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THIS CONTRACT is made the << and Year >>

BETWEEN:

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

IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement, unless otherwise requires, the following expressions have the following meaning:

- "the Board"** means the directors of the Company for the time being; and
- "the Commencement Date"** means the date of the Contract;
- "Contract"** means this Contract;
- "the Group"** means the Company and any other company (wherever incorporated) which, at the relevant time, is a holding company (other than the Company) of a member of the Company, and "member of the Group" shall be construed accordingly;
- "Termination Date"** means the date on which the employment of the Executive terminates; and
- "Working Day"** means any day other than Saturdays, Sundays and public holidays in the United Kingdom.

- 1.1 Any reference to a provision of the Contract shall be a reference to that provision as for the time being re-enacted or extended.
- 1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.3 This Contract includes any document which the Company is required to provide in accordance with the Employment Rights Act 1996, Employment 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.

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2.3 The employment of the Executive under this Contract shall begin on the Commencement Date (hereinafter provided) continue for a period of (<<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

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3.1 In the capacity specified in clause 1.1 the Executive shall during the continuance of this Contract:

3.1.1 faithfully and honestly discharge his duties in relation to the Company and the Group and its business and the interests of the members of the Group, as may from time to time be directed or requested by the members of the Board; and

3.1.2 at the request of the Board, act as a director of the Company and any other 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 other 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 interests of the Company and the Group;

3.1.8 conform to such requirements as may from time to time be reasonably required of him by the Board 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 overtime payment or remuneration 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 requirements of the Board, 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 in the United Kingdom 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 determined. [The Executive shall not be deemed to be employed in the United Kingdom for a continuous period

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of more than
<<Number of
consent.]

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

3.1.12 [You may be
Company's]

in the UK [and overseas] on the

3.1.13 [You are re
duration>>.

ve details e.g. state country and

3.1.14 [You will be

3.1.15 [You will also
benefits>>.]

<<state additional payments and

3.2 The Executive shall
anything which may
or any member of
reputation of the Co

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
without the previous
interested, either di
or occupation which
interfere with the pr
any company other
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
interested in no mo
securities of any o
recognised Stock E

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

4. **Remuneration and Benef**

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4.1 During the continu
Executive as remuner
£<< amount >> per

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

4.2 The Executive's sal

above shall be:

4.2.1 payable by
25th >> day

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

4.2.2 deemed to a

nd

4.2.3 subject to re
in each year
salary of the
each calend

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

4.3 The Executive's sa
which the Executive
other member of the

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

4.4 The Company shall
and other out of po
his duties, other th
normal place of res
duties. The Execu
expenses or other

for all reasonable travelling, hotel
may properly incur in carrying out
penses of travelling between his
which he normally carries out his
the Company receipts for such
vidence thereof to the satisfaction

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of the Board.

4.5 The Company shall... or in any event on... expenses any moni

uring the Executive's employment, n the Executive's remuneration or

4.6 The Company sha... Clause 4 either by i

any of its obligations under this member of the Group.

4.7 [You will be entit... insurance/details of

alth insurance/permanent health >.]

4.8 [Your entitlement to... after the satisfactory

<<state e.g. on your first day OR ationary period>>.]

4.9 [The organisation re... at any time].

your entitlement to these benefits

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5. Pension and Benefits

5.1 [The designated... in <<State where... title>>]. [The Compa... You may contribute

name>>. Details can be found or obtained from <<specify job... on of <<state %>> of your salary. ur salary.]

OR

[If you are eligible, t... accordance with the

rol you into a pension scheme, in auto-enrolment obligations.

Full details of the sc... the minimum contri... to opt out if you do... scheme, you agree... salary.

hen you are enrolled, including be required to make and your right me. While participating in the otions being deducted from your

The scheme is subj... the Company may... time.]

e amended from time to time, and another pension scheme at any

5.2 The Executive is el... [death-in-service li... subject to the term... force. Details of the... Executive does not... advise the Compan

the Company's [medical insurance] ment health insurance] scheme, ch schemes from time to time in d from <<Specify job title>>. If the se schemes, the Executive should

5.3 The Company rese... specified in Sub-cla... available to the Exe

te its participation in any scheme other scheme, or alter the benefits schemes.

5.4 For the avoidance... described in Sub-c... terminate employm... notice, in accordanc

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

5.5 The Company sha... Clause 5 either by i

any of its obligations under this member of the Group.

