

Dear {employee name},

**RE: CONTRACT OF EMPLOYMENT**

It's been great getting to know over the past weeks, and I am delighted to make you an offer of employment. At {company name}, you will be helping us build something great and your contributions will have a lasting impact on the lives of many people.

This letter, which includes the Schedule to it, sets out the formal legal terms relating to your employment with us. These are the headline terms:

|                     |               |
|---------------------|---------------|
| Job title           | X             |
| Start date          | {insert date} |
| Basic salary        | X             |
| Probationary period | X             |
| Notice period       | X             |
| Duties              | X             |

This agreement replaces any other agreements with the same title signed prior to this agreement.

It's important to us to ensure that you get off to a flying start, so please get in touch with us at any time in case of any questions regarding your employment.

Welcome to the team.

Yours sincerely,

{director name}

Signed by {director name}, Director, for and on )  
behalf of {company name}, )  
) \_\_\_\_\_

I hereby agree to these terms and conditions of employment:

Signed by {employee name} )  
)  
) \_\_\_\_\_

Date .....

## SCHEDULE – EMPLOYMENT AGREEMENT

between

{company name}

{company address}

registered under company number {company number}

("we" or "us" or "{company name}" or the "Employer")

and

{employee name}

born on

residing at

("you" or the "Employee")

(together the "Parties")

### 1. Terms and conditions of employment

This Employment Agreement ("**Agreement**") is an integral part to this letter and sets the terms and conditions of your employment with us. It constitutes your principal statement of employment particulars as required by employment law.

### 2. Your employer and start date

We are your Employer and the start date are set out above and shall be the start of your continuous employment with us. No employment with any previous employer or period during which you provided consulting services count as part of your period of continuous employment with us.

### 3. Job title and duties

- 3.1. Your job title is set out at the beginning of this letter. You will faithfully and diligently carry out all of the duties set out above, any other tasks and duties normally associated with this role and, such other duties which we may reasonably require of you from time to time, to the best of your ability. You must be prepared to be flexible in this regard. You will use your best endeavours to promote, protect, develop and extend our interests and our business.
- 3.2. Subject to any agreement between the parties to the contrary, during your employment, you shall devote the whole of your working time, attention and ability to our business.
- 3.3. You shall comply with our rules, regulations and policies at all times. A copy of these will be made available to you and we may, amend, augment or revoke them at any time. We may do this by issuing new versions of those documents or by separate policies. None of our rules, policies or procedures give you any contractual rights. It is, however, a condition of your employment that you comply with the rules, policies and procedures which we establish. Failure to observe and comply with these can lead to disciplinary action being taken and may, in serious cases, lead to dismissal.

### 4. Other employment

- 4.1. You must devote the whole of your time, attention and ability during your working hours to us. You may not, under any circumstances, undertake any other duties of any kind and whether or not remunerated, during your hours of work for us.

- 4.2. During your employment you will not be employed, engaged, interested or concerned in any office or outside business interests (whether paid or unpaid) without our written consent. For the avoidance of doubt, this includes any paid or unpaid consulting services for any company besides us.
- 4.3. You will disclose to us in writing any such offices or outside business interests you may currently have and in the event that we require you to cease the same, you will do so forthwith. For the avoidance of doubt consent will not be given in relation to any activities, offices or business interests which, in our view, are similar to or compete directly or indirectly with our business, or which could, in our view, give rise to a conflict of interest or interfere with the efficient performance of your duties.

## **5. Place and hours of work**

- 5.1. The place of work shall be our offices or any other place within the United Kingdom which we may reasonably require you to work from for the proper performance and exercise of your duties, subject to any remote working policies or agreements with your line manager in place from time to time.
- 5.2. Your normal working hours are between { insert working hours}, {insert working days}}(inclusive), with a one-hour lunch break. Due to the nature of our business, flexibility of working hours is paramount. You will therefore be expected to work such additional hours as the needs of the business dictate, without additional pay unless otherwise agreed with us. Regulation 4(1) of the Working Time Regulations 1998 (the "WTR") provides that a worker's average working time, including overtime, should not exceed 48 hours for each seven-day period (to be averaged over a period of 17 weeks) unless the worker agrees otherwise. In accordance with Regulation 5 of the WTR you agree that Regulation 4(1) of the WTR will not apply to your employment with us. You may at any time give three months' written notice to withdraw your agreement to this.
- 5.3. Depending on the nature of your responsibilities, we may reasonably require you to travel within the UK as well as overseas for the proper fulfilment of your duties, and you agree to do so. Travel and accommodation arrangements as deemed appropriate by us shall be made in such circumstances according to our travel guidelines
- 5.4. If you are required to undertake an assignment of more than four consecutive weeks outside of the United Kingdom, we will discuss the assignment with you and we will only send you on that assignment with your consent.

