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**THIS CONTRACT** is made the << and Year >>

**BETWEEN:**

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

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

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

**“the Board”** the directors of the Company for the time

**“the Commencement Date”** the date of the Contract;

**“Contract”** this Contract;

**“the Group”** the Company and any other company (wherever incorporated) which, at the relevant time, is a holding company (other than the Company) of a member of the Company, and “member of the Group” shall be construed accordingly;

**“Termination Date”** the date on which the employment of the Executive terminates; and

**“Working Day”** any day other than Saturdays, Sundays and public holidays in the United Kingdom.

1.1 Any reference to a provision of the Contract shall be construed as a reference to that provision as for the time being re-enacted or extended.

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.3 This Contract includes any document which the Company is required to disclose under the Access to Information Rights Act 1996, Employment Act 2002 and Working Time Regulations 2003.

**2. Appointment of the Executive**

2.1 The Company will appoint the Executive and the Executive will serve the Company as <<Title>>

2.2 The Executive is required to comply with the Company’s rules, regulations and policies for its employees which are in force.

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2.3 The employment of the Executive under this Contract shall begin on the Commencement Date (and shall (hereinafter provided) continue for a period of <<One Year>> from the Commencement Date (the "Initial Period") and thereafter until terminated in accordance with the provisions of this Contract.

2.4 In accepting his appointment, the Executive is deemed that the Executive has accepted all the terms and conditions set out in this Contract.

3. Duties of the Executive

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

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

3.1.2 at the request of the Board, act as a director of the Company and any subsidiary of the Company with the consent of the Board not to do so;

3.1.3 obey all lawful and reasonable instructions of the Board;

3.1.4 use his best endeavours to promote the interests of the Company or the Group;

3.1.5 keep the Board informed (in writing if so requested) of his conduct in relation to the affairs of the Company or any subsidiary of the Company and such explanations as the Board may require;

3.1.6 not at any time make any public statement which is misleading or deceptive in relation to the Company or the Group;

3.1.7 unless prevented by illness or injury, devote the whole of his working time to his duties and to the furtherance of the interests of the Company and the Group;

3.1.8 conform to such requirements as may from time to time be reasonably required of him by the Board, including that the performance of his duties may require him to work outside the Company's normal hours of business (which shall be to << 6.00 >> pm. There is no entitlement to overtime payment or remuneration for any additional hours worked in excess of his normal hours, as this obligation has already been taken into account by the Company in determining salary levels;

3.1.9 in pursuance of the instructions of the Board, under perform such services for the Company as the Board may from time to time require;

3.1.10 undertake such duties as may be reasonably required of him in the United Kingdom and abroad as may be necessary for the proper performance of his duties;

3.1.11 serve the Company at its principal place of business in the United Kingdom or on a temporary basis at such other place as the Board may from time to time determine. [The Executive shall not be deemed to be employed in the United Kingdom for a continuous period

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of more than  
<<Number of  
consent.]

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

3.1.12 [You may be  
Company's

in the UK [and overseas] on the

3.1.13 [You are re  
duration>>.

ve details e.g. state country and

3.1.14 [You will be

3.1.15 [You will als  
benefits>>.]

<<state additional payments and

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

the continuance of this Contract do  
n of the Board bring the Company  
ute or harm the goodwill or the  
of the Group.

3.3 The Executive shall  
without the previous  
interested, either di  
or occupation which  
interfere with the pr  
any company other  
from the Board.

the continuance of this Contract  
Board engage or be concerned or  
y other trade, profession, business  
ion of the Board would materially  
duties or hold any directorship in  
group without prior written approval

3.4 Nothing contained  
interested in no mo  
securities of any o  
recognised Stock E

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

4. **Remuneration and Benef**

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

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

4.2 The Executive's sal

above shall be:

4.2.1 payable by  
25th >> day

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

4.2.2 deemed to a

nd

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

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

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

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

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

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

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of the Board.