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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>>]

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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 permitted to carry forward any unused holiday entitlement from one year to the next without first obtaining consent from the Board.

7.4 If the employment of the Executive is terminated, otherwise than by reason of his dismissal, during any calendar year, then he shall be entitled to his full entitlement to holidays for that year, then he shall be entitled to holiday pay on the basis of <<specify calculation eg. 1/26 of his normal rate of pay>>, 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 in excess of your normal rate of pay, on the basis of <<specify calculation eg. 1/26 of his normal rate of pay>> becoming due from the date of termination.

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8. **Other paid leave**

8.1 Any maternity, paternity or parental or parental bereavement leave will be paid at the Executive's normal 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 website for further information.

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9. **Training**

9.1 You will be required to undergo training in respect of: <<state details>> e.g. health and safety.

9.2 You may be required to undergo compulsory training at the Company's discretion and will be paid at the Company's normal rate of pay for any compulsory training.

9.3 You will not be paid for any voluntary training <<give details>>.

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10. **Sickness and Medical Expenses**

10.1 If the Executive shall be incapacitated or prevented by illness,

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injury, accident or referred to as "Incapacity" under this Contract he shall for <<12>> months be receive such (if an Incapacity as the sickness benefits and state benefits received under this Sub-clause

s beyond his control (hereinafter set out in full his duties under this Contract) of his Incapacity in any period of his salary at full rate and thereafter shall receive remuneration during periods of his Incapacity. The Executive shall claim all State benefits payable to the Company for all such period for which his salary is paid

10.2 Any salary paid to the Executive during the period shall satisfy the requirements of Statutory Sick Pay from the Company

Sub-clause 10.1 in respect of any period of Incapacity of the Executive to receive Statutory Sick Pay during that period.

10.3 If at any time during the period of Incapacity which is caused by a third party in respect of the Executive shall for the purpose of this clause compromise, settle or otherwise dispose of any claim therewith and shall be bound to do so, the Board may require the Executive to reimburse to the Company such amount as may be payable by him under such compromise or settlement and not by way of salary and the Board may determine the amount

of this Contract the Executive suffers Incapacity occasioned by the negligence of a third party which is or may be recoverable, the Executive shall be bound to do so of that fact and of any claim, compromise or settlement made or awarded in connection with such matters as if so required by the Board refund to the Company the amount of damages recovered or judgement borne by the Executive (less the amount of the remuneration paid to him by the Company during the period of his Incapacity) as

10.4 The Board may at any time require the Executive to provide evidence of the cause of his Incapacity and at least once during the period of Incapacity determine the Executive to undergo a medical examination by a medical practitioner of the Company. The Company shall bear the cost of any such examination and the Executive shall be entitled to full disclosure of the results thereof.

the Executive to provide evidence of the cause of his Incapacity and at least once during the period of Incapacity determine the Executive to undergo a medical examination by a medical practitioner of the Company. The Company shall bear the cost of any such examination and the Executive shall be entitled to full disclosure of the results thereof.

11. Maternity Leave

The Company will comply with the provisions of the Company's Maternity Leave Policy.

The Executive shall be entitled to full disclosure of the results thereof.

12. Paternity Leave

The Company will comply with the provisions of the Company's Paternity Leave Policy.

The Executive shall be entitled to full disclosure of the results thereof.

13. Company Car

The Executive's offer letter shall specify whether the Executive is entitled to a Company car. If the Executive is entitled to a Company car, the Offer Letter will specify the maximum value of the car and the Executive shall be bound to comply with the Company's Car Policy when using the car. If provided with a Company car, the Executive shall be bound to take good care of the car, comply with the provisions of any policy of the Company relating to the use of a Company car and shall be bound to

be entitled to a car allowance or to a Company car. If the Executive is entitled to a car allowance the offer letter will specify the amount of the car allowance to be paid monthly in arrears with their salary. If the Executive is entitled to a Company car, the Offer Letter will specify the maximum value of the car and the Executive shall be bound to comply with the Company's Car Policy when using the car. If provided with a Company car, the Executive shall be bound to take good care of the car, comply with the provisions of any policy of the Company relating to the use of a Company car and shall be bound to

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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 or in connection with his proper performance or in compliance

