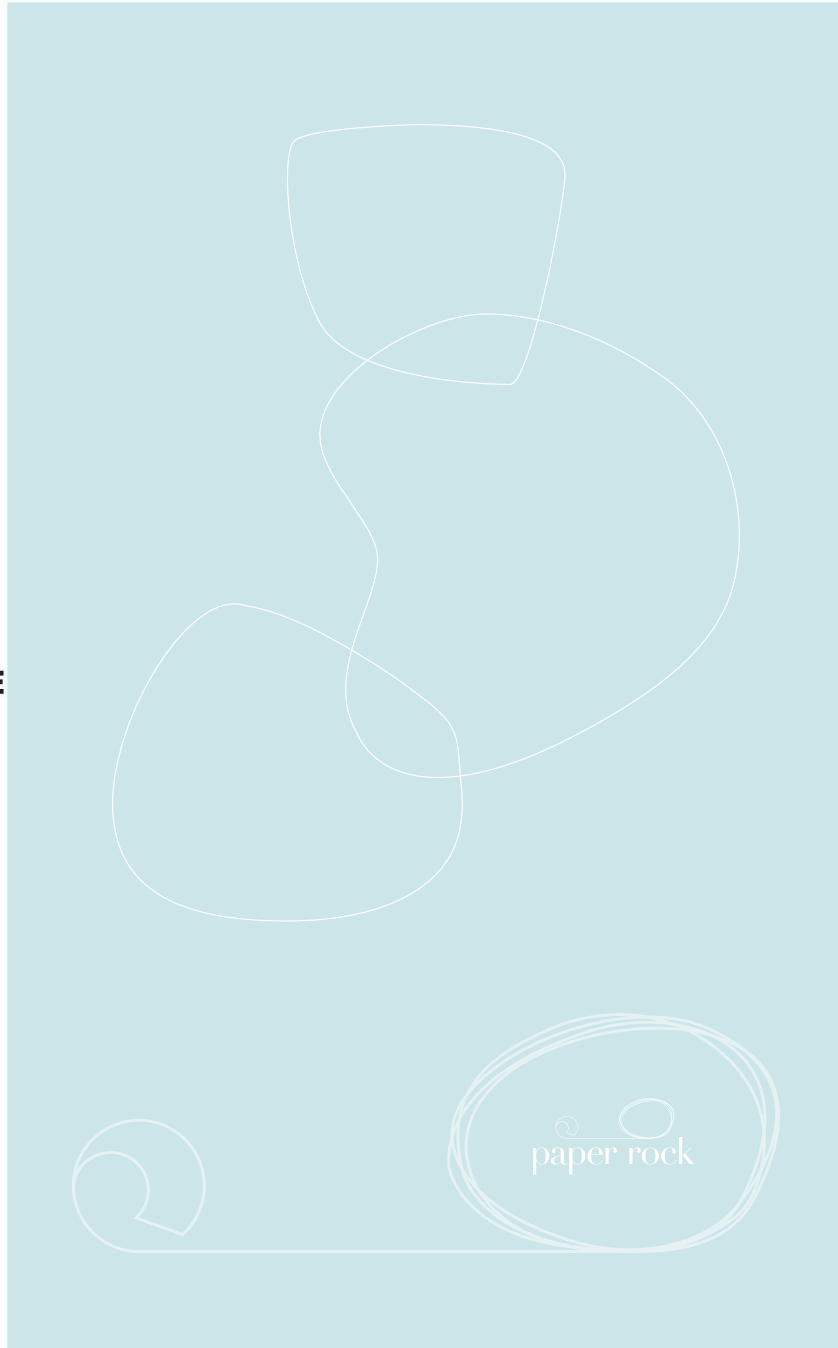


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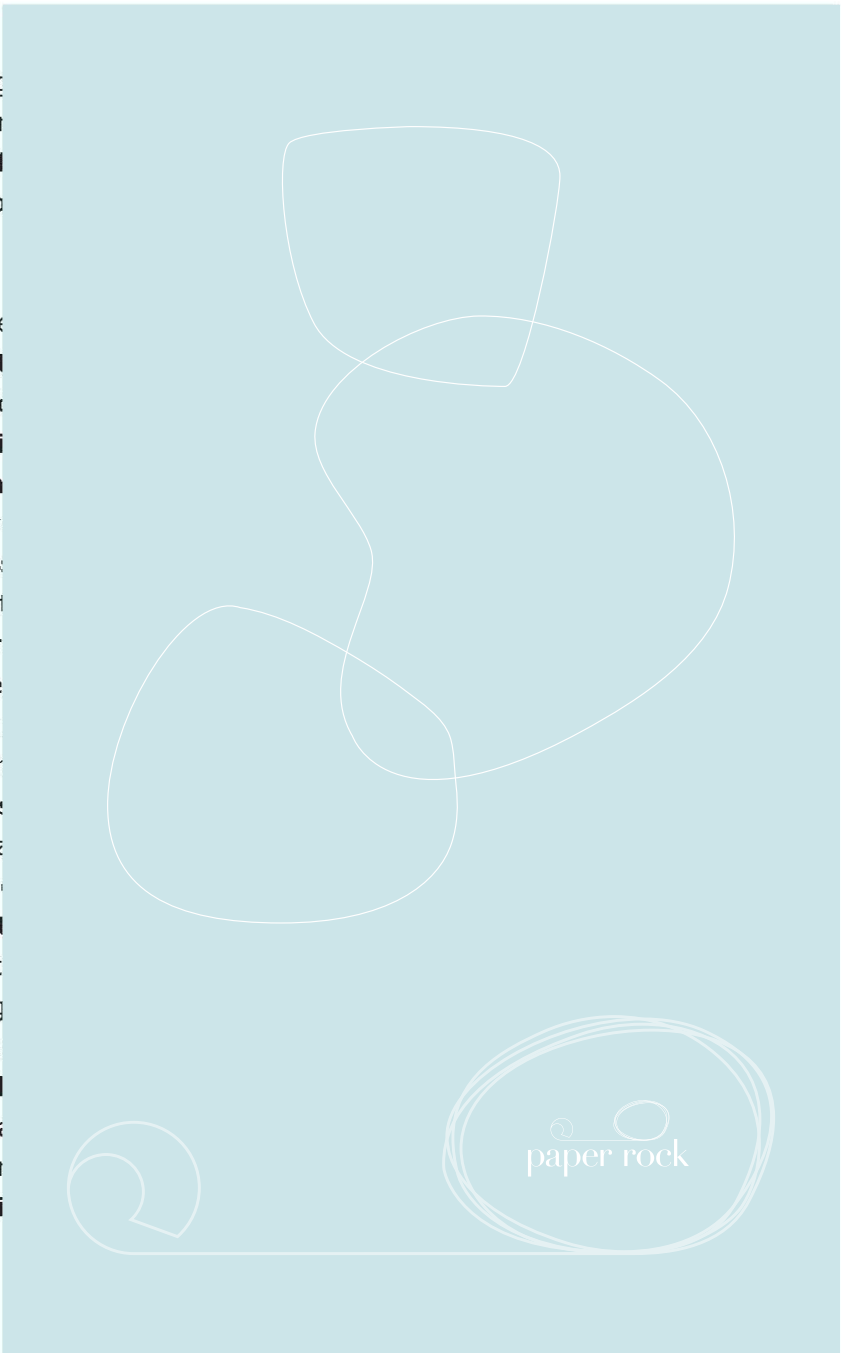
EMPLOYMENT AGREEMENT

**[NAME OF
[EMPLOYEE**



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EMPLOYMENT AGREEMENT

DATED

Between:

- 1. [FULL COMPANY NAME], a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Company**); and
- 2. [INDIVIDUAL]

AGREED TERMS

1 Interpretation

1.1 In this Agreement, the following definitions shall have effect:

Agreed terms.

Appointed.

Board.

Company.

Confidential information.

Group.

Intellectual property.

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Reporting Manager has the meaning set out in Clause 5.2.

1.2 In this Agreement:

- (a) reference to any statute or to any statutory provision includes a reference to any amendment, consolidation, replacement or re-enactment of any such statute or

statutory provision and includes any regulation or other subordinate legislation made from time to time under that statute or statutory provision;

(b) reference to:

(i) the singular includes the plural and vice versa; and

(ii) any gender includes each other gender;

(c) [redacted] ment;

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2.4 The Appointment is conditional upon the Employee being entitled to be lawfully employed by the Company in the UK. The Employee agrees to notify the Company immediately of any change to the Employee's entitlement to work for the Company in the UK, including the cessation of such entitlement. Should the Employee cease or appear in the Company's reasonable belief to have ceased to be entitled to be lawfully employed by the Company in the UK or if the Employee fails to provide upon request documents to demonstrate that the Employee is entitled to be lawfully employed by the Company in the UK, the Company may,

at its absolute discretion, terminate the Appointment without notice and without compensation or payment in lieu of notice.

