**CONTRACT OF EMPLOYMENT**

**THIS AGREEMENT** is dated [DATE]

Between:

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 1 apply in this agreement.

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).

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].

[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 or injury which prevents the Employee from carrying out his duties.

Pre-Contractual Statement**:** any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee's employment under this agreement which is not expressly set out in this agreement [or any documents referred to in it].

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].]

## 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

## 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.

## [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.

# 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.

# 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:

### 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];

### 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 **OR** any Group Company]; and

### 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.

## The Employee shall comply with the Company's anti-corruption and bribery policy and related procedures at all times.

## [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.

## [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.]

# Holidays

## 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 **OR** Wales **OR** Scotland **OR** Northern Ireland] [or days in lieu where the Company requires the Employee to work on a public holiday]]. The Company's holiday year runs between [DATE] and [DATE]. If the Appointment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro-rata basis [rounded up to the nearest [whole **OR** half] day].

## 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 [unless the Employee has been unavoidably prevented from taking such holiday during the relevant leave year because of sickness absence or statutory maternity, paternity or adoption leave].

## 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 9.4] 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 under clause 9.1 for the holiday year in which termination takes place and any untaken days carried forward from the preceding holiday year.

## [If the Company has terminated or would be entitled to terminate the Appointment under clause 12 or if the Employee has terminated the Appointment in breach of this agreement any payment due under clause 9.3 shall be limited to the Employee's statutory entitlement under the Working Time Regulations 1998 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 [calculated at 1/260th of the Employee's [full-time equivalent] salary] for each excess day.

## 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.

## [During any continuous period of absence due to Incapacity [of one month or more] the Employee shall not accrue holiday under this contract and the Employee's entitlement under clause 9.1 for the holiday year in which such absence takes place shall be reduced pro rata save that it shall not fall below the Employee's entitlement under the Working Time Regulations 1998.]

# 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 the Company's sickness absence procedures (as amended from time to time), he shall continue to receive his full salary and contractual benefits during any period of absence due to Incapacity for up to an aggregate of [NUMBER] weeks in any [52]-week period. Such payment shall be inclusive of any statutory sick pay due in accordance with applicable legislation in force at the time of 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, compromise, 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], 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.

## [Pension contributions will continue as normal while the Employee is paid at the full rate in accordance with clause 10.1. 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].

# 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].

# 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 11.

## 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.

# Payment in lieu of notice

## Notwithstanding clause 2, 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 12 and that it will make within [28] days a payment in lieu of notice (Payment in Lieu), or the first instalment of any Payment in Lieu, to the Employee. The 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 2 (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 12.1 in equal monthly instalments until the date on which the notice period referred to at clause 2 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 12.1. Nothing in this clause 12 shall prevent the Company from terminating the Appointment in breach.

## Notwithstanding clause 12.1 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 13. 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 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];]

### [becomes of unsound mind (which includes lacking capacity under the Mental Capacity Act 2005), or a patient under any statute relating to mental health;]

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

### 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 10.1] weeks in any [52]-week period.

## The rights of the Company under clause 13.1 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.

# Obligations on termination

## On termination of the Appointment (however arising) the Employee shall:

### 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 14.1 together with such reasonable evidence of compliance as the Company may request.

## [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.]

# 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 a period of up to [NUMBER] [days **OR** weeks] during any period in which the Company is investigating any disciplinary matter involving the Employee or 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

## [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**

## The Employee is entitled to become a member of the [NAME] Pension 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].]

## A contracting-out certificate is [not] in force in respect of the Appointment.

# 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.]

# Other Benefits

## You are eligible for:

### life assurance which, if you die while employed under this contract, will pay to your chosen dependants a sum equal to [specify number] times your Salary;

### private medical expenses insurance for you[ and your spouse or civil partner][ and your children (if any) under the age of 18 years] with any insurer we may choose from time to time; and

### accident insurance covering you personally.

## [You are also eligible for permanent health insurance cover. However, if any claim made in respect of you under such scheme is accepted in whole or in part, we will, with immediate effect from such acceptance (but only to the extent that it does not prejudice your entitlement under the scheme):

### no longer be under any obligation to pay you any Salary or other amounts payable under this contract or to provide any contractual or other benefits to you;

### be entitled to suspend you from all or any of your duties and appoint a successor to perform all or any such duties instead of you[.][; and]

### [be entitled to terminate any office or appointment which you hold in our organisation, or on our behalf.]]

## Your eligibility for benefits and/or cover under any scheme referred to in the whole of this clause is subject always to the terms and conditions of such scheme from time to time in force and to us being able to secure cover at what we at our absolute discretion consider to be reasonable and standard rates. We have no obligation whatsoever to assist you in relation to any pending or potential claim at any time or to pursue a claim on your behalf. We may change insurer, alter the level of cover, and/or replace or remove any scheme at any time at our sole discretion. A copy of the prevailing policy document for any scheme referred to in this clause is available from [[insert title] OR the Human Resources Department].

## OR

# Other Benefits

## You are also eligible for certain other benefits, as set out in our benefits policy, as amended from time to time, subject to you complying with any qualifying conditions and other requirements. Our benefits policy is available from [the HR department].

