovery, secret process or technical information, including any technical information;

“Records”

any drawings, models, documents (as defined in the Civil Evidence Act 1995), notebooks or any other records in any form, including data stored in a computer or otherwise; and

“Software”

any computer programs, including preparatory work, and herefor, any documentation relating to the software media containing or recording any part of the foregoing items.

15.2 Inventions and any other intellectual property or found by the Executive or derived from the provisions of the Company and the Executive shall, subject to the provisions of the Company, belong exclusively to the Company, and the Executive shall not, without the prior written consent of the Company, disclose the same to the Company or as it may be required.

any invention made, obtained, acquired, produced or developed by or for the Executive of his employment shall, subject to the provisions of the Company, belong exclusively to the Company, and the Executive shall not, without the prior written consent of the Company, disclose the same to the Company or as it may be required.

15.3 The Company and the Executive shall keep confidential any Invention or other intellectual property which is disclosed to the Executive until its ownership has been determined. If the ownership of the Invention has not been determined, the Executive shall thereafter continue to keep confidential the Invention for a period of 90 days from the date of its disclosure to the Company, during which time the Executive shall not disclose the Invention to any other person without the prior written consent of the Company.

The Executive shall keep confidential any Invention or other intellectual property which is disclosed to the Executive until its ownership has been determined. If the ownership of the Invention has not been determined, the Executive shall thereafter continue to keep confidential the Invention for a period of 90 days from the date of its disclosure to the Company, during which time the Executive shall not disclose the Invention to any other person without the prior written consent of the Company.

15.4 The signature by the Executive of any application for protection of any Invention which belongs to the Company, shall operate as a binding acknowledgment that, insofar as the subject of that application is not already the property of the Company by operation of law, it is one of the Inventions of the Company, and the right to claim priority for that application under the Patents Act 1949 or otherwise and the beneficial interest in any protection of such Invention, is vested in the Company.

The signature by the Executive of any application for protection of any Invention which belongs to the Company, shall operate as a binding acknowledgment that, insofar as the subject of that application is not already the property of the Company by operation of law, it is one of the Inventions of the Company, and the right to claim priority for that application under the Patents Act 1949 or otherwise and the beneficial interest in any protection of such Invention, is vested in the Company.

- 15.5 All Designs, Drawings, Inventions, Patents, Copyrights, Trade Secrets, and Software which are made by the Executive in the course of his employment shall belong exclusively to the Company, together with all design rights therein (whether registrable or unregistrable) and shall apply throughout the world for appropriate protection and otherwise; and all rights of the Executive in the nature thereof which are conferred by or under the laws of the United States or any other country of the world, for the full term thereof and all extensions thereof.
- 15.6 In respect of any Invention, Patent, Registered Design, or Copyright which belongs to or is made by the Executive in the course of his employment, if and when required to do so by the Company, at the expense of the Company's expense but for no further consideration:
- 15.6.1 furnish any specification or other information which the Company may require in relation to such Invention or Design;
 - 15.6.2 apply for or obtain a patent, registered design or such other protection as may require in relation to such Invention or Design;
 - 15.6.3 execute all such acts and things as the Company may require to obtain such patent, registered design or other protection and all rights therein and the title to the same and to maintain such patent, registered design or other protection to extend the term thereof.
- 15.7 The Executive shall assign to the Company all Designs, Drawings, Records, Inventions, Patents, Copyrights, Trade Secrets, and Software made by the Executive in the course of his employment:
- 15.7.1 on request at any time during the period of his employment;
 - 15.7.2 on the termination of his employment.
- 15.8 The provisions of this Contract without limitation shall continue to apply after termination of the Executive's employment.
16. **Termination**
- 16.1 The employment of the Executive shall terminate automatically without breach by either party where:
 - 16.1.1 the Executive is removed from office by virtue of any provision of the Companies Act 1965 or any other law;
 - 16.1.2 the Executive is removed from office by a resolution of the Board of Directors.
 - 16.2 The Company may terminate the employment of the Executive (in addition to any other remedy) without prior notice to the Executive or payment in lieu thereof:
 - 16.2.1 if the Executive is being treated as a medical practitioner who gives a written opinion to the Company that the Executive has become incapable of performing his duties as a director and may remain so for more than 90 days.

