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**Terms and Employment**

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<<Date>>

This document contains the main terms of your employment with the Company. Your employment is also subject to the terms and conditions set out in the "Offer Letter" (the "Offer Letter"). If there should be any ambiguity or discrepancy between the terms in this document and the terms set out in the Offer Letter, the terms in the Offer Letter shall prevail.

of employment which govern your employment with the Company is also subject to the terms and conditions set out in the "Offer Letter" (the "Offer Letter"). If there should be any ambiguity or discrepancy between the terms in this document and the terms set out in the Offer Letter, the terms in the Offer Letter shall prevail.

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**TERMS AND CONDITIONS OF EMPLOYMENT  
BETWEEN**

(1) <<Name of Company>> a company registered in <<Country>> with registration number << >> whose registered office is at <<Address>> (hereinafter referred to as “we”, “us” or “the Company”)

<<England and Wales>> under registration number << >> whose registered office is at <<Address>> (hereinafter referred to as “you”)

(2) <<Name of Employee>> of <<Company Name>> (hereinafter referred to as “you”)

hereinafter referred to as “you”)

**1. General**

These terms and conditions of employment shall be governed by the law of <<Country>> which the Company is required to comply with in accordance with the relevant legislation in <<Country>> including the Employment Rights Act 1996, Employment Act 2002 and Working Time (Amendment) Act 2003 as amended or re-enacted at the relevant time.

which the Company is required to comply with in accordance with the relevant legislation in <<Country>> including the Employment Rights Act 1996, Employment Act 2002 and Working Time (Amendment) Act 2003 as amended or re-enacted at the relevant time.

**2. Date of Commencement/Continuity of Employment**

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2.1 Your period of continuous employment with the Company begins on the <<Date>>.

with the Company begins on the <<Date>>.

2.2 [No employment with any other employer counts as part of your period of continuous employment with the Company]

counts as part of your period of continuous employment with the Company]

OR

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

<<Previous Employer>> which began on <<Date>> will count as part of your period of employment with the Company].

2.3 In accepting your appointment you are deemed to have accepted all the terms and conditions of this Employment.

deemed to have accepted all the terms and conditions of these Terms and Conditions of Employment.

2.4 These Terms and Conditions shall not annul any previous agreement whether verbal or written.

shall not annul any previous agreement whether verbal or written.

2.5 The first <<number>> 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 employment will be confirmed. The probationary period may be extended at the Company's discretion. During the probationary period the terms and conditions of employment and grievance procedure will not apply.

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 employment will be confirmed. The probationary period may be extended at the Company's discretion. During the probationary period the terms and conditions of employment and grievance procedure will not apply.

**3. Duties**

3.1 Your job title is detailed in <<Job Title>> following any change in your job title. You will perform all acts, duties and obligations and comply with the instructions of the Company which are assigned to you as may subsequently be notified to you as may be designated by the Company which are assigned to you with that position. The Company

or as may subsequently be notified to you as may be designated by the Company which are assigned to you with that position. The Company

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may from time to time be required to perform duties normally undertaken by others or to take on other duties, however you will not be required to perform assigned duties which are not your normal duties.

may from time to time be required to perform duties normally undertaken by others or to take on other duties, however you will not be required to perform assigned duties which are not your normal duties.

3.2 You are required to comply with the Company's rules, regulations and policies for its employees from the date of your appointment.

You are required to comply with the Company's rules, regulations and policies for its employees from the date of your appointment.

#### 4. Hours of Work

4.1 The Company's basic working hours are <<number of>> hours per week. Normal working hours are from << >> to << >>, including one hour for lunch. The Company reserves the right to alter working hours as necessary.

The Company's basic working hours are <<number of>> hours per week. Normal working hours are from << >> to << >>, including one hour for lunch. The Company reserves the right to alter working hours as necessary.

4.2 However, you may be requested to do so when the proper performance of your work so requires. The Company will be paid extra remuneration for any additional hours worked in excess of your weekly hours, as this obligation has already been taken into account in the determination of your salary level.

However, you may be requested to do so when the proper performance of your work so requires. The Company will be paid extra remuneration for any additional hours worked in excess of your weekly hours, as this obligation has already been taken into account in the determination of your salary level.

4.3 [The Working Time Regulations 1998, including overtime, shall apply to you (averaged over a 17 week period) and you agree that this arrangement shall be subject to the Company's agreement at any time.]

