## Drafting note – do not use this Agreement for a Non Executive Director as it is not suitable

Full name: Director's service agreement.

Dated

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Service Agreement

between

[EMPLOYER]

and

[EMPLOYEE]

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THIS DEED is dated [DATE]

Parties

1. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Company).
2. [EMPLOYEE'S NAME] of [ADDRESS] (Employee).

Agreed terms

# Interpretation

## The definitions and rules of interpretation in this clause 2 apply in this agreement.

[AIM**:** a market operated by the London Stock Exchange plc.]

Agreed Sum**:** an amount equivalent to the gross value of [one year's] basic salary as specified in clause 9 [less any sums paid to the Employee by way of notice or payment in lieu of notice].

Appointment**:** the employment of the Employee by the Company on the terms of this agreement.

Associated Employer**:** has the meaning given to it in the Employment Rights Act 1996.

Board**:** the board of directors of the Company (including any committee of the board duly appointed by it).

Capacity**:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date**:** [DATE OF COMMENCEMENT OF EMPLOYMENT].

Confidential Information**:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of [the Company **OR** any Group Company] for the time being confidential to [the Company **OR** any Group Company] and trade secrets including, without limitation, technical data and know-how relating to the business of [the Company **OR** any Group Company] or any of [its **OR** their] business contacts, including in particular (by way of illustration only and without limitation) [EXAMPLES].

[Control**:** in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

###  by means of the holding of shares, or the possession of voting power, in or in relation to, that or any other body corporate; or

### as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and a Change of Control occurs if a person who controls any body corporate ceases to do so or if another person acquires Control of it, but does not occur in the circumstances described in clause 35.]

[Dealing Code**:** the dealing code of the Company [and any Group Company] restricting transactions in the securities of the Company [and any Group Company] by directors and certain senior executives of the Company during certain times (such as closed periods) and setting out the procedure for obtaining clearance to deal in the securities of the Company [and any Group Company]. A copy of the Dealing Code is [available from [POSITION] OR [annexed to this Agreement]].]

Employee's family**:** the Employee's spouse or civil partner and children under the age of [AGE].

FCA**:** the Financial Conduct Authority and its successors.

Garden Leave**:** any period during which the Company has exercised its rights under clause 28.

[Group Company**:** the Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.]

Incapacity**:** any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his duties.

Intellectual Property Rights**:** patents, [utility models,] rights to Inventions, copyright and [neighbouring and] related rights, [moral rights,] trade marks [and service marks], business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off [or unfair competition,] rights in designs, [rights in computer software,] database rights, rights to use, and protect the confidentiality of, confidential information (including know-how [and trade secrets]) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention**:** any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Qualifying Scheme**:** a pension scheme which is a qualifying scheme for the purposes of section 16 of the Pensions Act 2008.

Restricted Business**:** [the business of [DETAILS] **OR** those parts of the business of the Company [and any Group Company]] with which the Employee was involved to a material extent in the [PERIOD] months before Termination.

Restricted Customer**:** any firm, company or person who, during the [PERIOD] months before Termination, was a customer [or prospective customer] of or was in the habit of dealing with the Company [or any Group Company] with whom the Employee had contact [or about whom he became aware or informed] in the course of employment.

Restricted Person**:** anyone employed [or engaged] by the Company [or any Group Company] [at the level of [POSITION] or above **OR** and who could materially damage the interests of the Company [or any Group Company] if they were involved in any Capacity in any business concern which competes with any Restricted Business] and with whom the Employee dealt in the [PERIOD] months before Termination in the course of employment.

Staff Handbook**:** the Company's staff handbook as amended from time to time.

[Subsidiary and Holding Company**:** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006 [and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee].]

[Termination**:** the termination of the Employee's employment with the Company however caused.]

[UK Listing Authority**:** the FCA in its capacity as the competent authority for the purposes of part VI of the Financial Services and Markets Act 2000.]

## The headings in this agreement are inserted for convenience only and shall not affect its construction.

## A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

## [The schedules to this agreement form part of (and are incorporated into) this agreement.]

# Term of appointment

## *Indefinite term*

[The Appointment shall [commence **OR** be deemed to have commenced] on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other not less than [NUMBER] [months' **OR** weeks'] prior notice in writing.

**OR**

*Pure fixed term*

The Appointment shall [commence **OR** be deemed to have commenced] on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until it terminates on [DATE] without the need for notice.

 **OR**

*Fixed term subject to notice within the fixed term*

The Appointment shall [commence **OR** be deemed to have commenced] on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until it terminates on [DATE] without the need for notice unless previously terminated by either party giving the other not less than [NUMBER] months' notice in writing.

**OR**

*Initial fixed term followed by notice*

The Appointment shall [commence **OR** be deemed to have commenced] on the Commencement Date and, subject to the remaining terms of this agreement, shall be for an initial fixed term of [NUMBER] months expiring on [DATE] (Expiry Date) and shall continue thereafter unless or until terminated by either party giving the other not less than [NUMBER] months' notice in writing, expiring on or after the Expiry Date.]

## [The first [NUMBER] month[s] of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time on [one week's] notice or payment in lieu of notice. The Company may, at its discretion, extend the probationary period for up to a further [NUMBER] months. During the probationary period the Employee's performance and suitability for continued employment will be monitored. [At the end of the probationary period the Employee will be informed in writing if he has successfully completed his probationary period.]]

## [No employment with a previous employer **OR** The Employee's employment with [NAME], which commenced on [DATE]] counts towards the Employee's period of continuous employment with the Company.

## The Employee consents to the transfer of his employment under this agreement to an Associated Employer at any time during the Appointment.

# [Professional qualifications

## It is a condition of this agreement that the Employee holds [PROFESSIONAL QUALIFICATION] and shall continue at all times during the Appointment to be so qualified.

## The Employee shall immediately notify the Company if he ceases to hold [PROFESSIONAL QUALIFICATION] during the Appointment[, or becomes subject to any inquiry, investigation or proceeding that may lead to the loss of the qualification].]

# Employee warranties

## The Employee represents and warrants to the Company that, by entering into this agreement or performing any of his obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him [and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if he is in breach of any such obligations].

## The Employee warrants that he is entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if he ceases to be so entitled during the Appointment.