3 Probation

[EITHER:

3.1 The Appointment is subject to a probationary period of [*Number*] [weeks/months], during which time the Employee's performance and conduct will be appraised and monitored.

3.2 The Appointment is subject to a probationary period of [*Number*] [weeks/months] during the probationary period. In the event of termination of the Appointment during the probationary period, the Employee shall be entitled to the case of

OR:

3.1 No period of probation shall apply.

4 Notice

4.1 Subject to the provisions of this Agreement, the Employee shall give the Company giving to the other party

4.2 The Company shall give the Employee notice in writing, by time and with which the Employee shall be bound to comply with the period referred to in the clause above for the purpose of the

5 Duties

5.1 The Employee shall perform his duties with diligence and in his capacity or in

5.2 The Employee shall report to the Company any matter which may be of importance to the Company as **reporting**

5.3 The Employee shall be bound to observe the confidentiality of the Company's

5.4 The Employee shall

(a)

(b)

(c)

(d)

(e) keep the Company at all times promptly and truly informed (in writing if so requested) of the Employee's conduct and actions and provide such explanations in connection with them as the Company may require;

(f) disclose to the Company all circumstances in respect of which there is, or may be, a conflict of interest between the Employee and the Company or any Group Company or any breach or default of the Employee's obligations under this Agreement; and



(g) comply at all times with the Company's anti-corruption and bribery policy and the Company's other policies, procedures and rules in force from time to time [*including those set out in the Company's Employee Handbook*], copies of which are available on request from the Reporting Manager. None of the policies, procedures and rules referred to in this Clause 5.4(g) form part of this contract of employment.

5.5 The Employee shall not during the Appointment, either on the Employee's own account or for any other person and in any capacity whatsoever, be employed, engaged or concerned in, or provide services to, any person or entity which is engaged in, or provides services to, any business other than that of the Company.

5.6 The Employee shall not during the Appointment, either on the Employee's own account or for any other person and in any capacity whatsoever, be employed, engaged or concerned in, or provide services to, any person or entity which is engaged in, or provides services to, any business other than that of the Company.

6 Training

6.1 The Employee shall, during the Appointment, accept and undertake any training or development which the Company may require of the Employee.

6.2 The Company shall not be obliged to fund any training or development which the Employee or the Company may require of the Employee.

7 Directors

7.1 The Employee shall not, during the Appointment, be a director of any company, partnership or other entity, other than the Company, without the prior written consent of the Company.

7.2 In the event that the Employee is a director of any company, partnership or other entity, the Employee shall, during the Appointment, resign such directorship as soon as possible and shall not exercise any right of appointment or removal of such director.

7.3 The Employee shall, during the Appointment, not exercise any right of appointment or removal of any director of the Company as a director of any company, partnership or other entity, or on behalf of any company, partnership or other entity, or in carrying into effect any such appointment or removal.

8 Place of Work

8.1 The Employee shall work at the Company's principal place of business.

8.2 The Company may, at any time, require the Employee to work at any other place of business of the Company, whether or not such place of business is located within the United Kingdom.

8.3 In addition to the place of business of the Company, the Employee shall, during the Appointment, be available to work at any other place of business of the Company, whether or not such place of business is located within the United Kingdom, as may be required by the Company, on a continuous basis.

9 Hours of Work

9.1 The Employee's normal working hours are [*Time*] am to [*Time*] pm [Monday to Friday] (inclusive), with a lunch break of one hour.

9.2 The Employee agrees to work such additional hours as may be necessary for the proper performance of the Employee's duties and acknowledges that the Employee is not entitled to additional remuneration for any hours worked outside normal working hours.

10 Salary

- 10.1 The Employee's basic salary:
 - (a) is £[Amount] per year;
 - (b) shall accrue day to day; and
 - (c) shall be payable monthly in arrears on or about the [Number] day of each calendar month.