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16.2.2 is subject to
or partly pre
which he wo

of his mental health, which wholly
ly exercising any powers or rights

16.2.3 has a bankru

him;

16.2.4 makes a co
debts;

ors generally in satisfaction of his

16.2.5 is convicted
Road Traffic
an offence w
his office he

(other than an offence under the
of imprisonment is not imposed or
opinion of the Board does not affect
pany into disrepute); or

16.2.6 is guilty of
employment
employment
Board the in
be prejudice

conduct during the course of his
nself outside the course of his
in the reasonable opinion of the
or any member of the Group might

16.3 Upon termination of
be paid his salary
entitled to any other
termination.

b-clause 16.2 the Executive shall
termination, but he shall not be
ion whatsoever in respect of such

16.4 The Executive's em
Executive not less
the Executive giving
months' written not
Period.

ated by the Company giving to the
e.g. 3 >> months' written notice or
s than << Insert number e.g. 3 >>
y time after the end of the Initial

16.5 The Company rese
termination of empl
loss) which it or the
received pay in lieu
not be entitled to an
bonus which would

mpensation in lieu of any notice of
y on the Executive to mitigate his
to give. Where the Executive has
dance of doubt, the Executive will
on in respect of any holiday or any
during the notice period.

16.6 On the termination of

yment for any reason:

16.6.1 the Compar
thereafter b
monies whic
Executive to

deduct from any monies due or
Company to the Executive any
thereafter become due from the

16.6.2 any provision
termination s

s expressed to have effect after its
accordance with its terms; and

16.6.3 the Executive
with its in
specification
information r
(and any co
possession o
relate in an
(including bu
passes) wh
Executive's
confirm in w
Sub-clause

up to the Company in accordance
ent, correspondence, records,
ports, notes, memoranda, data or
14.3 above and other documents
her property which may be in his
n belong to the Company or which
s of any member of the Group
pany car, keys, credit cards and
tive's possession or under the
ill, if so required by the Company,
ed with his obligations under this

17. **Non-Compulsory Retirement**

The Company does not opt to compulsorily retire on reaching a particular age. However, you can choose to retire voluntarily at any time, provided you give the required period of notice to terminate your employment.

18. **Gardening Leave**

The Company reserves the right to require the Executive not to undertake all or any of his duties during any period of notice of termination, whether given by the Executive or the Company, provided always that the Company shall continue to pay the Executive's salary and provide employee benefits (apart from the Company's pension scheme) during such period.

19. **Consequences of Termination**

19.1 Upon the termination of his employment for whatever reason, the Executive shall resign without claim of damages from the Company and any other member of the Group and from all offices held by him in any such company or office. If the Executive fails to do so the Company is hereby irrevocably authorised to appoint any other person in his name and on his behalf to execute all or any of the duties thereto. Any resignation shall be without prejudice to any claim for breach of contract or to any damages or compensation payable to any director or member of the Group following on from the termination of his employment.

19.2 The Executive shall not be entitled to any compensation or damages or any other benefits connected with or in consequence of the termination of his employment by or on behalf of the Group.

20. **Amalgamation and Reconstruction**

20.1 If before the expiration of the term of his employment hereunder shall be effected the liquidation of the Company for the purpose of amalgamation or reconstruction or as part of any arrangement of the Company not involving the offer of employment with the Company or a major part thereof for a period not less than the then prevailing term of his employment, the Executive shall have no claim against the Company in respect of the termination of his employment.

20.2 If before the expiration of the term of his employment hereunder shall be disposed of or discontinued and the business of the Company or a major part thereof shall be taken over by any other company or a major part thereof, the Executive shall be entitled to be offered employment by any other company or a major part thereof on terms not less favourable than the then prevailing terms of his employment and otherwise no less favourable than the terms of the employment offered by the Company in respect of the termination of his employment.

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at age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided you give the required period of notice to terminate your employment.

The Company reserves the right to require the Executive not to attend at work and/or undertake all or any of his duties during any period of notice of termination, whether given by the Executive or the Company, provided always that the Company shall continue to pay the Executive's salary and provide employee benefits (apart from the Company's pension scheme) during such period.

Upon the termination of his employment for whatever reason, the Executive shall resign without claim of damages from the Company and any other member of the Group and from all offices held by him in any such company or office. If the Executive fails to do so the Company is hereby irrevocably authorised to appoint any other person in his name and on his behalf to execute all or any of the duties thereto. Any resignation shall be without prejudice to any claim for breach of contract or to any damages or compensation payable to any director or member of the Group following on from the termination of his employment.

The Executive shall not be entitled to any compensation or damages or any other benefits connected with or in consequence of the termination of his employment by or on behalf of the Group.