[The Working Time Regulations 1998, including overtime, shall apply to you (averaged over a 17 week period) and you agree that this arrangement shall be subject to the Company's agreement at any time.]

#### 5. Place of Work

5.1 Your place of work shall be << >>. However, you will also be required to work at other Company premises within a reasonable travelling distance from << >>. During the course of your employment you may be required to work at various premises belonging to the Company's clients both within the UK and abroad.

Your place of work shall be << >>. However, you will also be required to work at other Company premises within a reasonable travelling distance from << >>. During the course of your employment you may be required to work at various premises belonging to the Company's clients both within the UK and abroad.

5.2 You have agreed to accept responsibility for an assigned sales team, targets and performance (as defined in the Bonus/Commission Plan). The geographical boundaries of your territory and your agreed assessment of performance shall be defined with management of the Company.

You have agreed to accept responsibility for an assigned sales team, targets and performance (as defined in the Bonus/Commission Plan). The geographical boundaries of your territory and your agreed assessment of performance shall be defined with management of the Company.

5.3 The Company reserves the right, without prior discussion with you, to alter the size or nature of your territory in line with the Company's business conditions.

The Company reserves the right, without prior discussion with you, to alter the size or nature of your territory in line with the Company's business conditions.

5.4 [You may be required to travel to << >> [and overseas] on the Company's business.]

[You may be required to travel to << >> [and overseas] on the Company's business.]

#### 6. Work outside the UK

6.1 [You are required to work in <<state country and details e.g. state country and duration>>].

[You are required to work in <<state country and details e.g. state country and duration>>].

6.2 [You will be paid <<state additional payments and details e.g. state additional payments and details e.g. state country and duration>>].

[You will be paid <<state additional payments and details e.g. state additional payments and details e.g. state country and duration>>].

6.3 [You will also be required to <<state additional payments and details e.g. state additional payments and details e.g. state country and duration>>].

[You will also be required to <<state additional payments and details e.g. state additional payments and details e.g. state country and duration>>].

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benefits>>.]

**7. Remuneration and Benefits**

- 7.1 Your salary is as set out in the Schedule and is payable monthly <<eg. in arrears by credit transfer on the << >> day of each month, or such other date with which you may subsequently be notified.
- 7.2 [At the Company's discretion, your salary will be reviewed annually in <<month>>. You salary review will not necessarily result in a salary increase. A review of your salary after notice has been given by the Company may result in a decrease in your salary for your employment.]
- 7.3 You will be paid or reimbursed for approved reasonable expenses properly incurred by you in the course of performing your duties on behalf of the Company, subject to the production of supporting receipts in respect of such expenses when requested.
- 7.4 [For the better performance of your duties, the Company will provide you with <<a credit card, mobile phone, laptop computer>>. Any such item must be returned to the Company on termination and you will be held personally liable for any loss of, or damage to, such item. Credit cards must only be used on behalf of the Company.]
- 7.5 The Company shall be liable to pay you, during your employment, or in any event on termination, the following unpaid monies due to you under this clause is a general obligation of the Company intended to act as a guide and is not intended to act as a limitation to:
  - 7.5.1 An overpayment of salary, wages, bonus, commission or expenses;
  - 7.5.2 Annual leave accrued at the date of the termination of your employment;
  - 7.5.3 Any loans, interest-free or otherwise, advanced to you;
  - 7.5.4 When you leave the Company, the balance of any training assistance provided to you;
  - 7.5.5 The market value of any Company property.
- 7.6 [You will also be eligible to participate in the Company's Commission or Bonus Plan ("the Plan") from time to time in accordance with the relevant Plan will be supplied to you separately. The Company reserves the right to amend the terms of any Plan, or to terminate a Plan, at any time without notice.]
- 7.7 You shall not be entitled to obtain, directly or indirectly, any discount, rebate or other benefit of any sale or purchase of goods or services made or other business transaction on behalf of the Company other than under the Company's policies. Any breach of this rule will be regarded as gross misconduct.
- 7.8 [You will be entitled to health insurance/permanent health

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insurance/details of >.

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

7.10 [The organisation re your entitlement to these benefits at any time].