## **6. Remuneration and benefits**

- 6.1. **Salary:** your basic annual salary on commencement is set out above. The amount set out above is the gross amount which we will pay you per year and is payable monthly in arrears, in equal instalments by direct bank transfer on or about the last day of each calendar month less any statutory and voluntary deductions, in our local currency. We may review your salary from time to time but we make no commitment to increase your salary on review. Any salary rise will be at our sole discretion and will not affect any other terms of your employment. Any increase in salary will not confer any contractual right to future increases. We will not review your salary after notice has been given by either party to terminate your employment.
- 6.2. Further details on these benefits are available to you from your line manager. We may replace, augment or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.

## **7. Pensions**

We will comply with our employer pension duties under applicable legislation. As automatic pension enrolment obligations apply to us, you will be enrolled in our current pension scheme as long as you meet the statutory enrolment criteria. This will involve contributions from you and from us in line with applicable law and the rules of the pension scheme and you authorise us to deduct your contributions from your salary. Full particulars of the terms of the scheme are available on request from us.

## **8. Training**

As we grow, we may offer training from time to time in-house, though at the moment we do not have any formal training programmes that are in place. As and when opportunities for training arise, you may take part in certain of these courses. In the meantime, we may provide you with access to up to 2 online courses per year in topics relevant to your duties to us, subject to approval by your line manager.

## **9. Deductions**

We may deduct from your pay or other payment due to you any money which you may owe to any Group Company. This includes any overpayment of remuneration, loans or other advances and any statutory deductions.

## **10. Expenses**

Subject to such conditions as we may from time to time determine, in addition to the Salary, you will, after review by us, be reimbursed all reasonable expenses properly, wholly, exclusively and necessarily incurred by you performing your duties for us, upon production of receipts or other evidence for them and subject to your compliance with the requirements of our expenses policy at the time in force.

## **11. Holidays**

- 11.1. In addition to the usual public holidays in England, you may take any number of days of paid annual leave. We encourage you to take all the time you need for your wellbeing and act in the best interest of {company name} in exercising this freedom.
- 11.2. Your line manager must approve all holiday requests in writing in advance. You must give four weeks' notice of any holiday which is longer than five working days, and one weeks' notice of any holiday which is longer than two working days.
- 11.3. If either of the parties has served notice to terminate the employment, you are entitled to statutory annual leave and we may require you to take any accrued but unused statutory holiday entitlement during your notice period. We reserve the right to require you to take (or not to take) any outstanding holiday on particular dates, including during your notice period.

## **12. Sick pay**

- 12.1. If you are ill or unable to work for any reason, you must inform us on the first and each subsequent day of such absence as well as inform us of the estimated duration of such incapacity. In doing so, reference is to be made to urgent work.
- 12.2. If you are absent from work for less than three days, you must produce a self-certificate as evidence of your sickness, injury or incapacity.
- 12.3. If you are absent from work for more than three days, you must provide a medical certificate. We may also require a medical certificate from your doctor and/or any doctor(s) nominated by us, confirming that you are fit to return to work after any period of absence. We have the right to postpone your return to work (and the continuance or reinstatement of your normal pay, if appropriate) until our nominated doctor(s) has confirmed you are fit to return.
- 12.4. We reserve the right at any time (whether or not he is incapacitated) to require you to undergo medical examinations at our expense with our nominated doctor. You authorize such doctor to disclose or discuss with us the results of such examinations.
- 12.5. During any period of illness, you may be eligible for Statutory Sick Pay ("**SSP**") in accordance with the SSP scheme, as amended from time to time. Any other Employer sick pay for any period when you are unable to work through injury, sickness or incapacity will be at our discretion. Any Employer sick pay paid to you will be inclusive of any SSP payable. The agreed SSP's 'qualifying days' are Monday to Friday.
- 12.6. Failure to comply with any of these procedures or any policy relating to sickness absence that may be in place from time to time may result in disciplinary action and the withholding of sick pay.
- 12.7. In the event of you sustaining an injury caused by a third party from whom you would be entitled to recover damages in respect of the loss of Salary, we reserve the right to claim a

refund of any Employer sick pay made to you under this clause during absence due to such injury and any payments made in such event shall be regarded as a loan repayable by you upon the receipt of such damages.