10.2 The Employee's salary is whatsoever the Employee's Company

10.3 At any time the Company shall be entitled to deduct from the salary payable to the Employee which the

10.4 The Employee shall be entitled as a direct result of the above to appropriate income tax and

11 Bonus

11.1 The Company may in any bonus and/or

11.2 Any bonus shall form part of the Employee's

11.3 If the Company in any particular period, the Company may in respect of any

12 Expenses

12.1 The Employee shall be reimbursed for any expense incurred by the Employee in the course of his duties.

12.2 The Employee shall submit receipts in support of any claim.

12.3 Should the Employee use his own car for business purposes, the Employee shall be reimbursed for its use.

13 Mobile

13.1 To assist the Employee during his work hours, the Company will, at its expense, provide the Employee with a mobile telephone for personal and business use.

13.2 The Company shall be liable for any charges incurred by the Employee in connection with the use of the mobile telephone.

14 [Car allowance] [Company car]

EITHER

14.1 If and for so long as the Employee holds a current driving licence, the Company shall pay the Employee a monthly car allowance of £[Amount], subject to deductions for tax and national insurance contributions, for use of the Employee's own car.

14.2 The car allowance:



- (a) shall be paid at the same time as the salary in accordance with Clause 10;
- (b) shall not be treated as part of the Employee's basic salary for any purpose and shall not be pensionable.

14.3 The Company will reimburse the Employee for business miles travelled each calendar month using rates published by Her Majesty's Revenue and Customs from time to time.

OR

14.1 If and for so long as the Employee is employed by the Company shall:

- (a) be employed on a full-time basis;
- (b) be employed on a permanent basis;
- (c) be employed on a comprehensive basis;
- (d) be employed on a basis subject to the terms and conditions of the Company's standard terms and conditions of employment.

14.2 The Employee shall be entitled to the following benefits in accordance with the Company's policy:

- (a) a private medical insurance policy;
- (b) a private dental insurance policy;
- (c) a private health insurance policy;
- (d) a private life insurance policy.

14.3 The Employee shall be entitled to a company car for private use of a [specify make and model] or a similar car.

14.4 If the Employee carries a company car or other vehicle, the Employee shall return to the Company any documents, to the Company for its use.

15 Health

15.1 During the term of this Agreement, the Employee shall be entitled to the following benefits, and in accordance with the Company's policy, including:

- (a) the Employee's spouse and children under the age of 18 also to be members at the Company's expense; and
- (b) [to participate in the Company's permanent health insurance scheme].

15.2 Details of the above policies are available from the Reporting Manager.

15.3 From time to time the Company may, in its absolute discretion, amend, alter or substitute the terms of the above benefits, or replace them wholly, provided that the terms of any



amended, altered or substituted benefits are not less favourable overall.

- 15.4 If any benefits provider (including but not limited to any insurance company) refuses for any reason to provide any of the benefits referred to in Clause 15.1, the Company shall not be liable to provide any such benefits itself, or to pay any compensation in lieu.

16 Pensions

- 16.1 The Company shall comply with its employer pension duties in respect of the Employee in accordance with the applicable law.

(a) The Employee shall contribute to the pension scheme in accordance with the applicable law; and

(b) The Employee shall contribute to the pension scheme in accordance with the applicable law.

17 Holidays

- 17.1 The Employee is entitled to a minimum of 28 days of holiday per annum. The Employee is entitled to a minimum of 28 days of holiday per annum.

- 17.2 The Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year. The Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year. The Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year.

- 17.3 The Employee shall notify the Reporting Manager of any holiday taken in accordance with the applicable law.

(a) The Employee shall notify the Reporting Manager of any holiday taken in accordance with the applicable law.

(b) The Employee shall notify the Reporting Manager of any holiday taken in accordance with the applicable law.

- 17.4 The Employee shall be entitled to a minimum of 28 days of holiday per annum. The Employee shall be entitled to a minimum of 28 days of holiday per annum. The Employee shall be entitled to a minimum of 28 days of holiday per annum.

- 17.5 If either the Employee or the Company has taken fewer days of holiday than the minimum number of days of holiday per annum, the Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year.

- 17.6 On termination of the Employment Agreement, the Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year. The Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year. The Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year.

- 17.7 The Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year. The Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year. The Company shall pay the Employee for any holiday taken when the Employee starts work for that holiday year.

18 Sickness and sick pay

- 18.1 If the Employee is absent from work due to illness, injury or any other medical incapacity, the Employee must notify the Reporting Manager before [10.00] am or as soon as possible on the first day of absence, giving the reasons for absence and its expected duration.