## 8. Holidays

8.1 You are entitled to es the statutory minimum holiday entitlement of 20 da public and bank holidays have been added. This does ne holidays, which may be given at the employer's discretio complete calendar year, including bank and public hol

8.2 The holiday year co d finishes on << >> each year.

8.3 If your employment part way through the holiday year, your holiday entitler ordingly.

8.4 If, on termination of  
8.4.1 you have ex holiday entitlement, the Company will deduct a s holiday taken in excess of your prorated h on the basis of <<specify calculation>> e Company to make a deduction from the pay

8.4.2 you have h owing, the Company may, at its discretion, re holiday during your notice period or make a payr holiday entitlement

8.5 Holidays must be ta to the Company. You must obtain approval of propose ce from <<specify job title>>. You will not be allowed eeks at any one time, save at the Company's discreti k holidays until your request for approval has been t

8.6 All holiday must be hich it is accrued. In exceptional circumstances you o << 5 >> days untaken holiday entitlement to the applies for one year only, and holiday may not be equent holiday year.

8.7 If you are sick or r, the Company will allow you to transfer to sick lea nt holiday at a later date. This is strictly subject to the

8.7.1 You must co >> in person and by telephone (if possible) as t your holiday will be affected by sickness or i

8.7.2 The full per ue to sickness or injury must be certificated b ctitioner, [where it exceeds seven days;] and

8.7.3 Within <<e.g writing how as affected by sickness or injury and the amo take at another time. This written notification n job title>>.

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9. Other paid leave

- 9.1 Any maternity, shared parental or parental bereavement leave shall be paid at the normal rate of pay or the applicable state e.g. the statutory rate/your
- 9.2 [The Company shall provide details of other paid non-statutory leave>>.]
- 9.3 Please see the Company Handbook for further information.

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10. Training

- 10.1 You will be required to undergo training in respect of <<state e.g. health and safety>>.
- 10.2 You may be required to undergo additional training at the Company's discretion and will be paid the normal rate of pay for any compulsory training.
- 10.3 You will not be paid for any training following training <<give details>>.

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11. Sickness Absence

- 11.1 In the event of your absence you should contact <<specify contact details>> as soon as possible on the earliest opportunity on the first day of the absence to inform the Company of the reason for absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.

- 11.2 A self-certification form will be required for absences of up to seven days. The form will be available on the Company intranet.

- 11.3 For periods of sickness absence exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate issued by a General Practitioner or <<specify job title>>. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.

- 11.4 **EITHER - When the employee is entitled to a right to sick pay; employee will only receive SSP unless otherwise stated.**

[If you are absent for a period of more than 7 consecutive days for a reason of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP) (see the SSP scheme the 'qualifying requirements above'), provided that you have met the requirements above. The 'qualifying days' are <<state details>>. There is no contractual right to payment in respect of such payments are due to sickness or incapacity. Any such payments are made in accordance with the Company policy.]

**OR - When the company has a company sick pay scheme, use this clause:-**

[If you are absent for a period of more than 7 consecutive days for a reason of sickness or incapacity, and you have complied with the requirements above, you are entitled to company sick pay, for up to a maximum of << >> days. Company sick pay is equal to <<state details>>. You will not receive Statutory Sick Pay in such circumstances.]

- 11.5 The Company has the right to record absence levels and reasons for absence.

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for absences. Such

confidential.

11.6 The Company may require you to undergo a medical examination by a medical practitioner at any stage of your employment, and you agree to authorise the medical practitioner to prepare a medical report detailing the results of such examination, which you agree may be disclosed to the Company. The cost of such medical examination shall be borne by the Company where it is reasonable to do so.

go a medical examination by a medical practitioner at any stage of your employment, and you agree to authorise the medical practitioner to prepare a medical report detailing the results of such examination, which you agree may be disclosed to the Company. The cost of such medical examination shall be borne by the Company where it is reasonable to do so.

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**12. Pension**

[The designated pension scheme is <<specify job title>>. Details can be found in <<State where e.g. Staff handbook>>.] [The Company will make a contribution to <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

Details can be found in <<State where e.g. Staff handbook>>.] [The Company will make a contribution to <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

**OR**

[If you are eligible, the Company will introduce you into a pension scheme, in accordance with the Company's pension scheme obligations.]

[If you are eligible, the Company will introduce you into a pension scheme, in accordance with the Company's pension scheme obligations.]

