<<Company Name>>

Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms and conditions of employment which govern your service with the Company. Your service with the Company is also subject to the terms contained in the letter offering you employment ("the Offer Letter"). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in the Offer Letter will prevail, except where expressly stated to the contrary.

TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

- <<Name of Company>> a company registered in <<England and Wales>> under registration number << >> whose registered office is at <<Address>> (hereinafter referred to as "we", "us" or "the Company")
- (2) <<Name of Employee>> of <<Address>> (hereinafter referred to as "you")

1. General

These terms and conditions include the particulars which the Company is required to provide in accordance with the Employment Rights Act 1996, Employment Act 2002 and Working Time (Amendment) Regulations 2007.

2. Date of Commencement/Continuous Employment

- 2.1 Your period of continuous employment with the Company begins on the <<Date>>
- 2.2 [No employment with a previous employment counts as part of your period of continuous employment].
- OR

[Your employment with <<Name of Previous Employer>> which began on <<Date>> will count as part of your continuous period of employment with the company].

- 2.3 In accepting your appointment, it shall be deemed that you have accepted all the terms and conditions set out in these Terms and Conditions of Employment.
- 2.4 These Terms and Conditions of Employment annul any previous agreement whether verbal or written given to you at any time.
- 2.5 The first <<number of>> months of your Employment will be a probationary period. During this period your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and, if found satisfactory, your appointment will be confirmed.

3. Duties

3.1 Your job title is detailed in the Offer Letter, or as may subsequently be notified following any change. In your job position you will perform all acts, duties and obligations and comply with such orders as may be designated by the Company which are reasonably consistent with that position. The Company may from time to time require you to perform duties normally undertaken by others or to take on different or additional duties, however you will not be assigned duties which you cannot reasonably perform.

3.2 You are required to for its employees from

4. Hours of Work

The Company's basic hou working hours are Monday lunch.

However, you may be requised by the Company or whe is no entitlement to be particle excess of basic weekly consideration in the determination of the determi

5. Place of Work

Your place of work is the also be required to work a distance of your home. D required to work at various travel both within the UK at

6. Remuneration, Expenses

- 6.1 Your salary is as s arrears by credit tra such other date with
- 6.2 You will be paid or by you while perforr producing supportin the Company.
- 6.3 The Company shall event on terminatio unpaid monies due
- 6.4 You will also be ent Plan (as notified), s force. Details of th Company reserves terminate either or t

7. Company Car

The Offer Letter will stat Company car. If you are amount of the allowance, v are entitled to a Company car and you will also be is the terms and conditions w



ny's rules, regulations and policies

er of>> hours per week. Normal to << >>, including one hour for

ours as and when requested to do te of your work so requires. There or any additional hours worked in on has already been taken into rel.

ated in << >>. However, you will emises within reasonable traveling ur employment you may also be the Company's customers, and to

and is payable monthly <<**[**i.e in he << >> day of each month, or bsequently be notified.

nable expenses properly incurred If of the Company, subject to your such expenses when requested by

during your employment, or in any muneration or your expenses any y.

Company's Commission or Bonus and conditions from time to time in supplied to you separately. The erms of either or both Plans, or to te other Plans.]

tled to a car allowance or to a ce the Offer Letter will specify the r in arrears with your salary. If you specify the maximum value of the Company's Car Policy setting out the car.

8. Holidays

- 8.1 In addition to the Ba are also entitled to complete calendar >>.
- 8.2 On the commence treated as having month of service in last date at work question. If, on the accrued holiday en to you. If you have I discretion require y pay you a sum in lie
- 8.3 You must obtain the holiday dates. You time, save at the Co
- 8.4 Holiday entitlement same holiday year. holiday not taken. any accrued holiday
- 8.5 [Payments in lieu of holiday entitlement