## [The Employee warrants that he is not subject to any restrictions which prevent him from holding office as a director.]

# Duties

## The Employee shall serve the Company as [JOB TITLE] [or such other role as the Company considers appropriate].

## During the Appointment the Employee shall:

### [act as a director of the Company and carry out duties on behalf of any other Group Company including, if so required by the Board, acting as an officer or consultant of any such Group Company;]

### [comply with the articles of association (as amended from time to time) of any Group Company of which he is a director;]

### [abide by any statutory, fiduciary or common-law duties to [the Company **OR** any Group Company of which he is a director];]

### [not do anything that would cause him to be disqualified from acting as a director;]

### [do such things as are reasonable and necessary to ensure compliance by himself and [the Company **OR** any relevant Group Company] with the Companies Act 2006[, the Listing Rules **OR** the AIM Rules for Companies][, the Market Abuse Regulation (596/2014/EU)] [and the UK Corporate Governance Code **OR** the Corporate Governance Guidelines for Small and Mid-sized Quoted Companies published by the Quoted Companies Alliance (as amended from time to time)];]

### [comply with all requirements, recommendations or regulations, as amended from time to time, of the [UK Listing Authority], the London Stock Exchange plc, the FCA, the Market Abuse Regulation (596/2014/EU) and any directly applicable regulation made under that Regulation or any regulatory authorities relevant to [the Company **OR** any Group Company] and any code of practice, policies or procedures manual issued by the Company (as amended from time to time) relating to dealing in the securities of [the Company **OR** any Group Company] [including the Dealing Code];]

### [neither commit or attempt to commit the criminal offence of insider dealing nor contravene Articles 14, 15 or 19 of the Market Abuse Regulation (Regulation 596/2014/EU);]

### comply with the Company's anti-corruption and bribery policy and related procedures;

### unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Company [and any Group Company of which he is an officer or consultant];

### faithfully and diligently exercise such powers and perform such duties as may from time to time be assigned to him by the [Company **OR** Board] [together with such person or persons as the [Company **OR** Board] may appoint to act jointly with him];

### comply with all reasonable and lawful directions given to him by the [Company **OR** Board];

### promptly make such reports to [[POSITION] **OR** the Board] in connection with the affairs of [the Company **OR** any Group Company] on such matters and at such times as are reasonably required;

### report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of [the Company **OR** any Group Company] to [[POSITION] **OR** the Board] immediately on becoming aware of it;

### use his best endeavours to promote, protect, develop and extend the business of [the Company [and the Group];

### consent to the Company monitoring and recording any use that he makes of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes; and

### comply with any electronic communication systems policy that the Company may issue from time to time.

## [The Employee shall comply with any rules, policies and procedures set out in the Staff Handbook, a copy of which [has been given to the Employee **OR** is available from [POSITION]]. The Staff Handbook does not form part of this agreement and the Company may amend it at any time. To the extent that there is any conflict between the terms of this agreement and the Staff Handbook, this agreement shall prevail.]

## All documents, manuals, hardware and software provided for the Employee's use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

# Place of work

## The Employee's normal place of work is [LOCATION] or such other place within [REASONABLE AREA] which the [Company **OR** Board] may reasonably require for the proper performance and exercise of his duties.

## The Employee agrees to travel on [the Company's **OR** any Group Company's] business (both within the United Kingdom or abroad) as may be required for the proper performance of his duties under the Appointment.

## [During the Appointment the Employee shall not be required to work outside the United Kingdom for any continuous period of more than one month.]

# Hours of work

## [The Employee's normal working hours shall be [TIME] to [TIME] on [Mondays] to [Fridays] and such additional hours as are necessary for the proper performance of his duties. The Employee acknowledges that he shall not receive further remuneration in respect of such additional hours.

**OR**

The Employee shall work [NUMBER] hours on such days in the week as are agreed between the parties at least [one week] in advance. The Employee acknowledges that he shall not receive further remuneration in respect of such additional hours.

**OR**

The Employee shall work [NUMBER] days each week on such days as are agreed between the parties at least [one week] in advance, provided that the Employee's total hours in such week do not exceed [NUMBER] hours. The Employee acknowledges that he shall not receive further remuneration in respect of such additional hours.]

## [The parties each agree that the nature of the Employee's position is such that his working time cannot be measured and, accordingly, that the Appointment falls within the scope of regulation 20 of the Working Time Regulations 1998 (*SI 1998/1833*).]

## [Your [days of work and ]hours of work are variable. [*Set out details of how the employee’s days of work and/or hours vary or how this variation is determined, eg The days and/or hours you are required to work are determined by your manager [to reflect business needs ] and details will be set out in the weekly/monthly roster for your team which is usually circulated one week before it comes into effect.]]*

## [Although your normal days and hours of work do not vary on a regular basis, OR In addition to the variable working pattern set out in Clause 4.2, ] we may [ask you to ]vary your days and/or hours of work or the pattern of your normal hours from time to time, as we consider necessary to meet the needs of the business.[ This will usually be on a temporary basis only and with advance notice. If business need requires a permanent variation to your hours and/or days of work, we will seek your agreement and any variation will be implemented only after a period of consultation with you.]

# Salary

## The Employee shall be paid an initial salary of £[AMOUNT] per annum (inclusive of any fees due to the Employee by [the Company **OR** any Group Company] as an officer of [the Company **OR** any Group Company]).

## The Employee's salary shall accrue from day to day and be payable [monthly] in arrears [on or about [DATE] of each month] directly into the Employee's bank or building society.

## The Employee's salary shall be reviewed by [[POSITION] **OR** the Board] annually, the first such review to take place on [DATE]. The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.

## The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to [the Company **OR** any Group Company] by the Employee.

# Expenses

## The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.

## The Employee shall abide by the Company's policies on expenses as [communicated to him **OR** set out in the Staff Handbook] from time to time.

## [Any credit card supplied to the Employee by the Company shall be used only for expenses incurred by him in the course of the Appointment.]

# [Relocation expenses

## Subject to production of VAT receipts or other appropriate evidence of payment, the Company shall reimburse the Employee up to a maximum of £[AMOUNT] in respect of costs incurred by him in relocating to accommodation within [a reasonable daily travelling distance of **OR** [NUMBER] miles from] the Company's offices at [DETAILS] (Relocation Expenses). Relocation Expenses may include [DETAILS] but shall exclude [DETAILS].

