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DIRECTOR'S SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made on [Insert day, month, year]

BETWEEN:

[Insert Employer's name and address]
the "Employer"

AND

[Insert Director's name and address]
the "Director"

WHEREBY IT IS AGREED as follows:

1. Definitions

- a) 'The Company' means the Employer.
- b) 'The Board' means the Board of Directors of the company.
- c) 'The Chairman' means the Chairman of the Board of Directors of the company.

2. Interpretation

Reference in this Agreement to the masculine shall include the feminine and any reference to the singular shall include the plural.

3. Period of Service

The employee's period of service commenced on the [Insert day, month, year]. No employment with a previous employer shall count as part of the period of continuous service.

4. Role

The Director will be employed by the Company and will undertake such duties as the Board, or the Chairman may determine from time to time.

5. Place of Work & Relocation

5.1 The Director shall work at the Company's offices at [Insert workplace address] and at such other places as the satisfactory discharge of their duties shall require and shall if required, temporarily assist at any other location operated by the Company now or in the future.

5.2 Where the Company plans to move the Director's work location to another region or country, and such a move would disrupt the Director; the Company will first consult fully with the Director regarding any proposed change in the location of their work. Such consultation shall include the Company seeking to offer the Director the same or similar work closer to their home.

5.3 Where the Director agrees to a substantial change in their location of work, the Company will offer all reasonable support to the Director to enable relocation. Such support can include relocation expenses to cover the cost of travel, accommodation and where required, the settlement of the Director's immediate family.

5.4 Where the Company incurs significant expense in relocating the Director (and where applicable, their immediate family) the Company shall be entitled to seek the repayment of such expenses should the Director leave their employment. Such reimbursement shall be subject to the following sliding scale. Within the first year - 70% of the costs incurred by the Company shall be reimbursed by the Director, within the second year - 50%, within the third year 30%. After the third year, any such requirement to reimburse relocation expenses will expire.

6. Hours of Work

The Director's normal hours of work and the time allowed for lunch or break periods shall be as per Schedule 1. In addition, the Director shall on reasonable prior request by the Chairman be required to work such hours outside his normal working hours, as the Chairman considers necessary to meet the needs of the business with no entitlement to additional payment, unless otherwise agreed. For the avoidance of doubt, the Director shall not be required to work in excess of the working week as set out in the Working Time Regulations 1998 (as amended), unless agreed in writing that this limit should not apply.

7. Probationary Period

7.1 The Director shall work for a trial period of six months, and this shall be the probationary period.

7.2 The employment may be terminated by the Director or the Company on giving [Insert amount of notice, e.g. three months'] notice in writing at any time during or at the immediate end of the probationary period or by payment in lieu of notice.

7.3 If the Company deems it appropriate this probationary period may be extended by giving notice to the Director in writing.

7.4 During the probationary period either party may terminate the contract without notice if the other party is in serious breach of the contract.

8. Salary, Bonuses, Profit Sharing and Stock Options

8.1 The Company shall pay the Director a gross salary of [Insert amount in words and numbers, e.g. £100,000, One Hundred Thousand Pounds] per year. Paid monthly on [Specify day in the month] and subject to review according to a satisfactory assessment as set out in clause 9 below. There is however no contractual entitlement to any increase in the Director's basic salary. Any changes to salary will be notified to the Director in writing.

8.2 Where the Company operates a bonus scheme in respect of this employment, the scheme and any payments made under it are discretionary and do not constitute a contractual term. The Board will meet each year to determine the award to be made for the year, such award to be expressed as a percentage of the Director's current salary. Any payments under the scheme will be distributed in the month of [insert month e.g. June] each year. The Company reserves the right at any time to vary or withdraw the scheme, and the Director will be given a minimum of one month's notice of any such changes.

8.3 Where the Company operates a profit-sharing scheme in respect of this employment, the scheme and any payments made under it are discretionary and do not constitute a contractual term. The Board will meet each year to determine the percentage award to be made based on the Company's profits for the preceding financial year. Any payments under the scheme will be distributed in the month of [insert month e.g. June] each year. The Company reserves the right at any time to vary or withdraw the scheme and the Director will be given a minimum of one month's notice of any such changes.

8.4 The Company reserves the right to provide long-term incentives to the Director in the form of stock option grants and other such incentives as deemed suitable by the Company from time to time. The terms of any long-term incentives are to be agreed between the Director and the Board.