9. Sickness Absence

- 9.1 In all cases of abse another appropriate possible by telepho Company informed
- 9.2 A self-certificate wil days. For periods of weekends, you will send this to the Cor
- 9.3 Provided you have the Company is sa work, the Company pay (including SSP to << >>.
- 9.4 You will receive S provided that you Company sick pay a



normally observed in England, you vorking days paid holiday in each pliday year is from << >> to <<

of your employment, you will be ro rata basis for each complete lated by reference to your first or oliday entitlement in the year in loyment, you have exceeded your be deducted from any sums due wing the Company may, at its sole during your notice period or may

nediate superior>>before booking e more than two weeks at any one

Ist be taken before << >> in the It in the forfeiture of such accrued ation to allow you to carry forward hs of the following holiday year.

iday leave exceeding the statutory ne discretion of the Company.]

IT <<your immediate superior>> or npany as soon as practicable (if absence from work and keep the ly date of return to work.

hpany for absences of up to seven nsecutive days or more, including certificate from your doctor and

ferred to in Clause 9.2 above and is due to genuine incapacity for >> working days' Company sick gate during the year from << >>

P") when you qualify for it and nts of Clause 9.2 above. Where the same day of sickness, you will receive the higher d

- 9.5 If at any time your l right to require yo consultant nominate such examination.
- 9.6 For the avoidance of employment under be in receipt of Con
- 9.7 The Company has t for absences, such

[10. Anti-Bribery

- 10.1 You agree that you or other form of rev when representing
- 10.2 You agree to con separately) and ag amount to a bribe b

11. Pension

11.1 [There is no pensio

[You will be perm contributory [or nor time to time) full de department>>].

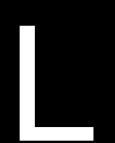
11.2 A contracting out o [not] in force.

12. Retirement

The Company does not op compulsorily retired on rea voluntarily at any time, p terminate your employmen

13. Health Insurance and Otl

13.1 You are eligible to p service life assuran terms and conditio Details of the se





ncern, the Company reserves the cal examination by a doctor or he Company will bear the cost of

eserves the right to terminate your ime, notwithstanding that you may

ecord absence levels and reasons nfidential.

ny bribes (i.e. a financial payment conducting Company business or acity.

y's anti-bribery policy (provided any suspicious conduct that may .]

our employment].

e eligible to join the Company's cheme (subject to the rules from btained from <<name title and/or

e Pension Schemes Act 1993 is

t age and therefore you will not be However, you can choose to retire the required period of notice to

ny's [medical insurance] [death-innsurance] scheme, subject to the at are from time to time in force. ned from <<name title and/or department>>. If yo advise the Compan

- 13.2 The Company rese or substitute anothe of the schemes.
- 13.3 For the avoidance described in Claus terminate employm notice, in accordance

14. Maternity Leave

The Company will comply The Company's Maternity department>>.

15. Paternity Leave

The Company will comply The Company's Paternity department>>.

16. Exclusivity of Service

- 16.1 You are required to duties during workir all times.
- 16.2 You must not, with directly or indirect undertaking where Company or where duties. However, y investment purpose Exchange. If the ho Directors of the Cor

17. Confidential Information

17.1 You shall neither d of your duties) nor directly or indirectly.

> 17.1.1 Use comp any any t or be inclue custo struc













ate in these schemes, you should

te its participation in any scheme enefits available to you under any

h in any Company scheme as udice to the Company's right to and at any time, with or without

ons in respect of Maternity Leave. lable from <<name, title and/or

ons in respect of Paternity Leave. lable from <<name title and/or

attention and abilities to your job best interests of the Company at

of the Company, be in any way ned in any other business or n conflict with the interests of the ect the efficient discharge of your 6 of any class of securities for is quoted on a recognised Stock the prior approval of the Board of d.