## The first £8,000 of the Relocation Expenses shall be paid without deduction of income tax and National Insurance contributions to the extent that the Relocation Expenses qualify for the exemption set out in Chapter 7 of Part 4 of the Income Tax (Earnings and Pensions) Act 2003 and Schedule 3 of Part 8 of the Social Security (Contribution) Regulations 2001 respectively. For the avoidance of doubt, income tax and National Insurance contributions shall be deducted from the remainder of the Relocation Expenses (if any) in the usual way.

## The Employee shall indemnify the Company on a continuing basis in relation to any income tax and National Insurance contributions (except employers' National Insurance contributions), including any related interest, penalties, costs and expenses, which may be incurred by the Company if the exemption referred to in clause 11.2 does not apply.

## Except in the circumstances set out in clause 11.5, the Employee shall repay the Company as follows:

### if he ceases employment during the period of 12 months after the first expenses payment made by the Company under this clause, 100% of the Relocation Expenses shall be repaid;

### if he ceases employment more than 12 but no more than 24 months after the first expenses payment made by the Company under this clause, [66]% of the Relocation Expenses shall be repaid; or

### if he ceases employment more than 25 but no more than 36 months after the first expenses payment made by the Company under this clause, [33]% of the Relocation Expenses shall be repaid.

Thereafter, no repayment shall be required.

## Clause 11.4 shall not apply if:

### the Company terminates the Appointment [in breach of the terms of this agreement **OR** other than for cause pursuant to clause 26.1]; or

### the Employee terminates the Appointment in response to a fundamental breach of contract by the Company.]

# [Bonus

## The [Company **OR** Board] may in its absolute discretion pay the Employee a bonus of such amount, at such intervals and subject to such conditions as the [Company **OR** Board] may in its absolute discretion determine [from time to time **OR** taking into account specific performance targets, ][to be notified to the Employee **OR** as agreed between the Employee and the [Company **OR** Board] from time to time].

## Any bonus payment to the Employee shall be purely discretionary and shall not form part of the Employee's contractual remuneration under this agreement. If the Company makes a bonus payment to the Employee [in respect of a particular financial year of the Company (being the period from [DATE] to [DATE])], it shall not be obliged to make subsequent bonus payments [in respect of subsequent financial years of the Company].

## [The Company may alter the terms of any bonus targets or withdraw them altogether at any time without prior notice.]

## [Notwithstanding clause 12.1, the Employee shall in any event have no right to a bonus or a time-apportioned bonus if:

### he has not been employed throughout the whole of the relevant financial year of the Company; or

### his employment terminates for any reason or he is under notice of termination (whether given by the Employee or the Company) at or before the date when a bonus might otherwise have been payable.]

## Any bonus payments shall not be pensionable.]

# [Permanent health insurance

## [After successful completion of the probationary period in clause 3.2] the Employee shall be entitled to participate in the Company's permanent health insurance scheme at the Company's expense, subject to:

### the terms of the Company's scheme, as amended from time to time;

### the rules or insurance policy of the relevant insurance provider, as amended from time to time; and

### the Employee satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which the Company considers reasonable.

Full details of the scheme are available from [POSITION].

## The Company shall only be obliged to make payments to the Employee under the scheme if [it has received payment from the insurance provider for that purpose **OR** the Employee is not receiving benefits from the insurance provider directly].

## The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend the scheme (including the level of the Employee's cover) at any time on reasonable notice to the Employee.

## If the insurance provider refuses for any reason to provide permanent health insurance benefit to the Employee, the Company shall not be liable to provide to the Employee any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit.

## If the Employee is receiving benefits under the Company's permanent health insurance scheme:

### [he shall resign as a director of [the Company **OR** any Group Company] if so requested by the Company; and]

### the Company shall be entitled to appoint a successor to the Employee to perform all or any of the duties required of the Employee under the terms of the Appointment and the Employee's duties shall be amended accordingly.]

# [Life assurance

## [After successful completion of the probationary period referred to in clause 3.2] the Employee shall be entitled to participate in the Company's life assurance scheme which shall pay to the Employee's dependants a sum equal to [NUMBER] times the Employee's salary if the Employee dies during the Appointment. Participation is subject to:

### the terms of the Company's life assurance scheme, as amended from time to time;

### the rules or the insurance policy of the relevant insurance provider, as amended from time to time; and

### the Employee satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which the Company considers reasonable.

Full details of the scheme are available from [POSITION].

## If the insurance provider refuses for any reason to provide life assurance benefit to the Employee the Company shall not be liable to provide to the Employee any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit.

## The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend its life assurance scheme (including the level of the Employee's cover) at any time on reasonable notice to the Employee.]

# [Private medical insurance

## [After successful completion of the probationary period referred to in clause 3.2] the Employee [and the Employee's family] shall be entitled to participate in the Company's private medical insurance scheme subject to:

### the terms of that scheme, as amended from time to time;

### the rules or insurance policy of the relevant insurance provider, as amended from time to time; and

### the Employee [and his spouse or civil partner and any children under the age of 18] satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which the Company considers reasonable.

Full details of the Company's private medical insurance scheme are available from [POSITION].

## If the insurance provider refuses for any reason to provide private medical insurance benefit to the Employee [or to the Employee's family] the Company shall not be liable to provide any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit.

## The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend the scheme (including the level of the Employee's cover) at any time on reasonable notice to the Employee.]

# [Directors' and officers' insurance

During the Appointment and for six years following Termination the Employee shall be entitled to be covered by a policy of directors' and officers' liability insurance on terms no less favourable than those in place from time to time for other members of the Board. A copy of the policy is available from [POSITION].]

# [Car

## [Provided that the Employee holds a current full driving licence,] the Company shall supply the Employee with a car of such make, model and value as is determined by [the Company **OR** the Board **OR** reference to the Company's car policy from time to time] for his sole business [and private] use. [The Company may at its discretion permit the personal use of the car by the Employee's spouse or civil partner, but permission for such personal use may be withdrawn at any time.]