## OR

# Other Benefits

## You are not entitled to any benefits other than those set out in this contract.]

# Car Or Car Allowance

## [During the Employment and subject to your holding a full current driving licence, the Company will provide you with a car [of your choice from the list provided by the Company, provided that the monthly leasing payment is not more than £[insert amount] (or such[ higher] amount as the Board may determine from time to time) OR of your choice, provided that its purchase price including car tax, VAT, extras, delivery and other similar charges is not more than £[insert amount][ (such limit to be reviewed by the [Board OR Company] from time to time on an upwards only basis)] OR of a make, model and specification [approved by the Board from time to time OR in accordance with the Company's car policy as amended from time to time]][ for use in the performance of your duties under this Agreement].

## You[ and your spouse or civil partner][ and those members of your immediate family who hold a full current driving licence] will be entitled to use the car for your[ reasonable] private use[ both within and outside the UK][ provided that you maintain a record of the miles travelled in private use and provide it to the Company on request and in accordance with the Company’s car policy as amended from time to time.].

## The Company will pay the whole costs of insuring, testing and taxing any car provided for you pursuant to Clause 10.1 and all maintenance, repair and other running expenses incurred in relation to such car, but excluding:

### any income tax payable by you in respect of the provision of the car as a benefit in kind;

### [the cost of fuel for private use;]

### parking fines or road traffic offence fines which you or any person permitted by you to drive the car incur[; and OR .]

### [any additional insurance premium, which is incurred as a result of your actions (and you agree that the Company has the right to deduct any such additional premium from your Basic Salary).]

## You will be responsible for ensuring that any car provided for you pursuant to Clause 10.1 is at all times in the state and condition required by law and that, where applicable, a test certificate in relation to it is in force and you will produce any such certificate on demand from time to time by the Company. You will at all times procure that the insurance cover[ notified to you] relating to any such car is not[ knowingly] prejudiced or avoided. You will immediately advise the Company in writing in the event that the car is involved in any accident[ or violation of road traffic laws] or incurs a parking ticket or if you are convicted of any offence under the Road Traffic Act 1988, giving full details and providing any further information required by the [Board OR Company].

## On the Termination Date[ or at any other time when requested by the Company[ (on reasonable notice)]][ or at the Company's request, when you are on garden leave in accordance with Clause 24,]you will return the car (together with all its keys, relevant documentation and all equipment supplied with it) in good condition[ (fair wear and tear excepted)] to the Company's principal place of business or as otherwise instructed by the Company.

## OR

## During the Employment the Company will pay to you a car allowance at the rate of £[insert amount] per year (less any tax and statutory deductions), payable in accordance with the provisions for payment of your Basic Salary contained in Clause 8.1[ subject to the Company's car allowance policy from time to time]. For the avoidance of doubt, the car allowance will not form part of your Basic Salary for any purpose and will not be pensionable.

## [In return for the provision of a car allowance, you agree:

### to procure the availability of a suitable age, make and model of car for use by you on the Company's business;

### to ensure that such car is properly taxed and maintained, comprehensively insured, promptly repaired and kept suitably clean for use on the Company's business;

### to ensure that such car at all times complies with the requirements of the Company's car policy for the time being;

### to permit [insert job title] on request at any time to inspect the car and to examine your driving licence and your motor car insurance policy and current certificate of insurance for such car; and

### that you will immediately inform the Company if:

#### while driving in the course of your employment you are involved in any motoring accident or incident potentially giving rise to a claim (whether by you or a third party) or which is otherwise required to be notified to the insurers by the Company under the terms of any insurance policy held by it;

#### your driving licence is endorsed; or

#### you are disqualified from holding a driving licence.]]

# Collective agreements

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

**OR**

The Collective Agreement between [NAME] and [NAME] dated [DATE], a copy of which is available from [POSITION], directly affects the Appointment.]

# 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 e-mail.

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

# Data protection, communications and monitoring

## 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]**[** and**]** its [data protection privacy notice]**[** and its [criminal records information policy]**]**, **[**available from [insert title] OR contained in the Staff Handbook**]**.

## 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**]**.

## You will comply with your obligations under 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)**]**.

## **[**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].**]**

## 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.

# Entire agreement

## This agreement [and any document referred to in it] constitutes the whole agreement between the parties [(and in the case of the Company, as agent for any Group Companies)] and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

## Each party acknowledges that in entering into this agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.

## Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

## Nothing in this agreement 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).]

**OR**

[The Company reserves the express right to make changes to these terms and conditions of employment (whether by agreement or unilaterally, if agreement cannot be reached) where the needs of the business reasonably require the same.  This will not be done without reasonable notice and consultation before changes are decided. The Employee will be notified in writing of confirmation of any change. ]

# [Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed [and delivered], shall be an original, and all the counterparts together shall constitute one and the same instrument].

# Third party rights

No person other than a party to this agreement may enforce any of its terms.

# Governing law and jurisdiction

## 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 **OR** Scotland **OR** Northern Ireland].

## The parties irrevocably agree that the courts of [England and Wales **OR** Scotland **OR** Northern Ireland] shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
| Signed by [NAME OF DIRECTOR]for and on behalf of [NAME OF COMPANY] | .......................................Director |
| Signed by [NAME OF EMPLOYEE] | ....................................... |