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

during the Executive's employment, on the Executive's remuneration or

4.6 The Company shall Clause 4 either by i

any of its obligations under this member of the Group.

4.7 [You will be entitled insurance/details of

health insurance/permanent health >.]

4.8 [Your entitlement to after the satisfactory

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

4.9 [The organisation re at any time].

your entitlement to these benefits

5. Pension and Benefits

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

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

OR

[If you are eligible, t accordance with the

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

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

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

The scheme is subj the Company may time.]

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

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

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

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

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

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

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

5.5 The Company shall Clause 5 either by i

any of its obligations under this member of the Group.

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insurance notified to the Executive.

**14. Confidentiality**

14.1 The Executive shall

14.1.1 at all times keep confidential any information or transaction of a confidential nature which comes to his knowledge during his employment or in connection with his proper performance or in compliance with his duties hereunder;

14.1.2 during the continuance of his employment to prevent the disclosure of such information;

14.1.3 keep with confidence all such trade secrets and confidential information;

14.1.4 not use or disclose any such trade secrets or confidential information in connection with his duties hereunder or indirectly to any other person.

14.2 The provisions of Clause 15 hereof and shall continue to apply notwithstanding any time limitation but shall not come into the public domain.

14.3 The Executive shall not, without the prior written consent of the Company, otherwise than for the benefit of the Company, disclose to any person:

14.3.1 any notes or memoranda, data or information;

14.3.2 by any other person any information or data relating to any matter of the business of the Company or any member of the Group or the Group's dealings;

14.4 The Executive shall, upon the termination of his employment, use all reasonable endeavours to ensure that any notes, memoranda, data or information referred to in Clause 14.3 above otherwise than for the benefit of the Company, is destroyed or destroyed by the Executive and that the same shall be destroyed or destroyed by the Executive upon the termination of the Executive's employment.

**15. Intellectual Property**

15.1 In this Clause:

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to any person any trade secret, or information, business, affairs, finances or transactions of any member of the Group which is confidential in nature and which has come to his knowledge during his employment or in connection with his proper performance or in compliance with his duties hereunder (whether or not such disclosure is made in the course of his employment or is properly authorised by the Board of Directors or a committee of the Board of competent jurisdiction);

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

to keep with confidence all such trade secrets and confidential information;

to not use or disclose any such trade secrets or confidential information in connection with his duties hereunder or indirectly to any other person.

to continue to apply notwithstanding any time limitation but shall not come into the public domain.

to disclose to any person, without the prior written consent of the Company, otherwise than for the benefit of the Company, any information or data:

to disclose by any other person any information or data relating to any matter of the business of the Company or any member of the Group or the Group's dealings;

to ensure that any notes, memoranda, data or information referred to in Clause 14.3 above otherwise than for the benefit of the Company, is destroyed or destroyed by the Executive and that the same shall be destroyed or destroyed by the Executive upon the termination of the Executive's employment.

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“Design”

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

“Drawing”

ture, photograph, plan or sketch in

“Invention”

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

“Know-how”

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

“Records”

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

“Software”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

patent, registered design or such other protection which the Company may require in relation to such Invention or Design;

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

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

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

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

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

at any time during the period of his employment

15.7.2 on the termination of his employment

on the termination of his employment

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

shall continue to apply after termination of his employment

16. Termination

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

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

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

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

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

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

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

in addition to any other remedy) without prior notice to the Executive or payment in lieu thereof

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

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

16.2.2 is subject to a medical practitioner's opinion that he is physically or mentally incapable of exercising any powers or rights which he would be entitled to exercise

is subject to a medical practitioner's opinion that he is physically or mentally incapable of exercising any powers or rights which he would be entitled to exercise

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

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

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16.2.6 is guilty of c  
employment  
employment  
Board the in  
be prejudice

conduct during the course of his  
nself outside the course of his  
in the reasonable opinion of the  
or any member of the Group might