## The Company shall be responsible for payment of all reasonable standing and running costs of the car including insurance, tax, MOT, maintenance and repair and shall [bear the cost of fuel incurred during business [and private] mileage **OR** reimburse the Employee for the cost of fuel properly incurred during business [and private] mileage [at an agreed rate **OR** at a rate specified in the Company's car policy from time to time]].

## The Company shall replace the car at such times as are [decided by the Board **OR** specified in the Company's car policy] from time to time.

## The Employee shall:

### take good care of the car and ensure that the provisions of [the Company's car policy as amended from time to time and] any policy of insurance relating to the car are observed;

### [pay all expenses directly connected with the Employee's [and his spouse's or civil partner's] private use of the car;]

### be responsible for payment of all fines incurred for traffic offences and parking fines;

### notify the Company of any accidents involving the car (whether or not these take place while the Employee is on business);

### immediately inform the Company if he is convicted of a driving offence or disqualified from driving; and

### return the car, its keys and all documents relating to it to [the Company's registered office] or such other place as the Company may reasonably stipulate immediately on the termination of the Appointment however arising or on the Employee becoming no longer legally entitled to drive.

## The Company shall have the right to terminate the Appointment [without prior notice or payment in lieu of notice] if the Employee is [convicted of a driving offence or] disqualified from driving.]

# [Car allowance

## [Provided that the Employee holds a current driving licence,] the Employee shall receive a car allowance for use of the Employee's own car of £[AMOUNT] per annum which shall be payable together with and in the same manner as the salary in accordance with clause 9. The car allowance shall not be treated as part of the basic salary for any purpose and shall not be pensionable.

## The Company shall reimburse the Employee in respect of fuel costs for business miles at [the Company's business mileage rate **OR** HM Revenue and Customs approved rates] [and reasonable private mileage].

## The Employee shall immediately inform the Company if he is disqualified from driving and shall cease to be entitled to receive the allowance under clause 18.1 [or reimbursement of fuel expenses under clause 18.2].]

# Holidays

## The Company's holiday year runs between [DATE] and [DATE]. If the Employee's employment starts or finishes part way through the holiday year, their holiday entitlement during that year shall be calculated on a pro-rata basis [rounded up to the nearest [whole **OR** half] day].

## The Employee shall be entitled to [NUMBER] days' paid holiday in each holiday year [(calculated on a pro rata basis by reference to a full-time entitlement of [NUMBER] days' holiday each year)] [together with the usual public holidays **OR** which shall include the usual public holidays in [England and Wales] [or days in lieu where the Company requires the Employee to work on a public holiday]].

## Holiday shall be taken at such time or times as shall be approved in advance by [POSITION]. The Employee shall not [without the consent of [[POSITION] **OR** the Board]] carry forward any accrued but untaken holiday entitlement to a subsequent holiday year [except as set out in our holidays policy which is available [on the intranet **OR** from [POSITION]] **OR** unless the Employee has been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave[, paternity, adoption, parental or shared parental leave]. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the leave year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost].

## The Employee shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Appointment. [Subject to clause 19.5 the **OR** The] amount of such payment in lieu shall be [1/260th of the Employee's [full-time equivalent] salary for each untaken day of the entitlement **OR** as set out in our holidays policy [which is available on the intranet **OR** from [POSITION]]].

## [If the Company has terminated or would be entitled to terminate the Appointment under clause 26 or if the Employee has terminated the Appointment in breach of this agreement any payment due under clause 19.4 shall be limited to the Employee's statutory entitlement under the Working Time Regulations 1998 (*SI 1998/1833*) and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.]

## If on termination of the Appointment the Employee has taken in excess of his accrued holiday entitlement, the Company shall be entitled to recover from the Employee by way of deduction from any payments due to the Employee or otherwise one day's pay for each excess day [calculated at 1/260th of the Employee's [full-time equivalent] salary **OR** as set out in our holidays policy [which is available on the intranet **OR** from [POSITION]]].

## If either party has served notice to terminate the Appointment, the [Company **OR** Board] may require the Employee to take any accrued but unused holiday entitlement during the notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave under clause 28.

# Incapacity

## If the Employee is absent from work due to Incapacity, the Employee shall notify [POSITION] of the reason for the absence as soon as possible but no later than [TIME] on the first day of absence.

## The Employee shall certify his absence in accordance with [the Company sickness policy] which is available [on the intranet **OR** from [POSITION]].

## Subject to the Employee's compliance with this agreement and the Company sickness policy (as amended from time to time) [and subject to clause 20.4], the Employee shall receive sick pay in accordance with the Company sickness policy which is available [on the intranet **OR** from [POSITION]].

**OR**

After the Employee has completed [[NUMBER] month[s'] continuous service **OR** his probationary period], subject to his compliance with this agreement[ and subject to clause 20.4], the Employee shall be entitled to receive his full salary and contractual benefits during any periods of sickness absence up to a maximum of [NUMBER] weeks in any [NUMBER]-week period. Those payments shall be inclusive of any SSP due.

## [If the Employee has been on long term sick leave continuously for more than a year he will not qualify for sick pay again until he has returned to work for a total of [NUMBER] weeks.]

## [Pension contributions will continue as normal while the Employee is paid at the full rate in accordance with clause 20.3. If the Employee's pay during any period of Incapacity is reduced or the Employee is paid SSP only, the level of contributions in respect of their membership of the [NAME] Pension Scheme may continue, subject to the relevant pension scheme rules in force at the time of their absence.]

## The Employee agrees to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.

## If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Board of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Board may reasonably require. The Employee shall if required by the [Company **OR** Board], co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by him relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by him in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.

## The rights of the Company to terminate the Appointment under the terms of this agreement apply even when such termination would or might cause the Employee to forfeit any entitlement to sick pay[, permanent health insurance] or other benefits.

# Other Paid Leave

## You are eligible for other paid leave,[ including maternity leave, adoption leave, paternity leave, parental leave, shared parental leave,[ sabbatical leave,][ dependants leave,][ compassionate leave,] bereavement leave,[ training and study leave][ and ][leave for public duties,]] in accordance with our current [policies OR benefits policy], as amended from time to time, subject to your complying with the relevant statutory and other conditions and requirements in order to be entitled to the leave and pay. [Copies of our policies are OR A copy of our benefits policy is] available [on the intranet] and [from the HR Department].