8.5 An itemised pay statement of the Director's earnings and deductions will be given at the time of any payment.

9. Assessments

The Company will assess the Director's performance and goals after the first six months of his employment and then every 12 months thereafter.

10. Deductions

The Company reserves the right to make deductions from the Director's salary as follows:

10.1 Where the Company has overpaid the Director for any reason.

10.2 Where the Company suffers loss by failure of the Director to follow instructions or exercise diligence.

10.3 If the Director causes damage to the Company's property the value of replacement or repair shall be deducted.

10.4 If the Director leaves the Company's employment without giving the required notice the value of the Director's pay for the notice period will be deducted.

10.5 If the Director enters the Company into any contract without authority the value of any loss will be deducted.

10.6 Where the Director leaves the Company any overpayments, advances and holiday pay taken in excess of the Director's pro-rata allowance will be deducted.

11. Expenses & Allowances

11.1 Upon being presented with proof of payment of the Director's expenses incurred by him in performing his duties the Company shall reimburse the amount of these expenses to him at the end of each month. The Company will meet the following expenses:

[Insert list of expenses that will be covered, e.g. travel expenses and accommodation]

11.2 The Company may at its discretion offer the Director further monthly or yearly allowances deemed necessary by the Company to cover additional costs or expenses, including, but not limited to additional vehicle or travel expenses, additional living expenses, physical and/or personal security for both the Director and his family, where deemed necessary, and all such other monthly or yearly allowances deemed necessary by the Company from time to time.

**Sample document – the remaining are clause headings only
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12. Holidays

13. Sickness and Disability

- 14. Pension**
- 15. Conflict of Interest**
- 16. Intellectual Property**
- 17. Notice**
- 18. Restrictive Covenants**
- 19. Policies**
- 20. Grievance Procedure**
- 21. Disciplinary Procedure**
- 22. Retirement**
- 23. Severability**
- 24. Prior Agreements**
- 25. Jurisdiction**

SCHEDULE 1

Director's Working Week:

[Insert normal workplace working week, e.g. Monday] to [Friday]

Director's Hours of Work:

[Insert normal hours of work, e.g. 9am] to [5pm]

Director's Hours of Lunch or Break:

[Insert normal times of lunch or work break, e.g. 1pm] to [2pm]

SIGNED (for and on behalf of):

[Insert company name]

[Insert name of person signing on behalf of the company]

[Insert their position]

Signature: _____

SIGNED by the Director:
[Insert Director's name]

Signature: _____

ADDITIONAL CLAUSE LIBRARY

Conduct and Dress - Office Environment

Organisation Uniform

Organisation Protective Clothing & Equipment

Relationships within the Workplace

Change of Personal Circumstances & Information

Right to Search

Alternative Work / Second Jobs

Intellectual Property Rights

Corporate Entertainment

Gifts and Benefits

GRIEVANCE AND DISCIPLINARY POLICY AND PROCEDURE

1. Purpose and Scope

This policy document applies to your employment at [Insert organisation name and address], the "Organisation" and all other organisation sites that you may be asked to work at from time to time. However, this policy does not form part of your contract of employment.

This policy and procedure apply to all employees, irrespective of their seniority within the Organisation.

GRIEVANCE PROCEDURE

2. Informal Procedure

2.1 An "open door" policy is operated by the employer in respect of all matters concerning an employee's terms and conditions and general welfare. Employees are encouraged to discuss any problems or concerns that they have on an informal basis with their immediate supervisor/manager in a confidential interview. The decision of any interview will remain confidential, (unless there is a risk of personal danger or a criminal offence has occurred).

2.2 Decisions about what to do can be made by the complainant themselves, (if appropriate). If this is not possible or the nature of the complaint makes informal action inappropriate, then the following formal procedures are available to employees.

Formal Procedure

2.3 In the event that the grievance is not resolved by the informal procedure at paragraphs 2.1 and 2.2 above or the complainant is not satisfied with the decision taken by his or her immediate supervisor/manager they must put their grievance in writing and send a copy to their department head and request a meeting.