EITHER

18.2 [The Employee must continue to report the Employee's absence and certify such absence in accordance with the Company's sickness policy.]

OR

18.3 [In the case of an absence of continued duration, the Employee must keep the Reporting Manager regularly informed of its expected duration and at least every two working days.

18.4 If the Employee is absent for more than 7 consecutive days (including Saturdays and Sunday), the Employee must produce a certificate for it to be considered as a sickness certificate. The certificate must be

18.5 Immediate medical certificates or a sickness self-certification certificate.

18.6 The Company's doctor or a doctor recommended by the Company, shall examine the Employee and discuss the reasons for the absence.

EITHER

18.7 Subject to the Company's sickness policy, the Employee shall be entitled to the paid statutory sick pay [and to the Company's sick pay], inclusive.

OR

18.8 Subject to the Company's sickness policy, the Employee shall be entitled to the paid statutory sick pay [and to the Company's sick pay], inclusive, for the same period;

(a) full pay;

(b) full pay; and

(c) the Company's sick pay [and to the Company's sick pay].

19 Intellectual Property

19.1 The Employee

(a) hereby assigns absolutely with full title guarantee by way of present assignment of present and future rights all Intellectual Property Rights in any Intellectual Property made, originated or developed by the Employee in the course of the Appointment.

(b) hereby assigns absolutely with full title guarantee by way of present assignment of present and future rights all Intellectual Property Rights in any Intellectual Property made, originated or developed by the Employee in the course of the Appointment.

(c) hereby assigns absolutely with full title guarantee by way of present assignment of present and future rights all Intellectual Property Rights in any Intellectual Property made, originated or developed by the Employee in the course of the Appointment.

19.2 Without prejudice to Clause 19.1, the Employee irrevocably appoints the Company to be the Employee's agent and attorney, in the Employee's name and on the Employee's behalf to execute and/or sign all such instruments, and/or do all such things and generally to use the

Employee's name for the purpose of giving to the Company the full benefit of the provisions of this Clause 19. With respect to any third party, a certificate in writing signed by any director of the Company or the Company Secretary that any instrument or act falls within the authority conferred by this Clause 19.2 shall be conclusive evidence that such is the case.

19.3 Except in the proper performance of the Employee's duties, the Employee shall not disclose any Intellectual Property or any Intellectual Property Rights belonging to the Company until they are published by or with the consent of the Company.

19.4 The right to terminate the Employment Agreement shall not be affected after the termination of the Employment Agreement. The Employee shall represent and warrant that the Employee has not and will not disclose any Confidential Information to any third party.

19.5 References to the Company in this Clause 19 shall include references also to any subsidiary of the Company.

20 Data Protection

20.1 The Company shall comply with the Data Protection Act 1998 in accordance with the Data Protection Policy of the Company.

20.2 The Employee shall comply with the Data Protection policies of the Company in dealing with the Company's data. The Employee shall comply with any other data protection policies relating to any subsidiary of any Group Company.

21 Confidentiality

21.1 During the term of the Employment Agreement, the Employee shall not use or disclose any Confidential Information to any third party.

21.2 Clause 21.1 shall not apply to the disclosure of Confidential Information to any third party (a) in the course of the Employee's duties; or

(b) where the disclosure is necessary for the Employee to perform his or her duties; or

(c) where the disclosure is necessary for the Employee to protect the Employee's interests.

22 Garden Leave

22.1 The Company shall have the right to require the Employee to take garden leave for the whole or part of the term of the Employment Agreement.

22.2 During the period of garden leave, the Employee shall (a) not perform any duties for the Company or any other Group Company; or

(b) be engaged in any other employment or business, or to perform any duties for any other Group Company, or to substitute the then current duties and carry out other duties or special project work instead;

(c) to resign immediately from all offices the Employee may hold in the Company or in any other Group Company;

(d) to return to the Company all documents and other property (including mobile telephone, computer and any car) belonging to the Company and any other Group Company.

Company;

- (e) not to communicate with customers or suppliers of the Company or of any other Group Company; and
- (f) not to communicate with employees or officers of the Company or any other Group Company in relation to the Appointment or the circumstances surrounding its termination save in respect of those individuals whose names are notified to the Employee

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- (e) is convicted of any criminal offence (other than an offence under the road traffic legislation in the UK for which the Employee is not sentenced to any term of imprisonment, whether immediate or suspended);



- (f) becomes bankrupt or makes any arrangement or composition with the Employee's creditors generally;
- (g) becomes prohibited by law from being a director; or
- (h) is unable by reason of illness, injury or any other medical incapacity to perform the Employee's duties under this Agreement for an aggregate period of [*twelve/other number*] weeks in any 52-week period.