# Outside interests

## Subject to clause 22.2, during the Appointment the Employee shall not, except as a representative of the Company or with the prior written approval of the [Company **OR** Board], whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any Capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).

## Notwithstanding clause 21.1, the Employee may hold an investment by way of shares or other securities of not more than [5]% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by [the Company **OR** any Group Company].

## The Employee agrees to disclose to the [Company **OR** Board] any matters relating to his spouse or civil partner (or anyone living as such), children or parents which may, in the reasonable opinion of the [Company **OR** Board], be considered to interfere, conflict or compete with the proper performance of the Employee's obligations under this agreement.

# Confidential Information

## The Employee acknowledges that in the course of the Appointment he will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 22.

## The Employee shall not (except in the proper course of his duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

### any use or disclosure authorised by the Board or required by law;

### any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or

### any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

# Intellectual property

## The Employee shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by him at any time during the course of the Appointment [which relate to, or are reasonably capable of being used in, the business of [the Company **OR** any Group Company]]. The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Company. The Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause 23.1.

## The Employee hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he has or will have in any existing or future works referred to in clause 23.1.

## The Employee irrevocably appoints the Company to be his attorney in his name and on his behalf to execute documents, use the Employee's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Company, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

# Ceasing to be a director

## Except with the prior approval of the Board, or as provided in the articles of association of [the Company **OR** any Group Company of which he is a director], the Employee shall not resign as a director of [the Company **OR** any Group Company].

## [If during the Appointment the Employee ceases to be a director of [the Company **OR** any Group Company] (otherwise than by reason of his death, resignation or disqualification pursuant to the articles of association of [the Company **OR** the relevant Group Company], as amended from time to time, or by statute or court order) the Appointment shall continue with the Employee as an employee only and the terms of this agreement (other than those relating to the holding of the office of director) shall continue in full force and effect. The Employee shall have no claims in respect of such cessation of office.]

# Payment in lieu of notice

## Notwithstanding clause 3, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Company is exercising its right under this clause 25.1 and that it will make within [28] days [the first instalment of] a payment in lieu of notice (Payment in Lieu) to the Employee. This Payment in Lieu will be equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this agreement during the notice period referred to at clause 3 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

### any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;

### any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and

### any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

## The Company may pay any sums due under clause 25.1 in equal monthly instalments until the date on which the notice period referred to at clause 3 would have expired if notice had been given. The Employee shall be obliged to seek alternative income during this period and to notify the Company of any income so received. The instalment payments shall then be reduced by the amount of such income.

## The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 25.1. Nothing in this clause 25 shall prevent the Company from terminating the Appointment in breach.

## Notwithstanding clause 25.1 the Employee shall not be entitled to any Payment in Lieu if the Company would otherwise have been entitled to terminate the Appointment without notice in accordance with clause 26. In that case the Company shall also be entitled to recover from the Employee any Payment in Lieu (or instalments thereof) already made.

# Termination without notice

## The Company may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

### [is disqualified from acting as a director or resigns as a director from [the Company **OR** any Group Company] without the prior written approval of the Board;]

### [is guilty of a [serious] breach of the requirements, rules or regulations as amended from time to time of the [UK Listing Authority], [the London Stock Exchange plc], the FCA, the Market Abuse Regulation (596/2014/EU) and any directly applicable regulation made under that Regulation or any regulatory authorities relevant to [the Company **OR** any Group Company] or any code of practice, policy or procedures manual issued by the Company (as amended from time to time) relating to dealing in the securities of the Company [and any Group Company], [including the Dealing Code];]

### [fails or ceases to meet the requirements of any regulatory body whose consent is required to enable him to undertake all or any of his duties under the Appointment or is guilty of a serious breach of the rules and regulations of such regulatory body or of any compliance manual of [the Company **OR** any Group Company];]

### is in breach of the Company's anti-corruption and bribery policy and related procedures;

### is guilty of any gross misconduct affecting the business of [the Company **OR** any Group Company];

### commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the [Company **OR** Board];

### is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his duties;

### is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

### is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) [or any offence under any regulation or legislation relating to insider dealing];

### [ceases to hold [PROFESSIONAL QUALIFICATION];]

### [[is, in the opinion of a medical practitioner [who is treating the Employee] physically or mentally incapable of performing their duties and may remain so for more than three months and the medical practitioner has given a medical opinion to the Board to that effect;]]

### ceases to be eligible to work in the United Kingdom;

### is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the [Company **OR** Board] brings or is likely to bring the Employee or [the Company **OR** any Group Company] into disrepute or is materially adverse to the interests of [the Company **OR** any Group Company];

### is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or

### is unable by reason of Incapacity to perform his duties under this agreement for an aggregate period of [NUMBER TO BE THE SAME AS IN clause 20.3] weeks in any [52]-week period.

## The rights of the Company under clause 26.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

# [Change of control

*Enhanced notice period*

## [If there is a Change of Control of the Company and, within [NUMBER] months following the Change of Control [directly or indirectly in connection with it], the Company serves notice to terminate the Appointment (other than in circumstances in which it was entitled to rely on clause 26), the notice period required from the Company to terminate the Appointment under clause 3 shall increase to [NUMBER] months and any payment in lieu of notice payable under clause 25 shall be calculated by reference to such increased notice period.

**OR**

*Lump sum payment: breach of contract*

## If there is a Change of Control of the Company and, within [NUMBER] months following the Change of Control [directly or indirectly in connection with it]:

### the Company terminates the Appointment in breach of the terms of this agreement (other than in circumstances in which it was entitled to rely on clause 26.1); or

### the Employee terminates the Appointment in response to a fundamental breach of contract by the Company,

the Company shall, subject to clause 27.3 below, pay the Agreed Sum to the Employee within [one month] following Termination. The Agreed Sum shall be payable less any tax or other statutory deductions which the Company is obliged to deduct.

