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DIRECTOR'S SERVICE AGREEMENT – FIXED TERM

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert company name], the "employer"

AND

[Insert employee's name], the "employee"

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

Subject to the other provisions of this Agreement, the employee's period of service is for a fixed term starting on *[Insert date]* and ending on *[Insert date]* (the "Expiry Date") and shall continue thereafter unless or until terminated by either party giving the other not less than the required notice period in writing, expiring on or after the "Expiry Date". No employment with a previous employer shall count as part of the period of continuous service.

4. Position

The employee will be employed by the company in the position of *[Insert employee's job title]* and will undertake such duties as the Board or the Chairman may determine from time to time.

5. Place of Work

The employee shall work at the company's offices at *[Insert workplace address]* and at such other places as the satisfactory discharge of his duties shall require and shall if required, temporarily assist at any other office held by the company now or in the future.

6. Hours of Work

The employee's normal hours of work and the time allowed for lunch or break periods shall be as per Schedule 1. In addition the employee 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 employee 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 employee shall work for a trial period of *[Insert length of trial period, e.g. one month]* and this shall be the probationary period. The employment may be terminated by the employee or the company on *[Insert amount of notice, e.g. one week]* notice in writing at any time during or at the immediate end of the probationary period or by payment in lieu of notice. If the company deems it appropriate this probationary period may be extended by giving notice to the employee in writing.

7.2 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

8.1 The company shall pay the employee a gross salary of *[Insert amount in words and numbers, e.g. £100,000, One Hundred Thousand Pounds]* per year paid *[Specify - weekly in arrears/monthly in arrears]* on *[Specify day of the week or day in the month, e.g. Friday of every week/on the 15th day of every 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 employee's basic salary. Any changes to salary will be notified to the employee in writing.

8.2 The company operates a profit sharing scheme in respect of this employment. This 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 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 employee will be given [*insert number of weeks e.g. 4*] weeks notice of any such changes.

8.3 An itemised pay statement of the employee's earnings and deductions will be given at the time of payment.

9. Assessments

The company will assess the employee after the first [*Insert period, e.g. three months*] of his employment and then every [*Insert period, e.g. twelve months*] thereafter.

Sample document – the remaining are clause headings only
Full document contains all clauses

10. Deductions

11. Expenses

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. Severability

23. Prior Agreements

24. Jurisdiction

25. Particulars of Employment

SCHEDULE 1

SCHEDULE 2

AMPLIFICATION OF TERMS OF EMPLOYMENT

REQUIRED INFORMATION

SIGNED (for and on behalf of):

[Insert employer name]

[Insert name of person signing on employer's behalf]

[Insert their position]

Signature: _____

SIGNED by the employee:

[Insert employee's name]

Signature: _____

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