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Relevant Period means the period of twelve months immediately preceding the Termination Date.

Restricted Business means those parts of the business of the Company, or of the business of any Group Company, with which the Employee was involved to a material extent in the 24 months before the Termination Date.

Restricted Person means anyone employed or engaged by the Company or any Group

Company 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 Relevant Period in the course of the Appointment.

Termination Date means the date of termination of the Appointment.

28.2 The Employee acknowledges that in the course of the Appointment the Employee will:

- (a)
- (b) hereby develop any business relationships with any Group Companies to which the Employee is seconded or otherwise assigned;
- (c) for other Group Companies, with the Employee, with whom the Employee deals in the course of the Appointment.

28.3 The Employee acknowledges that in the course of the Appointment for whatever reason:

- (a) the Employee is seconded or otherwise assigned to any Group Company in the course of the Appointment; and/or
- (b) the Employee is seconded or otherwise assigned to any Group Company in the course of the Appointment; and/or
- (c) the Employee is seconded or otherwise assigned to any Group Company in the course of the Appointment; and/or

in order to ensure that the Employee is not in breach of any Restricted Business in Clause 28.4 of this Agreement in the course of the Appointment.

28.4 After the Termination Date, the Employee shall not, whether directly or indirectly, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Client or Prospective Client or any Restricted Business in the course of any business which is in competition with any Restricted Business of the Company or any Group Company, whether or not such person would be in breach of contract as a result of such employment or engagement;

- (a) the Employee is seconded or otherwise assigned to any Group Company in the course of the Appointment; and/or
- (b) the Employee is seconded or otherwise assigned to any Group Company in the course of the Appointment; and/or
- (c) the Employee is seconded or otherwise assigned to any Group Company in the course of the Appointment; and/or
- (d) for [6/12] months after the Termination Date, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Client or Prospective Client in the course of any business which is in competition with any Restricted Business; or

(e) at any time after the Termination Date, represent the Employee as connected with the Company or any Group Company in any Capacity, other than as a former employee, or use any registered names or trading names associated with the Company or any Group Company.

28.5 The periods for which the restrictions in this Clause 28 apply shall be reduced by any period that the Employee spends on garden leave immediately before the termination of the Appointment.

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30 Notice:

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and such notice shall be deemed to have been given on the day and at the time of delivery (when delivered personally), or on the second day following that on which it was posted (when posted).

31 General

31.1 There are no collective agreements applicable to the Appointment.

31.2 This Agreement contains a statement of the applicable terms of the Employee's employment

as required by sections 1 and 3 of the Employment Rights Act 1996.

31.3 The Company may make reasonable changes to any of the terms of this Agreement from time to time. Such changes will be notified to the Employee in writing as soon as reasonably practicable and in any event within one month.

31.4 This Agreement sets out the entire agreement between the parties. It supersedes any previous agreement between them in relation to the subject matter of this Agreement.

32 Third parties

32.1 Any Group or Company shall be bound by the terms of this Agreement in accordance with the terms of this Agreement.

32.2 The Company and the Employee shall be bound by the terms of this Agreement or any or all of their respective Group Companies.

32.3 Other than as expressly stated in this Agreement, the Company does not intend that any term of this Agreement shall be subject to the provisions of the Third Parties (Rights of Enforcement) Regulations 2005.

33 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall be deemed to constitute one and the same agreement. This Agreement shall be binding on the parties if each party has signed a copy of this Agreement.

34 Governing law

34.1 This Agreement shall be governed by the law of England and Wales (non-contractual) and shall be governed by the law of England and Wales (contractual).

34.2 The parties agree to submit to the jurisdiction of the courts of England and Wales in connection with this Agreement.

The Company and the Employee have agreed that this Agreement shall be binding on the Company and the Employee.

Official and the



Signed by)
duly authorised for and on behalf of)
[NAME OF EMPLOYER] LIMITED)

Executed as a deed by)
[NAME OF EMPLOYEE])
in the presence

Witness Signature

Witness Name .

Witness Address

Witness Occupation