## The payment of the Agreed Sum shall be conditional on and in consideration of:

### the Employee complying with the obligations in clause 29;

### the Employee complying with (and continuing to comply with) his obligations relating to confidentiality, intellectual property and restrictive covenants as set out in clause 22, clause 23 and clause 30 respectively;

### Clause 30 applying notwithstanding that the Appointment may, or without the payment of the Agreed Sum might, otherwise have been repudiated by the Company; and

### the Employee executing such documents in a form reasonably acceptable to the Company as it may require.

## For the avoidance of doubt, the payment of the Agreed Sum shall not affect the Employee's entitlement to any of the following:

### any accrued but unpaid salary;

### any payment in lieu of accrued but unused holiday; or

### the reimbursement of expenses, provided that all claims for reimbursement are submitted within [four weeks] after Termination,

in relation, in each case, to the period before Termination.

## To the extent that the Agreed Sum is damages (which is not admitted), the parties agree that the terms of this clause 27 represent a genuine pre-estimate of the loss to the Employee that would arise on termination of the Appointment in the circumstances described and does not constitute a penalty. The [Company waives any requirement on the Employee to mitigate his losses in respect of such termination and the] Employee shall, subject to clause 27.4, accept the Agreed Sum in full and final settlement of all and any claims that he may have arising out of the Appointment or its termination [excluding any personal injury claims of which he is not aware at Termination or any claims in relation to accrued entitlements under the [NAME] pension scheme].

**OR**

*Lump sum payment: no breach of contract*

## If there is a Change of Control of the Company and, within [NUMBER] months following the Change of Control [directly or indirectly in connection with it]:

### the Company terminates the Appointment other than in circumstances in which it was entitled to rely on clause 26.1; or

### the Employee serves notice to terminate the Appointment in accordance with clause 3,

the Company shall, subject to clause 27.7 below, pay the Agreed Sum to the Employee within [one month] following Termination. The Agreed Sum shall be payable less any tax or other statutory deductions which the Company is obliged to deduct.

## The payment of the Agreed Sum shall be conditional on and in consideration of:

### the Employee complying with the obligations in clause 29;

### the Employee complying with and continuing to comply with his obligations relating to confidentiality, intellectual property and restrictive covenants as set out in clause 22, clause 23 and clause 30 respectively;

### Clause 30 applying notwithstanding that the Appointment may, or without the payment of the Agreed Sum might, otherwise have been repudiated by the Company; and

### the Employee executing such documents in a form reasonably acceptable to the Company as it may require.

## For the avoidance of doubt, the payment of the Agreed Sum shall not affect the Employee's entitlement to any of the following:

### any accrued but unpaid salary;

### any payment in lieu of accrued but unused holiday; or

### the reimbursement of expenses, provided that all claims for reimbursement are submitted within [four weeks] after Termination,

in relation, in each case, to the period before Termination.

## To the extent that the Agreed Sum is damages (which is not admitted), the parties agree that the terms of this clause 27 represent a genuine pre-estimate of the loss to the Employee that would arise on termination of the Appointment in the circumstances described and does not constitute a penalty. The [Company waives any requirement on the Employee to mitigate his losses in respect of such termination and the] Employee shall, subject to clause 27.8, accept the Agreed Sum in full and final settlement of all and any claims that he may have arising out of the Appointment or its termination [excluding any personal injury claims of which he is not aware at Termination or any claims in relation to accrued entitlements under the [NAME] pension scheme].]]

# Garden Leave

## Following service of notice to terminate the Appointment by either party, or if the Employee purports to terminate the Appointment in breach of contract, the [Company **OR** Board] may by written notice place the Employee on Garden Leave for the whole or part of the remainder of the Appointment.

## During any period of Garden Leave:

### the Company shall be under no obligation to provide any work to the Employee and may revoke any powers the Employee holds on behalf of the Company [or any Group Company];

### the Company may require the Employee to carry out alternative duties or to only perform such specific duties as are expressly assigned to the Employee, at such location (including the Employee's home) as the Company may decide;

### the Employee shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;

### the Employee shall remain an employee of the Company and bound by the terms of this agreement (including any implied duties of good faith and fidelity);

### the Employee shall ensure that [POSITION] knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);

### the Company may exclude the Employee from any premises of the Company [or any Group Company]; and

### the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company [or any Group Company].

# Obligations on termination

## On termination of the Appointment (however arising) or, if earlier, at the start of a period of Garden Leave, the Employee shall:

### [resign immediately without compensation from any office [or trusteeship] that he holds in or on behalf of [the Company **OR** any Group Company];]

### [transfer [without payment] to the Company or as it may direct any shares or other securities held by him in the Company [or any Group Company] as a nominee or trustee for the Company [or any Group Company] and deliver to the Company the related certificates;]

### subject to clause 29.2, immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of [the Company **OR** any Group Company] or its business contacts], any keys, [credit card] and any other property of [the Company **OR** any Group Company] [including any car provided to the Employee], which is in his possession or under his control;

### irretrievably delete any information relating to the business of [the Company **OR** any Group Company] stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises; and

### provide a signed statement that he has complied fully with his obligations under this clause 29.1 together with such reasonable evidence of compliance as the Company may request.

## Where the Employee has been placed on Garden Leave he shall not be required by clause 29.1 to return until the end of the Garden Leave period any property provided to him as a contractual benefit for use during the Appointment.

## [The Employee hereby irrevocably appoints the Company to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Company or its nominee the full benefit of clause 29.1(a) and clause 29.1(b).]

## [On termination of the Appointment however arising the Employee shall not be entitled to any compensation for the loss of any rights or benefits under any [share option, bonus, long-term incentive plan or other] profit sharing scheme operated by [the Company **OR** any Group Company] in which he may participate.]

# Restrictive covenants

## In order to protect the Confidential Information and business connections of the Company [and each Group Company] to which he has access as a result of the Appointment, the Employee covenants with the Company [(for itself and as trustee and agent for each Group Company)] that he shall not:

### for [PERIOD] months after Termination solicit or endeavour to entice away from the Company [or any Group Company] the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;

### for [PERIOD] months after Termination [in the course of any business concern which is in competition with any Restricted Business], offer to employ or engage or otherwise endeavour to entice away from the Company [or any Group Company] any Restricted Person;

### [for [PERIOD] months after Termination [in the course of any business concern which is in competition with any Restricted Business], employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;]

### for [PERIOD] months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business;

### for [PERIOD] months after Termination be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business; or

### at any time after Termination, represent himself as connected with the Company [or any Group Company] in any Capacity, other than as a former employee, or use any registered business names or trading names associated with the Company [or any Group Company].