except in the proper performance nit) after the termination thereof,

or those of any other persona, other organisation, or disclose to ess entity or other organisation, ntial business information relating by or its Associated Companies, any such information relating to requirements, price lists of pricing es information, business plans or 17.2 You shall not at ar any notes or men Company's busines Company or any As

deali

desig activi

inforr

confi Com

custd

you

17.3 The obligations cor information or kno domain after the unauthorised disclo

18. Copyright, Inventions an

- All records, docume other copyright prot employment shall, t in all such works, Company.
- 18.2 You hereby irrevoca 1V or Part 1 of the (whether before, of authorship of any of Company, whereve right to be identified any such works sub
- 18.3 You and the Compa Patents Act 1977 inventions and the respectively. If, du inventions relevant Company under the or assign (as dete relation to such inve other materials re compensation for th its absolute discretion

19. Grievance Procedures

The formal grievance proc and/or department>>.



rs, financial information and plans, technical information, research marked "Confidential", or any been told is confidential or which t the Company would regard as on which has been given to the ed Company in confidence by er persons.

loyment with the Company make matter within the scope of the nerwise than for the benefit of the

bove shall cease to apply to any psequently come into the public ployment, other than by way of

ppies and summaries thereof) and puired by you in the course of your dwide copyright and design rights nain the absolute property of the

vaive all rights granted by Chapter Patents Act1988 that vest in you hereof) in connection with your urse of your employment with the le, including without limitation the ch works and the right not to have tment.

visions of Sections 39 to 42 of the the ownership of employees' mployees for certain inventions ur Employment, you make any iness that do not belong to the required, you will forthwith license () to the Company your rights in the Company all documents and company will pay to you such as the Company will determine in of the Act.

on request from <<relevant name

- 20.1 You will be expected conduct at all times to the Company, ultimately result forthcoming.
- 20.2 You will receive se Procedure. The Di employment, and it

21. Termination of Employm

- 21.1 During your probat notice given by eith
- 21.2 After completion of terminable by you o

21.2.1 one 21.2.2 one v to a r

- 21.3 The Company rese if it has reasonable gross negligence.
- 21.4 The Company rese termination of empl you are required to will not be entitled which would otherw

22. Gardening Leave

The Company reserves th undertake all or any of yo termination, whether give Company shall continue t from the Company car) in s

23. Company Property

On the termination of your in accordance with its specifications, software, r copies thereof) and any o Companies (including but









andard of work performance and the reasonable levels acceptable disciplinary action which could actory improvements were not

Company's Disciplinary Rules and not form part of your contract of contractual effect.

oyment is terminable on << >>

your contract of employment is ing the greater of:

each complete year of service up ritten notice.

e your contract without any notice are guilty of gross misconduct or

hpensation in lieu of any notice of y to mitigate your loss) which it or received pay in lieu of notice, you insation in respect of any holiday the notice period.

ot to attend at work and/or not to nt during any period of notice of pany, provided always that the provide employee benefits (apart

nmediately return to the Company nent, correspondence, records, and other documents (and any to the Company or its Associated pany car, keys, credit cards and passes) which are in your p the Company, confirm in v this Clause 23.

24. Restrictions after Termin

You shall observe the post

25. **Definitions**

- 25.1 "Company" shall inc
- 25.2 An "Associated Co organisation which:

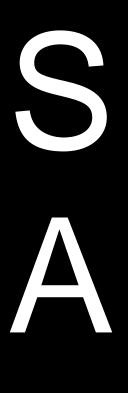
25.2.1 is dir 25.2.2 dired 25.2.3 is di direc 25.2.4 is th corpo

26. Severability

The various provisions a Employment and attached provision or identifiable pa court of competent jurisdic the validity or enforceab identifiable parts.