Full details of the scheme, including the minimum contribution level, will be provided to you when you are enrolled, including the minimum contribution level you are required to make and your right to opt out of the scheme. If you do not want to join the scheme, you agree to continue to contribute to the worker pension contribution at the level of your salary.

Full details of the scheme, including the minimum contribution level, will be provided to you when you are enrolled, including the minimum contribution level you are required to make and your right to opt out of the scheme. If you do not want to join the scheme, you agree to continue to contribute to the worker pension contribution at the level of your salary.

The scheme is subject to change and the Company may replace the scheme from time to time, and the Company may replace the pension scheme at any time.]

The scheme is subject to change and the Company may replace the scheme from time to time, and the Company may replace the pension scheme at any time.]

**13. Anti-Bribery**

13.1 You agree that you will not offer, pay or otherwise provide any bribe or other form of reward or financial benefit when representing the Company.

You agree that you will not offer, pay or otherwise provide any bribes (i.e. a financial payment or other form of reward or financial benefit) when conducting Company business or representing the Company.

13.2 You agree to comply with the Company's anti-bribery policy (provided separately) and agree to report any suspicious conduct that may constitute a bribe to the Company.

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

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**14. Non-compulsory Retirement**

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

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**15. [Health Insurance and Other Benefits]**

15.1 You are eligible to participate in the Company's [medical insurance] [death-in-service life assurance] [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 will be provided to you when you are enrolled. If you do not wish to participate in the scheme, you should advise the Company.

You are eligible to participate in the Company's [medical insurance] [death-in-service life assurance] [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 will be provided to you when you are enrolled. If you do not wish to participate in the scheme, you should advise the Company.

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immediately.

15.2 The Company reserves the right to terminate its participation in any scheme or substitute another scheme or to vary the benefits available to you under any of the schemes.

15.3 For the avoidance of doubt, your participation in any Company scheme as described in Clause 15.2 shall not constitute an exercise of the Company's right to terminate employment and at any time, with or without notice, in accordance with the terms of the Contract of Employment titled Termination of Employment below.]

**16. Maternity Leave**

The Company will comply with the relevant statutory provisions in respect of Maternity Leave. The Company's Maternity Leave Policy shall apply to you from <<specify job title>>.

**17. Paternity Leave**

The Company will comply with the relevant statutory provisions in respect of Paternity Leave. The Company's Paternity Leave Policy shall apply to you from <<specify job title>>.

**18. Exclusivity of Service**

18.1 You are required to devote your full time, attention and abilities to your job duties during working hours and at all times in the best interests of the Company at all times.

18.2 You must not, with or without the consent of the Company, be in any way employed or engaged in any other business or undertaking where you are or may be in conflict with the interests of the Company or where such other business or undertaking may affect the efficient discharge of your duties. However, you may invest in up to 10% of any class of securities for which a price is quoted on a recognised Stock Exchange. If the holding of such securities requires the prior approval of the Board of Directors of the Company, you shall obtain such approval.

**19. Confidential Information**

19.1 You shall neither disclose nor use (nor permit others to do so) (except in the proper performance of your duties) nor divulge (nor permit others to do so) (except in the proper performance of your duties) any information (including trade secrets, confidential information, know-how, or other confidential information) (including trade secrets, confidential information, know-how, or other confidential information) which you have obtained or received (whether directly or indirectly) from the Company, any other person, company, business, or organisation, or disclose to any person, company, business, or organisation, or

19.1.1 any trade secrets, confidential information, know-how, or other confidential information, including business information relating to or belonging to the Company or any other person, company, business, or organisation, including information relating to customers, price lists or pricing structures, sales, business plans or dealings, contracts, information and plans, designs, drawings, research activities, or

19.1.2 any documents, records, or information which you have been or may be provided with which you might reasonably expect to be confidential, or any information which you have obtained or received (whether directly or indirectly) from the Company, any other person, company, business, or organisation, or

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the Company has been confidential

confidential, or any information which is confidential to the Company or any associated company in writing or otherwise.

19.2 You shall not at any time disclose any notes or memoranda or any other information relating to the Company's business or affairs to any person other than the Company.

any information which is confidential to the Company or any associated company in writing or otherwise. You shall not at any time disclose any notes or memoranda or any other information relating to the Company's business or affairs to any person other than the Company.