2.4 A meeting will normally be arranged within 14 working days of the request and the complainant will be entitled to request that he/she be permitted to be accompanied by a work colleague of their choice or trade union representative, or an official employed by the trade union where the complaint is about a duty owed by the employer to the employee. Such a request must be reasonable. The employee's chosen companion will be allowed to address the meeting and put forward the employee's case as well as summing up the employee's case if the employee consents. The companion may also respond on behalf of the employee and confer with them during the meeting. The companion cannot however answer questions on behalf of the employee or prevent the employer from putting their case. The employee must take all reasonable steps to attend the meeting. Consideration will be given to adjourning the meeting if an investigation is necessary first.

2.5 The complainant will be given every opportunity to raise any concerns or queries and agree with the department head how they, the complainant, should be supported during the investigation and in the event that it leads to disciplinary proceedings. The department head will then take brief notes of the discussions with the employee, and these will be sent to [Insert name and position of person to receive notes], the "Note Receiver". The employee will be entitled to a copy of any meeting records or formal minutes, which exist.

2.6 The complainant will be informed of the employer's decision regarding his or her complaint shortly after the meeting. The complainant will also be informed of the right to appeal the decision.

2.7 Any fellow worker who acts as a companion at a disciplinary hearing will be entitled to take paid time off work to prepare for and go to a hearing.

2.8 The grievance procedure may be suspended at any stage if the employer considers that mediation is an appropriate method of resolving the dispute and all the parties involved agree to enter into mediation.

2.9 In the case of the grievance leading to disciplinary proceedings the Note Receiver will notify the respondent, (the person who is the subject of the complaint) that a formal complaint has been made against them and before proceeding with an investigation will decide whether legal advice should be taken, or the police contacted. All parties will be reminded of the requirement to maintain confidentiality.

2.10 The Note Receiver will investigate the complaint or appoint an appropriate member of staff to investigate the complaint and specify the time scale for the investigation and the date by which an investigation report must be prepared and ensure that all parties receive appropriate information regarding the investigation. On the basis of the investigation report the Note Receiver will then determine if a disciplinary hearing will be held against the respondent.

Appeals

2.11 In the event that the grievance remains unresolved, or the complainant is still not satisfied with the outcome they may appeal to [Insert name of person who will hear appeal] within 10 working days. A meeting will normally be arranged within 14 working days of the request and the complainant will be entitled to be accompanied by a work colleague of their choice or trade union representative. The employer will inform the complainant of his decision in writing shortly after the meeting.

DISCIPLINARY PROCEDURE

3. Purpose and Scope

3.1 The employer's policy and procedure on discipline at work applies to all employees. It is intended to set out the procedures for giving warnings in the event of the employee's failure to meet standards set by the employer; including conduct which the employer finds unacceptable, poor attendance or breaches of the terms and conditions of the employee's contract of employment.

3.2 The employer's aim is to encourage improvement in individual conduct. The employer may commence the disciplinary procedure at any stage if the employee's conduct deems it necessary. However, no disciplinary action will be taken until the matter has been fully investigated.

3.3 At every stage the employee will be given the opportunity to hear the case made against them and to state their case. The employee is entitled to make a request to be accompanied by a work colleague of their choice or trade union representative or official employed by the trade union, (such a request must be reasonable) at disciplinary proceedings. Any fellow worker who acts as a companion at a disciplinary hearing will be entitled to take paid time off work to prepare for and go to a hearing. The employee's chosen companion will be allowed to address the hearing, put forward the employee's case and sum up the employee's case provided the employee consents. The companion may also respond on behalf of the employee and confer with them during the hearing. The companion cannot however answer questions on behalf of the employee or prevent the employer from putting their case.

3.4 The employer will set out in writing prior to the hearing, the employee's alleged conduct, characteristics, or other circumstances, which has led to the employer taking disciplinary action against the employee and all relevant evidence relating to the alleged conduct. This will be sent to the employee.

3.5 Where the employer or employee intends to call relevant witnesses, they are required to give advance notice to each other that they intend to do so.

3.6 Employees also have the right to appeal against dismissal or other disciplinary action as set out below at clause 8. The right of appeal will also be notified to the employee in the written statement at paragraph 3.4 above.

Sample document – the remaining are clause headings only
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4. The Procedure

Investigation

Hearing

Oral Warning

Written warning

Final written warning

Dismissal

5. Gross Misconduct

6. Suspension

7. Overlapping Grievance & Disciplinary Cases

8. Appeals

9. Date of Implementation

10. Questions

11. Alteration of this Policy

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