**13. Other paid leave**

- 13.1. You may be eligible to take the other types of paid leave, subject to any statutory eligibility requirements or conditions and our rules applicable to each type of leave in force from time to time, including statutory maternity leave, statutory paternity leave, statutory adoption leave, shared parental leave and parental bereavement leave.
- 13.2. Further details of such leave and your pay during such leave are available from your line manager. We may replace, amend or withdraw our policy on any of the above types of leave and pay at any time.

**14. Changes to your terms of employment**

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

**15. Health and safety**

- 15.1. You shall comply fully with health and safety legislation and with the requirements of any Health and Safety Executive or other relevant body, in connection with the physical state and condition of our premises and the equipment in it, and our own conduct of the business of the Group Companies.
- 15.2. You shall report immediately to us any matter which gives or may give rise to a health and safety risk to any person on any Group Company's premises or to a breach of any statutory rule or regulation. Failure to pay proper attention to health and safety matters is a serious disciplinary offence.

**16. Confidential information**

- 16.1. Without prejudice to your duties at common law, you shall not (other than in the proper course of your duties or as required by law or pursuant to an order of a court of competent jurisdiction or with the consent of a director), either during the course of your employment or at any time thereafter, use any Confidential Information, make or use any Copies or disclose any Confidential Information to any person. This restriction does not apply to any Confidential Information which is or comes into the public domain otherwise than through your unauthorised disclosure.
- 16.2. You are responsible for protecting the confidentiality of any Confidential Information. You shall use your best endeavours to prevent the use or communication of any Confidential Information by any person (other than in the proper course of your duties or as required by law or pursuant to an order of a court of competent jurisdiction or with the consent of a director) and inform us without delay on becoming aware, or suspecting, that any such person knows or has used any Confidential Information.
- 16.3. Nothing in this letter shall operate to prevent you making a "protected disclosure" within the meaning of Section 43A of the Employment Rights Act 1996.

**17. Data protection**

- 17.1. You shall comply with the privacy standard when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of ours. You will also comply with our policies in place from time to time relating to the use of our IT and communications equipment, social media, bring your own device to work, or any other relevant policy.
- 17.2. You consents to us and/or any Group Company and its or their duly authorised agents and employees using surveillance equipment and holding and processing both electronically and manually the data (including personal sensitive data and information contained in email, email attachments and other forms of electronic communication) it collects, stores or processes relating to you, for the purposes of the administration and management of our employees and

our business and for compliance with applicable procedures, laws and regulations. It may also be necessary for us and/or any Group Company to forward such data to us or our other offices or to another Group Company for storage and processing, in countries outside the European Economic Area where the standard of legal protection for such data may be lower than in Europe. You consents to us and any Group Company doing so as may be necessary at the time.

- 17.3. To ensure regulatory compliance and for the protection of our workers, clients/customers and business, we reserve the right to monitor, intercept, review and access your telephone, telephone log, internet usage, voicemail, email and other communication facilities provided by us that you may use during your employment. We may use this right of access reasonably, but it is important that you are aware that communications and activities on our equipment or premises and any Group Company cannot be presumed to be private.
- 17.4. Failure to comply with the provisions of this paragraph 17 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

## 18. Termination

- 18.1. **Notice:** Subject to the terms of this letter, either party may terminate your employment giving the other not less than the notice period set out above. Any notice of termination must be given in writing.
- 18.2. **Probation:** Your first period of employment is a probationary period. The length of this period is set out above. Your employment may be terminated during this period on two week's written notice by us to you or vice versa, or (in our case only) by payment in lieu of notice. We may, at our discretion, extend your probationary period by up to a further three months. During your probationary period, your performance and suitability for continued employment with us will be monitored. At the end of the probationary period, you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.
- 18.3. We reserve the right at any time, in our absolute discretion, to terminate your employment by paying you a sum equal to your basic salary for the relevant period of notice. The payment shall consist solely of your basic salary for the period of notice and shall exclude any other entitlements or benefits referable to your employment and shall be subject to deductions for income tax, national insurance and pension contributions (and any other deductions we may be required to make) as appropriate. You agree to accept any such payment in lieu of notice as being in full and final settlement of any claim you may have arising out of this letter.
- 18.4. Nothing in this letter prevents us from terminating your employment summarily (i.e. without notice) or otherwise in the event that you:
- (A) are guilty of any Gross Misconduct affecting the business of any Group Company;
  - (B) commit any serious or repeated breach or non-observance of any of the provisions of this letter, or any of our rules, regulations and policies in place from time to time; refuse or neglect to comply with our reasonable and lawful instructions or requirements;
  - (C) persistently fail to meet standards of your performance set for you by us;
  - (D) are, in our reasonable opinion, negligent and incompetent in the performance of your duties;
  - (E) are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984;
  - (F) are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
  - (G) become of unsound mind (which includes lacking capacity under any law relating to mental health);