14.1.2 during the contract to prevent the disclosure of such information;

14.1.3 keep with confidence such information

14.1.4 not use or disclose such information in connection with his duties hereunder or indirectly to

14.2 The provisions of Clause 15 hereof and shall continue in full force and effect notwithstanding any time limitation but shall not come into the public domain

14.3 The Executive shall not, in the course of his employment, otherwise than for the benefit of the Company, disclose

14.3.1 any notes or

14.3.2 by any other person any information

relating to any matter which is confidential to the business of the Company or any member of the Group or the Group's dealings

14.4 The Executive shall, upon the termination of his employment, use for the benefit of the Company, in connection with his employment, any information referred to in Clause 14.3.1 or 14.3.2 of the Company, including any notes, memoranda, data or information. Such information shall be surrendered or destroyed by the Executive upon the termination of his employment.

15. Intellectual Property

15.1 In this Clause:

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to any person any trade secret, or information, business, affairs, finances or other confidential information of any member of the Group which is not lawfully disclosed to him or which comes to his knowledge during his employment (whether or not such disclosure is made in the course of his employment or properly authorised by the Board or a committee of the Board or a court of competent jurisdiction);

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

to keep with confidence such trade secrets and confidential information;

to not use or disclose such trade secrets or confidential information in connection with his duties hereunder or indirectly to any person, unless or where necessary in the proper performance of his duties hereunder or where such disclosure or cause loss either directly or indirectly to the Company or may be likely so to do.

to continue without prejudice to Clause 15 to use all reasonable endeavours to prevent the disclosure of such trade secrets and confidential information or knowledge which may be lawfully disclosed to him or which comes to his knowledge during his employment (whether or not such disclosure is made in the course of his employment or properly authorised by the Board or a committee of the Board or a court of competent jurisdiction) of the Executive.

to, in the course of his employment, otherwise than for the benefit of the Company, disclose any information, business, affairs, finances or other confidential information of any member of the Group which is not lawfully disclosed to him or which comes to his knowledge during his employment (whether or not such disclosure is made in the course of his employment or properly authorised by the Board or a committee of the Board or a court of competent jurisdiction);

to, in the course of his employment, otherwise than for the benefit of the Company, disclose any information, business, affairs, finances or other confidential information of any member of the Group which is not lawfully disclosed to him or which comes to his knowledge during his employment (whether or not such disclosure is made in the course of his employment or properly authorised by the Board or a committee of the Board or a court of competent jurisdiction);

to, in the course of his employment, otherwise than for the benefit of the Company, disclose any information, business, affairs, finances or other confidential information of any member of the Group which is not lawfully disclosed to him or which comes to his knowledge during his employment (whether or not such disclosure is made in the course of his employment or properly authorised by the Board or a committee of the Board or a court of competent jurisdiction);

to, in the course of his employment, otherwise than for the benefit of the Company, disclose any information, business, affairs, finances or other confidential information of any member of the Group which is not lawfully disclosed to him or which comes to his knowledge during his employment (whether or not such disclosure is made in the course of his employment or properly authorised by the Board or a committee of the Board or a court of competent jurisdiction);

to, upon the termination of his employment, use for the benefit of the Company, in connection with his employment, any information referred to in Clause 14.3.1 or 14.3.2 of the Company, including any notes, memoranda, data or information. Such information shall be surrendered or destroyed by the Executive upon the termination of his employment.

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“Design”

h is registrable under the
1949 or in respect of which design
ction 213 of the Copyright, Designs

“Drawing”

ture, photograph, plan or sketch in

“Invention”

hether patentable or not under the
virtue of any international
gether with the right to apply in any
ropriate protection therefor;

“Know-how”

hnique, discovery, secret process
g to an Invention, and any
hical information;

“Records”

odels, documents (as defined in
vidence Act 1995), notebooks or
m, including data stored in a
and

“Software”

rograms, including preparatory
r, any documentation relating
containing or recording any part
items.