## None of the restrictions in clause 30.1 shall prevent the Employee from:

### holding an investment by way of shares or other securities of not more than [5]% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange;

### being engaged or concerned in any business concern insofar as the Employee's duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or

### being engaged or concerned in any business concern, provided that the Employee's duties or work shall relate solely to services or activities of a kind with which the Employee was not concerned to a material extent in the [PERIOD] months before Termination.

## The restrictions imposed on the Employee by this clause 30 apply to him acting:

### directly or indirectly; and

### on his own behalf or on behalf of, or in conjunction with, any firm, company or person.

## The period[s] for which the restriction[s] in clause 30.1 apply shall be reduced by any period that the Employee spends on Garden Leave immediately before Termination.

## If the Employee receives an offer to be involved in a business concern in any Capacity during the Appointment, or before the expiry of the last of the covenants in this clause 30, the Employee shall give the person making the offer a copy of this clause 30 [and shall tell the Company the identity of that person as soon as possible].

## The Company and the Employee entered into the restrictions in this clause 30 having been separately legally advised.

## Each of the restrictions in this clause 30 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

## If the Employee's employment is transferred to any firm, company, person or entity other than a Group Company (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Employee will, if required, enter into an agreement with the New Employer containing post-termination restrictions corresponding to those restrictions in this clause 30, protecting the [confidential information], trade secrets and business connections of the New Employer.

## The Employee will, at the request and expense of the Company, enter into a separate agreement with any Group Company in which he agrees to be bound by restrictions corresponding to those restrictions in this clause 30 (or such of those restrictions as the Company deems appropriate) in relation to that Group Company.

# Disciplinary and grievance procedures

## The Employee is subject to the Company's disciplinary and grievance procedures, copies of which are available from [POSITION]. These procedures do not form part of the Employee's contract of employment.

## If the Employee wants to raise a grievance, he may apply in writing to [POSITION] in accordance with the Company's grievance procedure.

## If the Employee wishes to appeal against a disciplinary decision he may apply in writing to [POSITION] in accordance with the Company's disciplinary procedure.

## The [Company **OR** Board] may suspend the Employee from any or all of his duties for no longer than is necessary to investigate any disciplinary matter involving the Employee or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding.

## [During any period of suspension:

### the Employee shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;

### the Employee shall remain an employee of the Company and bound by the terms of this agreement;

### the Employee shall ensure that [POSITION] knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);

### the [Company **OR** Board] may exclude the Employee from his place of work or any other premises of the Company [or any Group Company]; and

### the [Company **OR** Board] may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company [or any Group Company].]

# Pensions

*Where the employer intends to automatically enrol the employee with effect from the date required by law*

## [The Company will comply with the employer pension duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008.

**OR**

*Where the employer operates an occupational pension scheme*

## [The Employee may participate in the Company's occupational pension scheme (Scheme) (or such other registered pension scheme as may be established by the Company to replace the Scheme) subject to the rules of the Scheme and the tax reliefs and exemptions available from HM Revenue & Customs, in both cases as amended from time to time. Full details of the Scheme are available from [POSITION].

**OR**

The Employee will become an active member of the Company's occupational pension scheme (Scheme) (or such other registered pension scheme as may be established by the Company to replace the Scheme) from the effective date of this contract, subject to the tax reliefs and exemptions available from HM Revenue & Customs, as amended from time to time. Full details of the Scheme are available from [POSITION].]

## The Employee shall pay such contributions to the Scheme as may be required by the rules of the Scheme as amended from time to time. The contributions shall be made by way of deductions from the Employee's salary.

## [The Company shall procure that any scheme that is set up to replace the Scheme will provide benefits which, taken as a whole, shall be no less favourable to the Employee than the benefits to which he would have been entitled had he continued to be a member of the Scheme, subject to any statutory limitations on benefits or HM Revenue & Customs requirements as determined from time to time.]

## [The Employee may be invited by the Company to participate in an employer-financed retirement benefits scheme, subject to the rules of such scheme as amended from time to time. Full details of the scheme are available from [POSITION].]

**OR**

*Where the employer operates a group personal pension scheme*

## [The Employee may join the Company's group personal pension scheme (Scheme) (or such other registered pension scheme as may be set up by the Company to replace the Scheme) subject to satisfying certain eligibility criteria and subject to the rules of the Scheme as amended from time to time. Full details of the Scheme are available from [POSITION].

**OR**

The Employee will become an active member of the Company's group personal pension scheme (Scheme) (or such other registered pension scheme as may be set up by the Company to replace the Scheme) with effect from the date of this contract. Full details of the Scheme are available from [POSITION].]

## [If the Employee joins the Scheme, the Company shall contribute an amount equal to [PERCENTAGE]% of the Employee's salary [or, if lower, the contributions payable by the Employee] to the Scheme during each year of the Appointment. The Company's contributions to the Scheme shall be payable in equal monthly instalments in arrears, and shall be subject to the rules of the Scheme and the tax reliefs and exemptions available from HM Revenue & Customs, as amended from time to time.

**OR**

The Company shall contribute an amount equal to [PERCENTAGE]% of the Employee's salary, and the Employee shall contribute an amount equal to [PERCENTAGE]% of the Employee's salary, to the Scheme during each year of the Appointment. Any contributions paid will be sufficient to maintain the Scheme's status as a Qualifying Scheme.]

## Contributions may be paid up to the lower of 100% of the Employee's salary and the annual allowance set by HM Revenue & Customs from time to time.

## Any contributions shall be payable in equal monthly instalments in arrears. The Employee's contributions shall be made by way of deduction from the Employee's salary.

**OR**

*Where the employer makes contributions to an employee's existing personal pension scheme*

## [During each year of the Appointment, the Company shall contribute an amount equal to [PERCENTAGE]% of the Employee's salary [or, if lower, the contributions payable by the Employee] to the Employee's personal pension scheme (or such other registered pension scheme for the benefit of the Employee as the Employee may notify to the Company in writing).