- (H) cease to be eligible to work in the United Kingdom;
- (I) if applicable, you lose any professional certification, licence or accreditation (or similar) which is required for you to carry out your duties; or
- (J) you commit any other act which in our reasonable opinion brings or is likely to bring any Group Company into disrepute or is materially adverse to our or their interests.
- (K) is unable to perform your duties under this letter for an aggregate period of 25 weeks in any 52-week period.

18.5. **Garden leave:** Following service of notice to terminate this letter or if you purport to terminate this letter for breach of contract, we may give written notice to place you on garden leave for some or all of your notice period.

During any period of garden leave:

- (A) we are under no obligation to give you any work and may revoke any powers which you hold on behalf of any Group Company;
- (B) you shall continue to receive your basic salary and all contractual benefits in the usual way, subject to the terms of such benefits;
- (C) we may require you to carry out alternative duties or only perform such specific duties as we expressly assign to you. We may require that you carry such duties from home or from our premises, as we decide;
- (D) you shall remain an employee and, accordingly, you shall remain bound by the terms of this letter (and any implied duties such as those of fidelity and good faith);
- (E) you shall keep your line manager informed of your whereabouts and how you can be contacted during the working day (save during holidays, which can be taken in the normal way, subject to the terms of this letter and any applicable policies in place from time to time);
- (F) we may exclude you from our premises; and
- (G) we may require that you do not contact (or attempt to deal with) any director, officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser, potential acquisition target or other business contact of any Group Company.

Where you are placed on garden leave, you may continue to use any property provided to you as a contractual benefit until your employment terminates.

## 19. **Disciplinary and grievance procedures**

- 19.1. Your attention is drawn to the disciplinary rules and procedure, and grievance procedure applicable to your employment, which are available from your line manager. These rules and procedures do not form part of this letter.
- 19.2. If you wish to appeal against a disciplinary decision you may apply in writing to a director in accordance with our disciplinary procedure.
- 19.3. We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.
- 19.4. If you wish to raise a grievance you may apply in writing to a director in accordance with our grievance procedure.

## 20. **Our property**

- 20.1. On the termination of your employment or at any time if requested by us, you must immediately return to us all keys, security passes, passwords, papers, drawings, designs, documents, records, computer disks, computer hardware, computer software, mobile telephones correspondence, records, specifications, models, notes, reports and other documents and any copies thereof and any other property belonging to us or any Group Company or relating to the business or affairs of our or their clients, customers, directors, employees or shareholders



whether in hard copy or in electronic or machine readable form (including, but not limited to keys, credit cards and passes) which are in your possession or under your control, in accordance with our instructions.

- 20.2. All programs and information about our or any Group Company's affairs or the affairs of our or their clients, customers, directors, employees or shareholders held on a computer owned by you shall be deleted on the termination of your employment or on our request, and you will make the computer available for inspection to us at our request to ensure that this has been effectively carried out. If you fail to comply with the requirements of this clause, we elect to:
- (A) deduct from your remuneration and any sums payable to you by us or any Group Company the cost(s) to us or such Group Company of replacing any property of you or any Group Company which has not been returned by you;  
and/or
  - (B) withhold any outstanding payments due to be made to you until the requirements in this clause are met. You will, if so required by us, confirm in written that you have complied with your obligations under this clause.