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15.2 Inventions and any
or found by the Exe
to the provisions of
and the Executive
finding such Inven
Company or as it m

ade, obtained, acquired, produced
e of his employment shall, subject
elong exclusively to the Company,
obtaining, acquiring, producing or
hwith disclose the same to the

15.3 The Company and
which is disclosed
been determined. If
thereafter continue
of its disclosure to
during which time
Invention to any ot
Executive shall ther
or with the consent

h keep confidential any Invention
Executive until its ownership has
the Executive the Company shall
t shall have 90 days from the date
er whether to make an offer for it,
t disclose, license or assign the
ion belongs to the Company, the
confidential until it is published by

15.4 The signature by t
required for, or wh
Invention which bel
binding acknowledg
application is not al
in respect of which t
that application und
interest in any prote

or, of any assent which may be
application for protection of any
y the Company, shall operate as a
that, insofar as the subject of that
pany by operation of law, it is one
ection, the right to claim priority for
n or otherwise and the beneficial
ed, is vested in the Company.

15.5 All Designs, Draw
Executive in the c
Company, together
registrable or unre

ftware which are made by the
t shall belong exclusively to the
r design rights therein (whether
apply throughout the world for

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appropriate protection otherwise; and all under the laws of the full term thereof

virtue of any treaty, convention or nature therein which are conferred all other countries of the world, for extensions thereof.

15.6 In respect of any acquired by the Company in the course of his employment by the Company, at the end of his employment but without further consideration

Executive which belongs to or is made by the Executive in the course of his employment, all, if and when required to do so during the period of or after the termination of his employment at the Company's expense but for no

15.6.1 furnish any specification or other information which the Company may require in relation to such Invention or Design;

specification or other information which the Company may require in relation to such Invention or Design;

15.6.2 apply for or obtain any patent, registered design or such other protection which the Company may require in relation to such Invention or Design;

patent, registered design or such other protection which the Company 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 the title thereof and to maintain such patent, registered design or other protection to extend the term thereof.

to all such acts and things as the Company may require to obtain such patent, registered design or other protection and the title thereof and to maintain such patent, registered design or other protection to extend the term thereof.

15.7 The Executive shall deliver to the Company all Designs, Drawings, Records and Documents in the course of his employment

to the Company all Designs, Drawings, Records and Documents made by the Executive in the course of his employment

15.7.1 on request at any time during the period of his employment

at any time during the period of his employment

15.7.2 on the termination of his employment

at the termination of his employment

15.8 The provisions of this Contract shall continue to apply after termination of his employment

shall continue to apply after termination of his employment

16. Termination

16.1 The employment of the Executive shall terminate automatically without breach by either party when

the employment of the Executive shall terminate automatically without breach by either party when

16.1.1 the Executive is removed from being a director by law; or

the Executive is removed from being a director by law; or

16.1.2 the Executive is removed from being a director by law; or

the Executive is removed from being a director by law; or

16.2 The Company may terminate the employment of the Executive (with or without prior notice to the Executive or payment in lieu thereof)

if the Executive is (with or without prior notice to the Executive or payment in lieu thereof)

16.2.1 is being treated as if he were a medical practitioner who gives a written opinion to the Company that the Executive has become physically or mentally incapable of exercising any powers or rights so for more than 90 days

is being treated as if he were a medical practitioner who gives a written opinion to the Company that the Executive has become physically or mentally incapable of exercising any powers or rights so for more than 90 days

16.2.2 is subject to a medical practitioner's opinion that he is suffering from a mental health condition which wholly or partly prevents him from exercising any powers or rights which he would otherwise be entitled to exercise

is subject to a medical practitioner's opinion that he is suffering from a mental health condition which wholly or partly prevents him from exercising any powers or rights which he would otherwise be entitled to exercise

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16.2.3 has a bankrupt
16.2.4 makes a com
debts;
16.2.5 is convicted
Road Traffic
an offence w
his office he

him;
ors generally in satisfaction of his
(other than an offence under the
of imprisonment is not imposed or
opinion of the Board does not affect
pany into disrepute); or

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16.2.6 is guilty of c
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 o
be paid his salary
entitled to any othe
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
.g. 3 >> months' written notice or
s than << Insert number e.g. 3 >>
y time after the end of the Initial

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16.5 The Company rese
termination of empl
loss) which it or the
received pay in lie
additional compens
accrued during the t

mpensation in lieu of any notice of
y on the Executive to mitigate his
to give. Where the Executive has
utive will not be entitled to any
oliday which would otherwise have

16.6 On the termination o

yment for any reason:

16.6.1 the Compan
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 provisio
termination s

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

16.6.3 the Executiv
with its in
specification
information r
(and any co
possession o
relate in ar
(including bu
passes) wh
Executive's
confirm in w
Sub-clause t

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
utive's possession or under the
ill, if so required by the Company,
ted with his obligations under this

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17. **Non-Compulsory Retirement**

The Company does not op

t age and therefore you will not be

S

compulsorily retired on re...
voluntarily at any time, p...
terminate your employment

however, you can choose to retire
the required period of notice to

18. **Gardening Leave**

The Company reserves the
not to undertake all or any
termination, whether given
the Company shall continue
benefits (apart from the Co

Executive not to attend at work and/or
ment during any period of notice of
the Company, provided always that
e's salary and provide employee
stances.

