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(2) <<N Director>>

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**THIS CONTRACT FOR SERVICE**  
Year>>

Day>> day of <<Insert Month and

**BETWEEN:**

- (1) <<Name of Company>> a <<Country of Registration>> under  
number <<Company Re whose registered office is at  
<<Registered Office>> (he ve", "us", or the "Company"); and
- (2) <<Name oof Non-Executive ess>> (hereinafter referred to as  
"you" or the "Non-Executive

**IT IS AGREED** as follows:

**1. Definitions and Interpret**

In this Contract, unless t  
have the following meaning

quires, the following expressions

**"AGM"**

's annual general meeting;

**"the Appointment"**

ment of the Non-Executive on the  
t;

**"the Articles"**

f Association of the Company (as  
o time);

**"the Board"**

directors of the Company for the

**"the Contract"**

for services.

1.1 Any reference to a  
the time being re-en

reference to that provision as for  
ed or extended.

1.2 The headings in thi  
interpretation.

nience only and shall not affect its

**2. Appointment**

The Company appoints th  
fate of this Contract unle  
<<Insert Notice Period E.g

initial term of 12 months from the  
y either party giving to the other  
notice.

**3. Initial Term**

3.1 The Appointment is

nd the Companies Act 2006.

3.2 Nothing in this Co  
Articles as they app

exclude or vary the terms of the  
as a director of the Company.

- 3.3 Under the Articles, the Non-Executive is required to stand for re-election at the next AGM, which is to be held on or before 30 September 2019.
- 3.4 The Articles also require the Non-Executive to retire and seek re-election at each AGM] OR [one third of the Non-Executive Directors shall retire at each AGM, with effect from the end of more than three years after their appointment]
- 3.5 Continuation of the Non-Executive's appointment is contingent on the Non-Executive's continued satisfaction of the criteria required by the Articles. If the Non-Executive does not [confirm the Appointment or] re-elect the Non-Executive, the Appointment shall terminate with immediate effect.

#### 4. Termination of Appointment

- 4.1 Notwithstanding clause 3.5, the Non-Executive shall, with the Non-Executive's agreement, terminate the Non-Executive's Appointment forthwith if any of the following events occur:
- 4.1.1 If the Non-Executive is prohibited by law or by any means of the Articles from acting as a director of the Company;
- 4.1.2 If the Non-Executive is bankrupt or an arrangement is made with or for the Non-Executive's creditors, or if the Non-Executive has been made bankrupt or an arrangement is made against him/her under the Insolvency Act 1984;
- 4.1.3 If the Non-Executive is guilty of a serious or repeated breach or non-observance of the Articles or of this contract for services;
- 4.1.4 If any unauthorised interest arises between the Non-Executive and the Company and his/her interest in any other matter may be interested; and
- 4.1.5 If the Non-Executive is of unsound mind and is either admitted to hospital in connection with his/her condition for admission for treatment or an order is made by a court of law for his/her detention or an order is made by a court of law for the Non-Executive's property or affairs.
- 4.2 On termination of the Appointment, the Non-Executive shall only be entitled to the accrued fees as at the date of termination together with reimbursement of any expenses properly incurred.

#### 5. Duties and Time Commitment

- 5.1 The Non-Executive shall be required to attend all board meetings on a monthly basis and to attend all AGMs and other general meetings of the Company as may be required. The Non-Executive shall also be required to perform his/her director's duties under the Appointment. Those duties shall include attending all board meetings on a monthly basis and to attend all AGMs and other general meetings of the Company as may be required.

- 5.2 The Non-Executive shall have the general legal responsibilities to the company as any other director.
- 5.3 The Non-Executive shall discharge his/her duties (whether statutory, fiduciary or commercial) to the best of his/her ability and to a standard commensurate with the functions of a director, having regard to his/her knowledge, skills and experience.
- 5.4 As a director, the Non-Executive shall devote as much of his/her time, attention, ability and resources as is reasonably necessary to carry them out.
- 5.5 The Non-Executive shall take into account all of his/her other commitments, he/she shall devote sufficient time to the Company to discharge his/her responsibilities.

## 6. Fees and Expenses

- 6.1 The fees payable to the Non-Executive's duties will be [such gross amounts, if any, as shall be determined by the directors of the Company from time to time] C<Insert Amount>].
- 6.2 Such gross amount shall be paid to the Non-Executive in arrears through PAYE after deducting any tax payable by the Non-Executive and the Company, law, and, unless otherwise agreed in writing, shall be payable in monthly instalments on the last business day of each calendar month [or as otherwise agreed in writing in an appropriate invoice].
- 6.3 If the Non-Executive is required to provide consultancy services under this Appointment to the Company, such services shall be provided under a separate agreement between the Non-Executive and the Company and any fees payable for such services shall be agreed in writing by the Non-Executive and the Board at that time. Any fees for such services shall be payable under the terms of that agreement and will be payable to the Non-Executive gross, and the Non-Executive will be responsible for the payment of any tax (whether income tax or otherwise) on the fees payable.
- 6.4 The Non-Executive shall be reimbursed reasonable out of pocket expenses incurred by him/her in the performance of his/her duties as a director in addition to the fees payable under this Appointment.