## 21. Restrictions

- 21.1. In order to safeguard our legitimate business interests and those of each other Group Company and particularly our goodwill and that of each other Group Company in connection with our and their respective customers, suppliers and employees you undertake with us (for ourselves and as trustee for each Group Company) that, and so that each undertaking below shall constitute an entirely separate, severable and independent obligation you will not (except with our prior written) directly or indirectly:
- (A) during your employment or for a period of three months after the Termination Date entice or solicit or endeavour to entice or solicit away from Group Company any Relevant Employee;
  - (B) during your employment or for a period of three months after Termination Date employ or otherwise engage any Relevant Employee;
  - (C) during your employment or for a period of three months after the Termination Date in competition with any Group Company endeavour to supply or solicit the custom of any Relevant Customer in respect of Restricted Services;
  - (D) during your employment or for a period of three months after the Termination Date in competition with any Group Company supply Restricted Services to any Relevant Customer;
  - (E) during your employment or for a period of three months after the Termination Date carry on or be concerned in any Relevant Business within the Relevant Area in competition with the business any Group Company;
- 21.2. For the purposes of this paragraph 21, you are concerned in a business if either:
- (A) you carry it on as principal or agent; or
  - (B) you are a partner, director, shadow director, employee, second, consultant, investor, shareholder or agent in, of or to any person who carries on that business.
- 21.3. However, you may deal in securities listed on any recognised investment exchange (as such term is defined in Section 285 of the Financial Services and Markets Act 2000) provided that such securities amount to less than three per cent. of the issued securities of that class and you control less than three per cent. of the voting rights (if any) attaching to that class.
- 21.4. At any time after your employment with us has terminated, you may not:
- (A) represent yourself as being connected with us or any Group Company;
  - (B) represent that you are interested in our business or are employed by any Group Company; or

- 21.5. You shall not at any time make, directly or indirectly, any untrue, misleading or derogatory oral or written comment concerning our business affairs, officers or employees or those of any Group Company.
- 21.6. You agree to enter into the restrictions in this paragraph 21 in consideration for us agreeing to employ you under this letter.
- 21.7. While the restrictions in this paragraph 21 are considered by you and us to be reasonable in all the circumstances, each of you and we acknowledge and agree that such restrictions may fail for reasons unforeseen and, accordingly, each of you and we agree that if any of the restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of our interests but that they would be valid if part of the wording thereof were deleted and/or if the periods (if any) specified therein were reduced and/or the areas dealt with thereby reduced in scope, the said restrictions shall apply with such modifications as may be necessary to make them valid and effective.

## **22. Intellectual property**

- 22.1. You shall give us full written details of all Inventions and of all Material embodying Intellectual Property Rights made wholly or partially by yourself at any time during the course of your employment. You acknowledge that all rights including without limitation all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and Material shall automatically, on creation, vest in us absolutely. To the extent that they do not vest automatically, you hereby irrevocably and unconditionally assign to us free of all third party rights, claims and encumbrances and, without prejudice to the foregoing, with full title guarantee and where the assignment is of copyright by way of assignment of present and future copyright, all of your right(s), title(s) and interest(s) of whatsoever nature (whether now or hereafter known or created and whether vested or contingent) in and to the Materials and all Inventions (including without limitation all Intellectual Property Rights) for us to hold the same absolutely, throughout the universe, for the full period of such rights wherever subsisting or acquired and all renewals, reversions, revivals and extensions of such rights and thereafter (insofar as is or may become possible) in perpetuity.
- 22.2. You hereby irrevocably and unconditionally waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in paragraph 22.1.
- 22.3. You irrevocably appoint us to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for ourselves or our nominee the full benefit of this paragraph 22. A certificate in writing, signed by any director or the secretary of ours, that any instrument or act falls within the authority conferred in this letter, shall be conclusive evidence that such is the case so far as any third party is concerned.
- 22.4. The provisions of this paragraph 22 will not be affected by the termination of your employment for whatsoever reason and will continue after it ends.

## **23. Warranties**

You warrant to us that:

- (A) by signing this letter or performing any of your obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on yourself, including but not limited to any confidentiality, non-competition or other agreements that restrict or may restrict your employment activities that may affect your ability to devote full time and attention to your duties to us;
- (B) all Material and Inventions you create will be original to yourself and will not infringe the rights (including the Intellectual Property Rights) of any third party;
- (C) you will comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and antic-corruption including but not limited to the Bribery Act 2010.