19. **Consequences of Termin**

19.1 Upon the terminatio
for whatever reason
resign without claim
Company and any o
in any such compa
hereby irrevocably a
behalf to execute a
thereto. Any resigna
to any claim for bre
to any damages
appointment as dir
Group following on

the Executive under this Contract
upon the request of the Company
from office as a director of the
up and from all offices held by him
his failure to do so the Company is
me person in his name and on his
to all things requisite to give effect
to clause shall be without prejudice
the Executive shall not be entitled
reason of the termination of his
and/or any other member of the
ct.

19.2 The Executive shall
hereunder, howsoe
connected with or i
of the Group.

the termination of his employment
himself as being in any way
s of the Company or any member

20. **Amalgamation and Recor**

20.1 If before the expir
hereunder shall be
the purpose of ama
for the amalgama
liquidation and th
amalgamated or re
unexpired term of
terms of this Contra
in respect of the ter

the employment of the Executive
the liquidation of the Company for
ion or as part of any arrangement
of the Company not involving
offered employment with the
for a period not less than the then
terms not less favourable than the
have no claim against the Company
ent hereunder.

20.2 If before the expira
shall be disposed o
discontinued and t
member of the Gro
which is otherwise s
the Executive and
then the terms of th
Company in respec

Company or a major part thereof
major part of its operations shall be
offered employment by any other
rate with his status hereunder and
the circumstances appertaining to
and otherwise no less favourable
ve shall have no claim against the
employment hereunder.

21. **Competition**

21.1 For the purposes of

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“Company”

member of the Group;

“Restricted Period”

period of <<number of months, eg. 6>> ending on the Termination Date;

“Specified Area”

option>>;

“Specified Business”

option>> and such other business as the Company may determine from time to time;

“Specified Capacities”

the following capacities:

A

partner, sole or jointly with any other person;

partner with any other person;

partner for any other person;

partner for any other person;

employee of any other person;

M

consultant or adviser to any other person;

director of any company; or

owner of any interest in any shares or securities in any company (except as provided in Sub-clause 3.4);

21.2 Since the Executive has been employed by the Company confidentially, in addition to the restrictions set out in clause 21.1, the restrictions set out in clause 21.3 shall apply to him during the Restricted Period.

course of his employment with the Company he hereby agrees that in addition to the restrictions set out in clauses 14 and 15 he will be bound by the restrictions set out in clause 21.3.

21.3 The Executive shall not, directly or indirectly, during the Restricted Period, engage in any business of any capacity:

directly, during the Restricted Period, engage in any business of any capacity:

21.3.1 solicit or endeavour to solicit or engage any person who shall have been a client or customer of the Company during the 12 months preceding the date of the definition of the Restricted Period;

any person who shall have been a client or customer of the Company during the 12 months preceding the date of the definition of the Restricted Period;

21.3.2 attempt to induce or to cease to induce any person to engage in any business of any capacity;

induce the employment of the Company or to cease to induce any person to engage in any business of any capacity;

21.3.3 employ or endeavour to employ or engage any person who within six months prior to the termination of his employment hereunder was an officer or employee of the Company; or

any person who within six months prior to the termination of his employment hereunder was an officer or employee of the Company; or

21.3.4 carry on or be involved in any business of any capacity of the Specified Business.

of the Specified Business.

21.4 The restrictions in clause 21.3 shall be considered reasonable in all the circumstances and any court to be asked to enforce any such restriction shall be held by the court to be reasonable in all the circumstances for the interests of the Company the said restrictions shall apply to the Executive as may be necessary to render them valid and effective.

considered by the parties to be reasonable in all the circumstances and any such restriction shall be held by the court to be reasonable in all the circumstances for the interests of the Company the said restrictions shall apply to the Executive as may be necessary to render them valid and effective.