19.3 The obligations contained in this clause shall cease to apply to any information or knowledge which subsequently comes into the public domain after the termination of your employment, other than by way of unauthorised disclosure.

The obligations contained in this clause shall cease to apply to any information or knowledge which subsequently comes into the public domain after the termination of your employment, other than by way of unauthorised disclosure.

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**20. Restrictive Covenants**

20.1 You shall observe the restrictive covenants set out in the Schedule hereto, which include restrictions on your employment and post-termination employment.

the restrictive covenants set out in the Schedule hereto, which include restrictions on your employment and post-termination employment.

20.2 In the event that you are employed by another company, business or organisation, either during your employment with the Company, or after the termination of your employment with the Company, you shall immediately provide to such person, company, business or organisation a full and accurate signed copy of the Schedule.

In the event that you are employed by another company, business or organisation, either during your employment with the Company, or after the termination of your employment with the Company, you shall immediately provide to such person, company, business or organisation a full and accurate signed copy of the Schedule.

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**21. Garden Leave**

21.1 If you resign with notice under your contract, the Company may require you to remain on garden leave during the notice period and you will not be permitted to attend your place of work or to perform any duties of your employment, including any duties which you are permitted to take up with any other employer.

The Company may require you to remain on garden leave during the notice period and you will not be permitted to attend your place of work or to perform any duties of your employment, including any duties which you are permitted to take up with any other employer.

21.2 Your contract of employment shall remain in force until the end of the notice period and you will continue to receive your salary and benefits in the normal way. You will also remain bound by the restrictive covenants set out in your contract of employment, including any restrictive covenants, clauses and restrictive covenants, during these circumstances, you are not permitted to take up any other employment during the notice period.

Your contract of employment shall remain in force until the end of the notice period and you will continue to receive your salary and benefits in the normal way. You will also remain bound by the restrictive covenants set out in your contract of employment, including any restrictive covenants, clauses and restrictive covenants, during these circumstances, you are not permitted to take up any other employment during the notice period.

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**22. Grievance Procedures**

The Company's Grievance Procedure is available on request from the HR Department. This procedure is part of your terms and conditions of employment.

The Company's Grievance Procedure is available on request from the HR Department. This procedure is part of your terms and conditions of employment.

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**23. Discipline**

23.1 You will be expected to maintain a high standard of work performance and conduct at all times. Failure to do so may result in disciplinary action which could ultimately result in your employment being terminated. Disciplinary improvements were not forthcoming.

You will be expected to maintain a high standard of work performance and conduct at all times. Failure to do so may result in disciplinary action which could ultimately result in your employment being terminated. Disciplinary improvements were not forthcoming.

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23.2 The disciplinary rules of the Company Disciplinary Policy apply to your terms and conditions of this contract of employment.

Employment are set out in the Company Disciplinary Policy. This policy does not form part of your contract of employment. A copy will be provided to you with your contract of employment.

**24. Termination of Employment**

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24.1 During the period of notice given by either party to this Contract of Employment, your employment will be one week.

During the period of notice given by either party to this Contract of Employment, your employment will be one week.

24.2 After the successful completion of your probationary period, your employment may be ended by the Company giving you one month's written notice. The Company will give you one month's written notice and after four years' continuous service you will be entitled to two months' notice for each additional complete year of service up to a maximum of 12 months' notice.

After the successful completion of your probationary period, your employment may be ended by the Company giving you one month's written notice. The Company will give you one month's written notice and after four years' continuous service you will be entitled to two months' notice for each additional complete year of service up to a maximum of 12 months' notice.

24.3 We reserve the right to terminate your employment without notice.

We reserve the right to terminate your employment without notice.

24.4 Nothing in this Contract of Employment shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.

Nothing in this Contract of Employment shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.

*[OR (this option reserved for you)]*

*[OR (this option reserved for you)]*

24.5 Your contract of employment shall be subject to the following provisions:

Your contract of employment shall be subject to the following provisions:

**Notice to be given by the Company**

Notice to be given by the Company

Length of continuous service

Length of continuous service

From one month up to two years

one week

From two years to 12 years

two weeks and one additional week for each complete year of continuous service

12 or more years

12 weeks

**Notice to be given to the Company**

Notice to be given to the Company

Length of continuous service

Length of continuous service

Less than one month

One month onwards

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24.6 We reserve the right to terminate your employment without notice.

