

<<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

- (1) <<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 comply with the Company's rules, regulations and policies for its employees from the date of commencement of your employment.

#### 4. Hours of Work

The Company's basic hours of work shall be <> hours per week. Normal working hours are Monday to Friday, <> to <>, including one hour for lunch.

However, you may be required to work more hours as and when requested to do so by the Company or when the nature of your work so requires. There shall be no entitlement to be paid for any additional hours worked in excess of basic weekly hours unless such entitlement has already been taken into consideration in the determination of your basic salary.

#### 5. Place of Work

Your place of work is the <>. You may also be required to work at <> distance of your home. You may be required to work at various locations, including the Company's customers, and to travel both within the UK and abroad.

#### 6. Remuneration, Expenses

6.1 Your salary is as stated in the Offer Letter and is payable monthly <>[i.e in arrears by credit transfer on the <> day of each month, or such other date with effect from <>] subsequently be notified.

6.2 You will be paid or reimbursed for reasonable expenses properly incurred by you while performing your duties on behalf of the Company, subject to your producing supporting receipts for such expenses when requested by the Company.

6.3 The Company shall pay you during your employment, or in any event on termination of your employment, remuneration or your expenses any unpaid monies due to you.

6.4 You will also be entitled to the Company's Commission or Bonus Plan (as notified), subject to the terms and conditions from time to time in force. Details of the Plan shall be supplied to you separately. The Company reserves the right to terminate either or both Plans, or to vary the terms of either or both Plans, or to introduce other Plans.]

#### 7. Company Car

The Offer Letter will state whether you are entitled to a car allowance or to a Company car. If you are entitled to a car allowance, the amount of the allowance, you will be notified in writing. If you are entitled to a Company car and you will also be issued with a Company car and you will also be issued with the terms and conditions which apply to the use of the car.

## 8. Holidays

- 8.1 In addition to the Bank Holidays normally observed in England, you are also entitled to public holidays and working days paid holiday in each complete calendar year. The holiday year is from << >> to << >>.
- 8.2 On the commencement of your employment, you will be treated as having accrued holiday on a pro rata basis for each complete month of service in the year calculated by reference to your first or last date at work. Your holiday entitlement in the year in question. If, on the termination of your employment, you have exceeded your accrued holiday entitlement, the excess will be deducted from any sums due to you. If you have a shortfall, the Company may, at its sole discretion require you to pay for the shortfall during your notice period or may pay you a sum in lieu of holiday.
- 8.3 You must obtain the approval of your immediate superior>>before booking holiday dates. You may not book more than two weeks at any one time, save at the Company's discretion.
- 8.4 Holiday entitlement must be taken before << >> in the same holiday year. Failure to do so will result in the forfeiture of such accrued entitlement. The Company may, at its discretion, allow you to carry forward any accrued holiday entitlement into the first two weeks of the following holiday year.
- 8.5 [Payments in lieu of holiday leave exceeding the statutory entitlement are at the discretion of the Company.]

## 9. Sickness Absence

- 9.1 In all cases of absence from work, you must inform your <<your immediate superior>> or another appropriate person in the Company as soon as practicable (if possible by telephone) and keep the Company informed of the likely date of return to work.
- 9.2 A self-certificate will be required for absences of up to seven consecutive days or more, including weekends, you will be required to provide a certificate from your doctor and send this to the Company.
- 9.3 Provided you have complied with the requirements referred to in Clause 9.2 above and the absence is due to genuine incapacity for >> working days' Company sick pay (including SSP) will be payable for the aggregate during the year from << >> to << >>.
- 9.4 You will receive Statutory Sick Pay ("SSP") when you qualify for it and provided that you have complied with the requirements of Clause 9.2 above. Where you are entitled to SSP on the same day of sickness, you will

receive the higher of

9.5 If at any time your illness or injury is such that you are unable to perform your duties, the Company reserves the right to require you to undergo a medical examination by a doctor or consultant nominated by the Company. The Company will bear the cost of such examination.

9.6 For the avoidance of doubt, the Company reserves the right to terminate your employment under this clause if you are not able to perform your duties and you are not in receipt of Company medical approval.

9.7 The Company has the right to monitor and record absence levels and reasons for absences, such as sickness, for confidentiality purposes.

## [10. Anti-Bribery

10.1 You agree that you will not offer, pay, or otherwise provide any bribe or other form of reward or incentive to any person when representing the Company.