Upon the employment of the Executive for whatever reason, the Executive shall resign without claim of damages from the Company and any other member of the Group and from all offices held by him in any such company or office. If the Executive fails to do so the Company is hereby irrevocably authorised to appoint any other person in his name and on his behalf to execute all or any of the duties thereto. Any resignation shall be without prejudice to any claim for breach of contract or to any damages or compensation payable to any director or member of the Group following on from the termination of his employment.

If before the expiration of the term of his employment hereunder shall be disposed of or discontinued and the business of the Company or a major part thereof shall be taken over by any other company or a major part thereof, the Executive shall be entitled to be offered employment by any other company or a major part thereof on terms not less favourable than the then prevailing terms of his employment and otherwise no less favourable than the terms of the employment offered by the Company in respect of the termination of his employment.

21. **Competition**

21.1 For the purposes of

“Company”

“Restricted Period”

“Specified Area”

“Specified Business”

“Specified Capacity”

21.2 Since the Executive
Company confident
addition to the restr
the restrictions set o

21.3 The Executive sha
within the Specified

21.3.1 solicit or enc
client or cus
months pre
definition of

21.3.2 attempt to in
or to cease t

21.3.3 employ or c
prior to the t
an officer em

21.3.4 carry on or b

21.4 The restrictions in
reasonable in all the

of the Group;

of <<number of months e.g. 12 >>
on the Termination Date;

>;

> and such other business as the
time to time;

owing capacities:
either solely or jointly with any other

any other person;

other person;

y other person;

of any other person;

or adviser to any other person;

any company; or

any interest in any shares or
in any company (except as
-clause 3.4);

course of his employment with the
company he hereby agrees that in
ses 14 and 15 he will be bound by

actly, during the Restricted Period
capacity:

ny person who shall have been a
ner of the Company during the 12
any business falling within the
out in Sub-clause 21.1;

e the employment of the Company
the Company;

ny person who within six months
tive's employment hereunder was
he Company; or

of the Specified Business.

considered by the parties to be
ny such restriction shall be held by

- any court to be in force in all the circumstances for the purposes of the restrictions shall apply to the restrictions as may be necessary to render them valid and effective.
- 21.5 Each of the obligations in clause 21.3 shall be taken as separate and severable.
22. **Staff Handbook and Employment Policies**
- All Executives have a duty to ensure that the Company's other policies from time in force, including but not limited to the Company's Health and Safety, Fire and Safety Policies.
23. **Notices**
- Any notice to be given under this Contract shall be sent through the post addressed to him at his last known place of residence or to the Company, to it as its registered office. The notice shall be deemed to have been given when the notice was properly addressed and posted by prepaid registered letter.
24. **Data Protection**
- The Company is required to comply with the Data Protection Legislation) that it processes personal data, including how it uses that data. You shall confirm that you shall at all times comply with the provisions of the Data Protection Legislation. The Company's Data Protection Policy (which are available from the Company's website) and the Schedule 1 (which are attached in Schedule 1) shall be deemed to have been given when the notice was properly addressed and posted by prepaid registered letter.
25. **Governing Law**
- This Contract shall be governed by the law of England and Wales and the jurisdiction of the English and Welsh courts shall be exclusive.
26. **Previous Agreements and Contracts**
- This Contract supersedes all previous contracts between the Company and the Executive relating to his employment.

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what is reasonable in all the circumstances for the interests of the Company the said restrictions shall apply to the restrictions as may be necessary to render them valid and effective.

clause 21.3 shall be taken as

Company's other policies from time to time in force, including but not limited to the Company's Health and Safety, Fire and Safety Policies.

served by prepaid registered letter. The notice to be given to the Executive, in the case of a notice to be given to the Company, shall be deemed to have been given when the notice was properly addressed and posted by prepaid registered letter.

personal data" (as defined in the Data Protection Legislation) that it processes personal data, including how it uses that data. You shall confirm that you shall at all times comply with the provisions of the Data Protection Legislation. The Company's Data Protection Policy (which are available from the Company's website) and the Schedule 1 (which are attached in Schedule 1) shall be deemed to have been given when the notice was properly addressed and posted by prepaid registered letter.

in accordance with the laws of England and Wales and the jurisdiction of the English and Welsh courts shall be exclusive.

or any subsisting agreements or contracts between the Company and the Executive relating to his employment.

deemed to have been
Commencement Date.

consent with effect from the

27. **Severability**

The various Clauses and
severable, and if any prov
be invalid or unenforceable
or unenforceability shall n
provisions or sub-provision

tract and attached Schedules are
identifiable part thereof is held to
ent jurisdiction then such invalidity
r enforceability of the remaining

28. **Supplemental**

The provisions of Sched
Employment Rights Act 19

effect for the purposes of the
Act 2002.

