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## **DIRECTOR'S SERVICE AGREEMENT**

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

BETWEEN:

*[Insert company name]*, the "Company"

AND

*[Insert Director's name]*, 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 Director's period of service commenced on the *[insert day]* day of *[insert month]* *[insert 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 *[Insert length of trial period, e.g. one month]* 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. 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.

**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 *[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 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 *[insert number of weeks e.g. 4]* weeks 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 *[insert number of weeks e.g. 4]* weeks 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.

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

## **9. Assessments**

- 10. Deductions**
- 11. Expenses & Allowances**
- 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**
- 26. Particulars of Employment**

**SCHEDULE 1**

**SCHEDULE 2**

**AMPLIFICATION OF TERMS OF EMPLOYMENT**

**REQUIRED INFORMATION**

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. This policy and procedure applies 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 *[Insert number of days, e.g. 7-21]* 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 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 [*Insert name of person to receive notes*] 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** [*Insert name of person to receive notes*] 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 [*Insert name of person to receive notes*] 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 [*Insert number of days, e.g. 5-10*] working days. A meeting will normally be arranged within [*Insert number of days, e.g. 7-14*] 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 employees 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.

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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**

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