10.2 You agree to comply with the Company's anti-bribery policy (provided separately) and agree that any suspicious conduct that may amount to a bribe is prohibited.

## 11. Pension

11.1 [There is no pension scheme in place for your employment].  
OR

[You will be permitted to join the Company's contributory [or non-contributory] pension scheme (subject to the rules from time to time) full details of which can be obtained from <<name title and/or department>>].

11.2 A contracting out certificate under the Pension Schemes Act 1993 is [not] in force.

## 12. Retirement

The Company does not operate a compulsory retirement scheme. You may, however, choose to retire voluntarily at any time, provided you give the Company the required period of notice to terminate your employment.

## 13. Health Insurance and Other Benefits

13.1 You are eligible to participate in the Company's [medical insurance] [death-in-service life assurance] scheme, subject to the terms and conditions of the scheme, which are from time to time in force. Details of the scheme can be obtained from <<name title and/or department>>.

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department>>. If you  
advise the Company

ate in these schemes, you should

13.2 The Company reserve  
or substitute another  
of the schemes.

ate its participation in any scheme  
benefits available to you under any

13.3 For the avoidance  
described in Clause  
terminate employment  
notice, in accordance

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

#### 14. **Maternity Leave**

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

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

#### 15. **Paternity Leave**

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

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

#### 16. **Exclusivity of Service**

16.1 You are required to  
duties during working  
all times.

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

16.2 You must not, with  
directly or indirectly  
undertaking where  
Company or where  
duties. However, you  
investment purpose  
Exchange. If the ho  
Directors of the Cor

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  
% of any class of securities for  
is quoted on a recognised Stock  
the prior approval of the Board of  
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#### 17. **Confidential Information**

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

except in the proper performance  
(mit) after the termination thereof,

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or those of any other persona,  
other organisation, or disclose to  
less entity or other organisation,  
ntial business information relating  
ny or its Associated Companies,  
any such information relating to  
requirements, price lists of pricing  
es information, business plans or

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activity  
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ers, 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.

17.2 You shall not at any time  
any notes or memoranda  
Company's business  
Company or any As

employment with the Company make  
matter within the scope of the  
otherwise than for the benefit of the

17.3 The obligations concerning  
information or know  
domain after the t  
unauthorised disclo

above shall cease to apply to any  
subsequently come into the public  
employment, other than by way of

## 18. Copyright, Inventions and

18.1 All records, documents  
other copyright prot  
employment shall, t  
in all such works,  
Company.

copies and summaries thereof) and  
required by you in the course of your  
worldwide copyright and design rights  
shall remain the absolute property of the

18.2 You hereby irrevocably  
Part 1V or Part 1 of the  
(whether before, d  
authorship of any o  
Company, wherever  
right to be identified  
any such works sub

waive all rights granted by Chapter  
Patents Act 1988 that vest in you  
(hereof) in connection with your  
course of your employment with the  
Company, including without limitation the  
right to have such works and the right not to have  
such works sub

18.3 You and the Company  
Patents Act 1977  
inventions and the  
respectively. If, du  
inventions relevant  
Company under the  
or assign (as deter  
relation to such inv  
other materials re  
compensation for th  
its absolute discreti

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

## 19. Grievance Procedures

The formal grievance proced  
and/or department>>.

on request from <<relevant name

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20. **Discipline**

20.1 You will be expected to maintain a standard of work performance and conduct at all times which meets or exceeds the reasonable levels acceptable to the Company, and you will be subject to disciplinary action which could ultimately result in termination if satisfactory improvements were not forthcoming.

20.2 You will receive and acknowledge the Company's Disciplinary Rules and Procedure. The Disciplinary Rules and Procedure will not form part of your contract of employment, and it will have no contractual effect.

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21. **Termination of Employment**

21.1 Your employment is terminable on << >> notice given by either party.

21.2 After completion of your contract of employment, your contract of employment is terminable by you or the Company, whichever is the greater of:

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- 21.2.1 one month's notice
- 21.2.2 one week's notice for each complete year of service up to a maximum of 12 weeks' written notice.

21.3 The Company reserves the right to terminate your contract without any notice if it has reasonable grounds to believe you are guilty of gross misconduct or gross negligence.

21.4 The Company reserves the right to terminate your contract without any notice (or compensation in lieu of any notice of termination (or compensation in lieu of any notice of termination) which it or you may be entitled to receive) if you have received pay in lieu of notice, you will not be entitled to any compensation in respect of any holiday accrued during the notice period.