## 7. Outside Interests

- 7.1 During the term of his/her appointment, the Non-Executive will not without the prior written consent of the Board be directly or indirectly engaged, concerned or interested in any other business which is wholly or partly in competition with the business of the company and nor, without the prior written consent of the Board, will he/she accept any appointment as a director or officer of any other company carrying on a business competing with the business of the Company.
- 7.2 [The Non-Executive shall not make a bona fide investment up to <<Insert Percentage>>% of the paid up share capital of any class of any company whose shares are listed on the London Stock Exchange (as defined in the Financial Services and Markets Act 2000) without the prior written consent of the Board.]

## 8. Confidentiality

- 8.1 The Non-Executive Director agrees to all information in or about the Company which is reasonably necessary for him/her to discharge his/her duties and responsibilities under the Company's Memorandum and Articles of Association.
- 8.2 The Company will provide the Non-Executive Director with all information in or about the Company which is reasonably necessary for him/her to discharge his/her duties and responsibilities under the Company's Memorandum and Articles of Association as soon as possible in advance of the date of the board meeting and general meeting to which he/she is to be appointed or attended by him/her as soon as possible in advance of the date of the meeting.
- 8.3 The Non-Executive Director will have access to all information in or about the Company which is reasonably necessary for him/her to discharge his/her duties and responsibilities under the Company's Memorandum and Articles of Association. The Non-Executive Director will not other than in the proper performance of his/her duties and responsibilities under the Company's Memorandum and Articles of Association, divulge or communicate to a third party (including any officer or employee of the Company) whose disclosure of such information might be prejudicial to the Company's interests, any such information to his/her knowledge and he/she shall use their best endeavours to prevent the publication or disclosure of any such information.
- 8.4 The Non-Executive Director, upon the termination of his/her Appointment, howsoever effected, shall immediately return to the Company all documents and which relate in any way to the Company's business.

## 9. No Authority to Bind Company

The Non-Executive Director agrees that he/she has no authority to commit the Company to any contract or other arrangement which is not authorised by the Board of Directors, binding or not without the express authority of the full Board of Directors.

## 10. Evaluation

The performance of individual Non-Executive Directors will be evaluated annually. If, in the interim, there are any matters which cause concern, the Non-Executive Director should discuss them with the Chair of the Board as soon as possible.

## 11. Change of Details

If the Non-Executive Director changes his/her name or other personal contact details, he/she will advise the Company Secretary promptly.

## 12. Data Protection

- 12.1 By entering into this Appointment, the Non-Executive Director consents to the Company holding and processing his/her personal data for legal, personnel, administrative and in particular the processing of

any sensitive personal data in accordance with the General Data Protection Regulation (GDPR) including, as appropriate:

12.1.1 Information relating to the Non-Executive's physical or mental health or condition in order to monitor his/her fitness to carry out his/her duties;

12.1.2 The Non-Executive's ethnic origin or religious or similar beliefs in order to ensure compliance with equal opportunities legislation;

12.1.3 Information relating to any legal proceedings in which the Non-Executive is involved for insurance purposes and in order to comply with his/her legal and obligation to third parties[; or

12.1.4 <<Insert Applicable Data to be Processed E.g. Trade Union Memberships, Religious or Philosophical Beliefs or Sexual Life]>>

12.2 [The Non-Executive shall not make such information available to any other person other than those who provide products or services to the Company (such as insurers and payroll administrators), employers, governmental or quasi-governmental organisations or purchasers of the company or the Non-Executive's services.]

**13. Contract Rights of Third Parties**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No other person other than the Company shall have any rights under this Contract and its terms shall be enforceable by any person other than the Non-Executive and the Company.

**14. Previous Agreements and Arrangements**

This contract for services shall supersede all previous agreements and arrangements between the Non-Executive and the Company with regard to the Non-Executive's position as a director of the Company.

**15. Governing Law**

This Appointment and any dispute arising out of or in connection with it shall be interpreted and enforced in accordance with the laws of England and Wales and the parties hereto submit to the jurisdiction of the English and Welsh courts.

IN WITNESS WHEREOF this Contract has been executed the day and year first above written.

**EXECUTED** as a **DEED** by )  
 <<Name of Company>> )  
 Acting by: )

**EXECUTED** as a **DEED** by  
<<Name of Non-Executive Director>>  
In the presence of:

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