**OR**

The employee will become an active member of a personal pension scheme which meets the requirements of a Qualifying Scheme, and will complete such tasks as are required to ensure the personal pension scheme is, and remains, a Qualifying Scheme. During each year of the Appointment, the Company shall contribute an amount equal to [PERCENTAGE]% of the Employee's salary, and the Employee shall contribute an amount equal to [PERCENTAGE]% of the Employee's salary, to the Scheme. Any contributions paid will be sufficient to maintain the Scheme's status as a Qualifying Scheme.]

## Contributions to the scheme may be made of an amount up to the lower of 100% of the Employee's salary and the annual allowance set by HM Revenue & Customs from time to time.

## Any contributions shall be payable in equal monthly instalments in arrears. The Employee's contributions shall be made by way of deduction from the Employee's salary.

**OR**

*Where the employer operates a stakeholder pension scheme*

## The Employee may join the Company's stakeholder pension scheme (Scheme) (or such other registered pension scheme as may be set up by the Company to replace the Scheme) subject to satisfying certain eligibility criteria and subject to the rules of the Scheme as amended from time to time. Full details of the Scheme are available from [POSITION].

## The Employee may make contributions to the scheme of an amount up to the lower of 100% of the Employee's salary and the annual allowance set by HM Revenue & Customs from time to time. Such contributions shall be payable in equal monthly instalments in arrears and shall be made by way of deduction from the Employee's salary.

## [If the Employee joins the Scheme, the Company shall contribute an amount equal to [PERCENTAGE]% of the Employee's salary [or, if lower, the contributions payable by the Employee] to the Scheme during each year of the Appointment. The Company's contributions to the Scheme shall be payable in equal monthly instalments in arrears, and shall be subject to the rules of the Scheme and the tax reliefs and exemptions available from HM Revenue & Customs, as amended from time to time.]

# Training

## We offer [in-house and external ]training[ and, in some cases, time off work to undertake training], subject to certain eligibility requirements and other conditions. Details of this training are set out in our training policy, as amended from time to time. The policy is available from [the HR department].

## Set out which part(s) of the training is compulsory, eg We require you undertake compulsory induction training when you start working for us]. We bear the cost of this training. OR All training is voluntary.]

## [You are also required to complete training in relation to [set out details of compulsory and the timeframe within which employee is required to complete it], at your own expense.]

# Data protection

## You confirm that you have read and understood the Company’s data protection **[**policy OR policies**]** and other relevant policies**[**, including in relation to criminal records information, internet, email and communications, information security, bringing your own device (BYOD)**]**, copies of which are **[**contained in the Staff Handbook OR available from [*enter name/position*]**]**. These policies are subject to change from time to time and you will be notified of any changes. You will comply with your obligations under these policies at all times during the Employment.

## The Company will process personal data and sensitive personal data (also known as ‘special categories of personal data’)**[** and criminal records data**]** relating to you in accordance with its Data protection **[**policy OR policies**][** and**]** its [*data protection privacy notice*]**[** and its [*criminal records information policy*]**]**, **[**available from [*insert title*] OR contained in the Staff Handbook**]**.

## You agree and acknowledge that all written, spoken and electronic information held, used or transmitted by or on behalf of the Company, in whatever media, including information and data held on computer systems, hand-held devices, tablets or other portable or electronic devices and telephones and paper records, and information transmitted orally, relating both to the Company's own business or that of any Group Company or any **[**customers OR clients**]**, suppliers and other third parties with whom the Company engages or does business, remains the Company’s property at all times, no matter what format it is in, where it is stored or how it is accessed.

## The Company may monitor staff in accordance with its policies relating to [*email, internet and communications systems and monitoring at work*], **[**available from [*insert title*] OR contained in the Staff Handbook**]**.

## **[**The Company **[**will OR may**]** transfer personal data and sensitive personal data outside the European Economic Area in accordance with the Company’s [*data protection privacy notice*].**]**

# Collective agreements

[There is no collective agreement which directly affects the Appointment.

**OR**

The Employee's employment is governed by the collective agreement between the Company and [NAME OF TRADE UNION], which is incorporated into the contract and may be amended from time to time. A copy [has been given to the Employee **OR** is available from [POSITION]].]

# Reconstruction and amalgamation

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of the Company [or any Group Company], whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

# Notices

## A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address [or fax number] given in this agreement or as otherwise notified in writing to the other party.

## Any such notice shall be deemed to have been received:

### if delivered by hand, at the time the notice is left at the address or given to the addressee;

### in the case of pre-paid first class UK post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service[; [or] **OR** .]

### [in the case of pre-paid airmail, 9.00 am on the fifth business Day after posting or at the time recorded by the delivery service[; or **OR** .]]

### [in the case of fax, at the time of transmission.]

## A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

### all references to time are to local time in the place of deemed receipt; and

### if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

## A notice required to be given under this agreement shall not be validly given if sent by email.

## This clause does not apply to the service of any proceedings or other documents in any legal action.

# Entire agreement

## This agreement [and any document referred to in it] constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

## Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## Nothing in this clause shall limit or exclude any liability for fraud.

# Variation

No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

# Counterparts

## This agreement may be executed in any number of counterparts, each of which when executed [and delivered] shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## [No counterpart shall be effective until each party has executed [and delivered] at least one counterpart.]

# Third party rights

No one other than a party to this agreement shall have any right to enforce any of its terms.

# Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

# Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

|  |  |
| --- | --- |
| Executed as a deed by [NAME OF COMPANY] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director **OR** its secretary] | .......................................[SIGNATURE OF FIRST DIRECTOR]Director.......................................[SIGNATURE OF SECOND DIRECTOR OR SECRETARY][Director **OR** Secretary] |
| **OR** |  |
| Executed as a deed by [NAME OF COMPANY] acting by [NAME OF DIRECTOR], a director, in the presence of:.......................................[SIGNATURE OF WITNESS][NAME, ADDRESS [AND OCCUPATION] OF WITNESS]  | .......................................[SIGNATURE OF DIRECTOR]Director  |
| Signed as a deed by [NAME OF EMPLOYEE] in the presence of:.......................................[SIGNATURE OF WITNESS][NAME, ADDRESS [AND OCCUPATION] OF WITNESS]  | ....................................... [SIGNATURE OF EMPLOYEE]  |