21.5 Each of the obligations set out in clause 21.3 shall be taken as separate and severable.

Each of the obligations set out in clause 21.3 shall be taken as separate and severable.

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22. **Staff Handbook and Emp**

All Executives have a duty to read and comply with the Company's other policies from time to time in force, including but not limited to the Company's Health and Safety, Fire and Safety, Sickiness and Absence Policies.

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.

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. Such notice shall be deemed to have been given if the notice was properly addressed to the above address and service.

Any notice to be given under this Contract shall be served by prepaid registered letter addressed to the Executive, or to the Company in the case of a notice to be given to the Executive, the Executive being; and any notice so served shall be deemed to have been given if it was posted and proof that the notice was properly addressed shall be sufficient evidence of service.

24. **Data Protection**

The Company is required to comply with the Data Protection Legislation) that applies to the processing of personal data, including how it uses personal data, and you shall confirm that you shall at all times comply with all provisions of the Data Protection Legislation. The Company's Data Protection Policy [which are available from the Company's Data Protection Policy] which are attached in Schedule 1. This means all applicable legislation applicable to data protection in the United Kingdom (the retained EU law version of the General Data Protection Regulation (2016/679), as it forms part of the law of Ireland by virtue of section 2 of the Data Protection Act 2018 (and the Data Protection Act 2018) and the Electronic Communications Act 2000.

personal data" (as defined in the Data Protection Legislation) and what it does with that personal data, and you shall confirm that you shall at all times comply with all provisions and requirements of the Data Protection Legislation imposed on you under the Data Protection Legislation. The Company's Data Protection Policy [which are available from the Company's Data Protection Policy] OR [the current versions of the Data Protection Legislation] "Data Protection Legislation" which are attached in Schedule 1. This means all applicable legislation applicable to data protection in the United Kingdom (but not limited to, the UK GDPR and the Data Protection Regulation ((EU) 2016/679) and Wales, Scotland, and Northern Ireland) (Withdrawal) Act 2018); the Data Protection Act 2018 (and the Electronic Communications Act 2000).

25. **Governing Law**

This Contract shall be governed by the laws of England and Wales and the courts of England and Wales shall have the non-exclusive jurisdiction of

This Contract shall be governed by the laws of England and Wales and the courts of England and Wales shall have the non-exclusive jurisdiction of

26. **Previous Agreements and**

This Contract supersedes all previous contracts between the Company and the Executive relating to his employment. All previous contracts shall be deemed to have been terminated on the Commencement Date.

This Contract supersedes all previous contracts between the Company and the Executive relating to his employment. All previous contracts shall be deemed to have been terminated on the Commencement Date.

27. **Severability**

The various Clauses and Schedules of this Contract and attached Schedule are severable, and if any provision of this Contract and attached Schedule is held to be unenforceable, the remainder of this Contract and attached Schedule shall remain in full force and effect.

The various Clauses and Schedules of this Contract and attached Schedule are severable, and if any provision of this Contract and attached Schedule is held to be unenforceable, the remainder of this Contract and attached Schedule shall remain in full force and effect.

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be invalid or unenforceable or unenforceability shall not affect the validity of the remaining provisions or sub-provision

ent jurisdiction then such invalidity or unenforceability of the remaining

28. **Supplemental**

The provisions of [the] Schedule shall have effect for the purposes of the Employment Rights Act 1996

have effect for the purposes of the Employment Rights Act 2002.

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[SCHEDULE 1]

- 1. The Company's Disciplinary and a copy has been supplied and a copy has been supplied disciplinary rules from time to time.
- 2. The Company's Grievance Policy (job title>>. This policy does not apply to the Executive's employment.
- 3. The Executive may appeal any disciplinary action or any grievance matters that have not been resolved by a committee of the board or the Board.
- 4. The date on which the Executive's continuous employment began is <<Date>>.

are applicable to the Executive and the Board is entitled to amend such

available on request from <<specify job title>>. This policy does not apply to the Executive's terms and conditions of

any action or any grievance matters that have not been resolved by decisions made by the Board or the Board will be final and binding.

continuous employment began is

[SCHEDULE 2]

[Attach copy of current version of Data Protection Policy and Privacy Notice]

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>>

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Signed by <<Name of Director>>

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