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Discipline and Grievance Procedures

1. The Company's Discipline and Grievance Procedures are applicable to the Executive and a copy has been supplied to the Executive. The Board is entitled to amend such disciplinary rules from time to time.
2. The Company's Grievance Procedure is available on request from <<specify job title>>. This policy does not apply to the Executive's terms and conditions of employment.
3. The Executive may appeal any disciplinary action or any grievance matters that have not been resolved by the Board or a committee of the board and the Board's decision will be final and binding.
4. The date on which the Executive's continuous employment began is the <<Date>>.

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1. **Definitions and Interpretation**

In this Schedule, unless the context otherwise requires, the following expressions have the following meanings:

“the Accounts”

“the Board”

“the Bonus Scheme”

“the Company”

“Contract”

“Employment”

“the Executive”

“the Financial Year”

“the Payment Date”

“the Personal Performance Targets”

“Remuneration”

res, the following expressions

the audited profit and loss account of the Company;

the board of directors of the Company for the time being;

the bonus scheme as detailed in this Schedule from time to time;

the company whose details are set out in clause <<4.1>> beginning of this Contract;

this service contract, to which this Schedule is attached;

the employment of the Executive in accordance with the terms of this Contract;

the director whose details are set out in clause <<4.1>> beginning of this Contract;

the Company's financial year ended on the day <<specify relevant day and month>> of the Financial Year;

<<specify relevant number of months>> after the filing of the Accounts;

the individual targets relating to the Executive's performance as agreed between the Executive and the Company in writing at the start of that Financial Year and notified to the Executive at the start of that Financial Year;

the Executive's basic remuneration as set out in clause <<4.1>> of the Schedule.

2. **Bonus**

2.1 The Executive shall be entitled to a bonus in relation to each Financial Year of his Employment.

2.2 The Executive's bonus shall be determined at the sole discretion of the Board.

bonus in relation to each Financial Year of his Employment.

shall be determined at the sole discretion of the Board.

- 2.3 The Board shall take into account the Executive's Personal Performance Targets in determining the amount of bonus.
- 2.4 The Executive's bonus shall be <<specify relevant percentage>> of Remuneration.
- 2.5 To the extent that the Executive's employment part way through a Financial Year, his bonus shall be determined accordingly.
- 2.6 The Board shall notify the Executive within <<one month or specify relevant time period>> of the Financial Year, the extent to which the Personal Performance Targets have been met and the amount (if any) of bonus. The Board's decision is final and binding.
- 2.7 The bonus (if any) shall be payable to the Executive on the Payment Date.
3. **Termination**
- 3.1 If at the Payment Date the Executive's employment has been terminated for any reason in accordance with clause 16 of the Contract, the Executive shall have the right to a pro-rated bonus, except where
- a) is by reason of death;
 - b) is by reason of redundancy (as defined in section 139(1) of the Employment Rights Act 1996); or
 - c) is by reason of injury sustained in the course of the Company's permanent or substantial business.
- In such circumstances, the bonus shall be payable on the sole discretion of the Board, the Executive shall be entitled to a bonus in respect of the period of service in the relevant Financial Year payable on the Payment Date.
- 3.2 For the avoidance of doubt, any bonus payable in lieu of notice made to the Executive under clause 16, shall not include any element in respect of bonus which has not been due during the period for which the payment is made.
4. **Bonus Scheme**
- 4.1 The Bonus Scheme shall be determined under the direction and at the sole discretion of the Board.
- 4.2 The terms of the Bonus Scheme may be amended at any time and in any manner by the Board.
5. **General**
- 5.1 The Company will deduct from any bonus payable to the Executive the tax and any National Insurance contributions (and any other deductions required by law) from any bonus payable to the Executive.
- 5.2 [Any bonus payable to the Executive will not be taken into account for the purpose of calculating the Executive's entitlement to other benefits or payments.]

[Attach copy of current versions of the Company's Data Protection Policy and Privacy Notice]

SIGNED by or on behalf of the party _____ at _____ before written

Signed by <<Name>> for and
on behalf of <<Name of Company>>

Signed by <<Name of Director>>

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