We reserve the right to terminate your employment without notice.

24.7 Nothing in this Contract of Employment shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

Nothing in this Contract of Employment shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

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**25. Company Property**

On the termination of your employment, you shall immediately return to the Company in accordance with its specifications, software, materials, tools, equipment, keys, credit cards and passes) and any other documents (and any copies thereof) and any other items which are in your possession or control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause 22.

Immediately return to the Company all documents, correspondence, records, materials, tools, equipment, keys, credit cards and passes) and any other documents (and any copies thereof) and any other items which are in your possession or control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause 22.

**26. Data Protection**

The Company is required to protect your personal data and what we do with that data. We shall at all times comply with all relevant data protection legislation [Company's data protection policy].

The Company is required to protect your personal data and what we do with that data. We shall at all times comply with all relevant data protection legislation [Company's data protection policy].

**27. Changes to Terms and Conditions**

The Company may amend these Terms and Conditions from time to time. Any such change will be notified to you personally.

The Company may amend these Terms and Conditions from time to time. Any such change will be notified to you personally.

**28. 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 of these Terms and Conditions of Employment is held to be invalid or unenforceable by any court of competent jurisdiction then the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts shall not be affected.

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 of these Terms and Conditions of Employment is held to be invalid or unenforceable by any court of competent jurisdiction then the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts shall not be affected.

**29. Governing Law**

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

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

Issued for and on behalf of the Company

Signed: .....

Date: << >>

Employee

I hereby warrant and confirm that I am entering into employment with the Company and conditions, or in any other way, or performing any of the duties or obligations set out in this Agreement.

I hereby warrant and confirm that I am entering into employment with the Company and conditions, or in any other way, or performing any of the duties or obligations set out in this Agreement.

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

Date: << >>

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**Pre-termination Restrictions**

1. The words and expressions used in this Schedule shall have the meanings set out below:

**"Customer"**

**"Prospective Customer"**

**"Employee "**

**"Termination Date"**

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or company to whom the goods or services;

or company to whom the specific offer in writing to , or to whom the details of particular terms not be willing to supply such with whom the Company has course of discussions supply of goods or services;

employed by the Company or y at the Termination Date, substantial personal

erial contact with suppliers of the Company; or

confidential information company or any Associated

uded research into or any product or services or any technical or product

er of the management pany or any Associate

ur employment

“Associated Company”

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any, corporation or other

ectly controlled by the

ctly controls the Company;

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ectly controlled by a third  
irectly or indirectly controls

n title or assign of the  
, corporations or other  
ferred to above.

**2. Non-competition**

During the period of your  
months>> following the T  
indirectly, with the busin  
notwithstanding the cause

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period of <<Insert Duration eg. six  
gree not to compete, directly or  
and its Associated Companies,

This restriction shall exte  
location of the Company.

.g. 10 miles>> from the present

The term "compete" as us  
operate, consult for or b  
competitive with, the busin

that you shall not own, manage,  
ness substantially similar to, or

**3. Non-solicitation of Custo**

During the period of your  
months>> following the T  
indirectly, solicit, assist in  
with, the business of any  
personal contact or dealing

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period of <<Insert Duration eg. six  
ree that you shall not directly or  
cilitate the acceptance of, or deal  
ve Customer with whom you had  
employment.

**4. Non-solicitation of Emplo**

During the period of your  
months>> following the T  
indirectly,

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period of <<Insert Duration eg. six  
ree that you shall not, directly or

29.1 attempt to induc  
or to cease to pro

the employment of the Company  
Company; or

29.2 employ or obtain  
the Termination  
Company.

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son who within six months prior to  
employee or consultant of the  
Company.

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**5. Undertaking**

You agree that in the event of termination of your employment, either during the term of this Schedule or after its continuance in force of any other agreement, you will provide to such person, firm or company, for and accurate signed copy of this Schedule.

person, firm or company, an offer of employment with the Company or during the term of this Schedule set out above, you will immediately provide to such person, firm or company, for and accurate signed copy of this Schedule.

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**6. Severability**

The provisions in the Terms and Conditions of Employment shall apply equally to this Schedule.

The provisions in the Terms and Conditions of Employment regarding severability shall apply equally to this Schedule.

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