16.3 Upon termination o  
be paid his salary  
entitled to any othe  
termination.

b-clause 16.2 the Executive shall  
termination, but he shall not be  
ion whatsoever in respect of such

16.4 The Executive's em  
Executive not less  
the Executive giving  
months' written not  
Period.

ated by the Company giving to the  
.g. 3 >> months' written notice or  
s than << Insert number e.g. 3 >>  
y time after the end of the Initial

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

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

16.6 On the termination o

yment for any reason:

16.6.1 the Compan  
thereafter b  
monies whic  
Executive to

deduct from any monies due or  
Company to the Executive any  
thereafter become due from the

16.6.2 any provisio  
termination s

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

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

up to the Company in accordance  
ent, correspondence, records,  
ports, notes, memoranda, data or  
14.3 above and other documents  
her property which may be in his  
n belong to the Company or which  
s of any member of the Group  
pany car, keys, credit cards and  
utive's possession or under the  
ill, if so required by the Company,  
ted with his obligations under this

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17. **Non-Compulsory Retirement**

The Company does not op

t age and therefore you will not be

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compulsorily retired on rea  
voluntarily at any time, p  
terminate your employmen

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

18. **Gardening Leave**

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

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

19. **Consequences of Termin**

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

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

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

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

20. **Amalgamation and Recor**

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

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

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

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

21. **Competition**

21.1 For the purposes of

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“Company”

member of the Group;

“Restricted Period”

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

“Specified Area”

option>>;

“Specified Business”

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

“Specified Capacities”

the following capacities:

A

partner, sole or jointly with any other person;

partner with any other person;

partner for any other person;

partner for any other person;

employee of any other person;

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consultant or adviser to any other person;

director of any company; or

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

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

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

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

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

21.3.1 solicit or endeavour to solicit or engage any person who shall have been a client or customer of the Company during the 12 months preceding the date of the definition of the Restricted Period in clause 21.1;

any person who shall have been a client or customer of the Company during the 12 months preceding the date of the definition of the Restricted Period in clause 21.1;

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

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

21.3.3 employ or contract with any person who within six months prior to the termination of the Executive's employment hereunder was an officer or employee of the Company; or

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

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

any business of the Specified Business.

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

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

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

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

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22. **Staff Handbook and Emp**

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

Company's other policies from time to time in force, including but not limited to the Company's Health and Safety, Fire and Safety Policies.

23. **Notices**

Any notice to be given under this Contract shall be sent through the post addressed to him at his last known place of residence or to the Company, to it as its registered office. Such notice shall be deemed to have been given if the notice was properly addressed to the above address and service.

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

24. **Data Protection**

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

personal data" (as defined in the Data Protection Legislation) and what it does with that personal data, and you shall confirm that you shall at all times comply with all provisions of the Data Protection Legislation imposed on you under the Data Protection Legislation from time to time in force in the United Kingdom [the current versions of the Data Protection Legislation] OR [the current versions of the Data Protection Legislation] "Data Protection Legislation" in force from time to time in the United Kingdom (but not limited to, the UK GDPR and the Data Protection Regulation ((EU) 2016/679) in Great Britain and Wales, Scotland, and Northern Ireland) (the "Data Protection Legislation" (Withdrawal) Act 2018); the Data Protection Act 2018 (and the Data Protection Act 2018) (as amended); and the Privacy and Electronic Communications Regulations 2003 (as amended).

25. **Governing Law**

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

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

26. **Previous Agreements and**

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

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

27. **Severability**

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

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

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

ent jurisdiction then such invalidity or unenforceability of the remaining

28. **Supplemental**

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

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

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**[SCHEDULE 1]**

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

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

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

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

continuous employment began is

**[SCHEDULE 2]**

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

Data Protection Policy and Privacy Notice]

M

**SIGNED** by or on behalf of the party

before written

Signed by <<Name>> for and on behalf of <<Name of Company>>

P

Signed by <<Name of Director>>

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