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22. **Gardening Leave**

The Company reserves the right to require you to undertake all or any of your normal duties during any period of notice of termination, whether given by you or the Company, provided always that the Company shall continue to provide employee benefits (apart from the Company car) in accordance with its normal practice.

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23. **Company Property**

On the termination of your contract, you will be required to return to the Company immediately all company property in accordance with its specifications, software, and other documents (and any copies thereof) and any other items belonging to the Company or its Associated Companies (including but not limited to company car, keys, credit cards and

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passes) which are in your power. You will, if so required by the Company, confirm in writing that you are complying with your obligations under this Clause 23.

control. You will, if so required by the Company, confirm in writing that you are complying with your obligations under this Clause 23.

## 24. Restrictions after Termination

You shall observe the post-termination restrictions set out in the Schedule hereto.

## 25. Definitions

25.1 "Company" shall include any subsidiary, agent, partner and assigns of the Company.

25.2 An "Associated Company" means any firm, company, corporation or other organisation which:

25.2.1 is directly or indirectly controlled by the Company; or

25.2.2 is directly or indirectly controlled by the Company; or

25.2.3 is directly or indirectly controlled by a third party who also controls the Company; or

25.2.4 is the result of the assignment of the firms, companies, corporations or other organisations referred to above.

## 26. Severability

The various provisions of these Terms and Conditions of Employment and attached Schedules shall be severable, and if any provision or sub-provision or identifiable part is held to be invalid or unenforceable by any court of competent jurisdiction, the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts shall not be affected.

## 27. Governing Law

These Terms and Conditions of Employment shall be governed by and construed in accordance with the laws of England.

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- 3.2.2 had been in any part of the three months immediately preceding the Termination Date.
4. Paragraphs 1 and 2 above shall apply as though references to each Associated Company were references to the Company. The said paragraphs will, with respect to each Associated Company, constitute a separate and distinct covenant and the invalidity of any such covenant shall not affect the validity or enforceability of any such covenant in favour of the Company or any other Associated Company. It is agreed that this Paragraph 3 shall only apply to those Associated Companies to whom you have given your services, or with whom you have had substantial contact during the Relevant Period.
5. The following words and expressions used herein shall have the meanings set out below:
- 5.1 “Customer” shall mean any person, firm, company or other organisation to whom you have supplied or intend to supply goods or services.
- 5.2 “Prospective Customer” shall mean any person, firm, company or other organisation whatsoever to whom you have made a specific offer in writing to supply goods or services, or to whom the Company has provided details of particular goods or services, or with whom the Company has had negotiations or a course of discussion with a view to the supply of goods or services.
- 5.3 “Company Employee” shall mean any person who was employed by the Company or any Associated Company, or with whom you have had substantial personal contact or who has reported directly to you in connection with your duties of employment or who has been involved in the performance of your duties of employment or who has been involved in the performance of your duties of employment with Customers or suppliers of the Company or her duties of employment with the Company;
- 5.3.1 who has been involved in the performance of your duties of employment with Customers or suppliers of the Company or her duties of employment with the Company;
- 5.3.2 who is likely to possess confidential information of his or her employment with the Company;
- 5.3.3 whose duties involve the research into or development of any product or the provision of any technical or product support to the Company;
- 5.3.4 who is a member of the senior management team of the Company or an executive director of the Company;
- 5.4 “Termination Date” shall mean the date on which your employment terminates.
- 5.5 “Relevant Period” shall mean the three months immediately preceding the Termination Date.
- 5.6 “Company” and “Associated Company” shall have the meaning ascribed to

them in Clause 25 of the Conditions of Employment.

6. Severability

The provisions in Clause 2 of the Conditions of Employment regarding severability shall apply equally to the Conditions of Employment regarding

7. Undertaking

You agree that in the event of your termination of employment by the person, company, business entity or other organisation an officer or director of the Company or during the course of your employment with the Company any of the restrictions set out in Paragraphs 1 to 3 above shall continue to apply. You agree to provide to such person, company, business entity or other organisation a true and accurate signed copy of these Terms and Conditions.

Issued for and on behalf of <<Company Name>>

Signed: ..... < >>

**Employee**

I hereby warrant and confirm that I have not entered into any previous employment terms and conditions, or in any other way, from the date of my termination of employment with the Company or performing any of the duties of employment with the Company. I accept the term of this Agreement.

Signed: ..... Date: << >>  
<<Name of Employee>>