27. Governing Law

These Terms and Conditio the laws of England.





control. You will, if so required by nplied with your obligations under

set out in the Schedule hereto.

tle and assigns of the Company.

n, company, corporation or other

ed by the Company; or

he Company; or

rolled by a third party who also ne Company; or

assign of the firms, companies, tions referred to above.

hese Terms and Conditions of le, and if any provision or subinvalid or unenforceable by any or unenforceability shall not affect provisions or sub-provisions or

and construed in accordance with

SCHEDULE

- You hereby agree that yo following the termination conjunction with any pe whatsoever, directly or indi
 - 1.1 solicit or assist in s business of any Cu

1.1.1 with deali or

- 1.1.2 with perso the R
- 1.2 accept, or facilitate Company the custo within the categorie
- 1.3 without prejudice to the acceptance of, or business of <<s companies.
- You hereby agree that yo following the termination conjunction with or on beh organisation whatsoever, or Customer or prospective of personal contact or deal employment.
- You hereby agree that you following the termination conjunction with or on beh organisation whatsoever, d
 - 3.1 induce, solicit, ention leave such employ Termination Date; c
 - 3.2 accept into employ person who:

3.2.1 is a (



f <<i.e six months>> immediately nether on your own behalf or in ss entity or other organisation

with the Company, the custom or istomer:

substantial personal contact or npany during the Relevant period;

nting directly to you have had on behalf of the Company during

deal with, in competition with the ustomer or Prospective Customer h 1.1 above.

aph 1.2 above, accept, or facilitate on with the Company, the custom >> or any of its/their associated

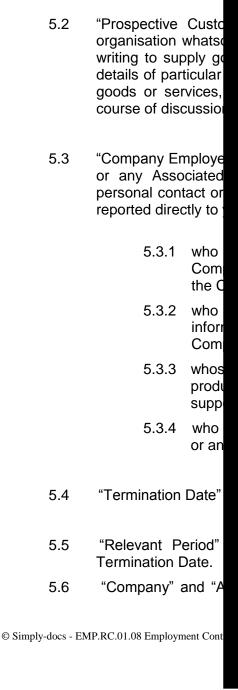
f <<i.e six months>> immediately ther on your own account or in company, business entity or other it the custom or business of any ny with whom you had substantial Company during the period of

<<i.e six months>> immediately ther on your own account or in company, business entity or other

h who is a Company Employee to is a Company Employee on the

age or use the services of any

e Termination Date; or



Paragraphs 1 and 2 above Associated Company wer paragraphs will, with respe distinct covenant and the i affect the validity or enford other Associated Compan apply to those Associated

whom you have been conc

4.

3.2.2 had t

imme

- 5. The following words and e out below:
 - 5.1 "Customer" shall r whatsoever to whor

 5.3.1 who Com the C 5.3.2 who inforr Com 5.3.3 whos produ supp 5.3.4 who or an 	al contact or ed directly to	
5.3.3 whos produ 5.3.4 who	5.3.1	Com
produ supp 5.3.4 who	5.3.2	infor
	5.3.3	produ
	5.3.4	



ee in any part of the three months rmination Date.

pply as though references to each ces to the Company. The said mpany, constitute a separate and lity of any such covenant shall not in favour of the Company or any that this Paragraph 3 shall only have given your services, or with nt Period.

bove shall have the meanings set

company or other organisation lied goods or services.

person, firm, company or other bany has made a specific offer in whom the Company has provided or might be willing to supply such pany has had negotiations or a supply of goods or services.

o was employed by the Company vhom you have had substantial our duties of employment or who

th Customers or suppliers of the or her duties of employment with ed Company;

likely to possess confidential of his or her employment with the Company;

arch into or development of any vision of any technical or product

anagement team of the Company

ur employment terminates.

nths immediately preceding the

all have the meaning ascribed to

them in Clause 25 c

6. Severability

The provisions in Clause 2 severability shall apply equ

7. Undertaking

You agree that in the ever or other organisation an of Company or during the c Paragraphs 1 to 3 above, business entity or other or and Conditions.

Issued for and on behalf of <<Con

Signed:

Employee

I hereby warrant and confirm that conditions, or in any other way, fro performing any of the duties of em Agreement.

ons of Employment.

nditions of Employment regarding

person, company, business entity during your employment with the any of the restrictions set out in rovide to such person, company, urate signed copy of these Terms

< >>

evious employment terms and lent with the Company or lve. I accept the term of this

Date: << >>