## **24. Miscellaneous**

- 24.1. Any provision of this letter may be varied by agreement of the parties in writing.
- 24.2. There are no collective agreements which affect the terms and conditions of your employment.
- 24.3. This letter may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 24.4. This letter constitutes the whole agreement between the parties and replaces all previous written or oral agreements between you and us and any Group Company.
- 24.5. No one other than you, us and any Group Company shall have the right to enforce any of the terms of this letter.
- 24.6. You agree to abide by the terms of all Employer's policies, but these do not form part of this letter. To the extent there is any conflict between the terms of this letter and any of the Employer's policies the terms of this letter shall prevail.
- 24.7. This letter shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

## **25. Definitions and interpretation**

- 25.1. In this letter, the following words and expressions have the following meanings:

**"Confidential Information"** means:

- (A) financial information relating to us and any Group Company including (but not limited to) management accounts, sales forecasts, dividend forecasts, profit and loss accounts and balance sheets, order schedules, draft accounts, results and other information regarding the performance or future performance of us or any Group Company;
- (B) client lists and contact lists, details of the terms of business with, the fees and commissions charged to or by and the requirements of clients, prospective clients, buyers, suppliers of ours or any Group Company;
- (C) any information relating to expansion plans, business strategy, marketing plans, and presentations, tenders, projects, joint ventures or acquisitions and developments contemplated, offered or undertaken by us or any Group Company;
- (D) details of the employees, officers and workers of, and consultants of ours or any Group Company and of the remuneration and other benefits paid to them;
- (E) copies or details of and information relating to know-how, research activities, Inventions, creative briefs, ideas, computer programs (whether in source code or object code), secret processes, designs and formulae or other intellectual property undertaken, commissioned or produced by or on behalf of us or any Group Company;
- (F) confidential reports or research commissioned by or provided to us or any Group Company, and any trade secrets and confidential transactions of us or any Group Company;
- (G) key metric information such as details of website page hits, visitors, visits, orders per day, total order volumes, average order size, volumes of goods shipped or held in stock, customer acquisition costs, repeat rates and word of mouth rates;
- (H) details of any marketing, development, pre-selling or other exploitation of any intellectual property or other rights of our or any Group Company, any proposed options or agreements to purchase, license or otherwise exploit any intellectual property of ours or any Group Company, any intellectual property which is under consideration for development by us or any Group Company, any advertising, marketing or promotional campaign which we or any Group Company are to conduct; and
- (I) any information which you ought reasonably to know is confidential and any information which has been given to us or any Group Company in confidence by agents, buyers, consultants, clients, customers, suppliers or other persons.

**"Copies"** means copies or records of any Confidential Information in whatever form;

**"Gross Misconduct"** includes, but is not limited to, the following:

- (A) dishonesty;
- (B) violent, abusive or intimidating conduct;
- (C) harassment, bullying or discrimination of any kind;
- (D) conduct materially adverse to our interests or the interests of any Group Company;
- (E) falsification of records;
- (F) wilful neglect of duty;
- (G) unauthorised use or disclosure of Confidential Information;
- (H) attending work under the influence of alcohol or non-medically prescribed drugs;
- (I) serious and/or persistent insubordination;
- (J) any serious breach of a material term of this letter;
- (K) bankruptcy order made against you or you enter into a voluntary arrangement within the meaning of Section 253 Insolvency Act 1986;
- (L) convicted of any criminal offence (other than a minor motoring offence that does not prevent you from carrying out your duties);
- (M) unauthorised use of software on our computer systems;
- (N) deliberate damage to our property;
- (O) unauthorised access to and/or use of computer programs and/or the Internet and/or breach of the our communications policy;
- (P) breach of Health and Safety rules which endangers the health and safety of others;
- (Q) notwithstanding the provision or expectation of permanent health insurance benefits becomes of unsound mind or a patient for the purposes of any statute relating to mental health;

**“Group Company”** means any of the following persons at any time: (1) us; or (2) any undertaking from time to time which is either our parent undertaking or our subsidiary undertaking; or (3) any subsidiary undertaking of any such parent undertaking, in each case as such expressions are defined in sections 1159, 1161 and 1162 of the Companies Act 2006 and **“Group Companies”** means more than one such undertaking;

**“Intellectual Property Rights”** means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**“Invention”** means any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium;

**“Material(s)”** means all information, methods, techniques, processes, reports, drawings, plans, research, know-how, systems, software, data, confidential information, creative works, business plans, concepts and other material (including but not limited to hard copy and electronic form) produced, developed or created by you (either alone or with others) relating to our business or pertaining to, resulting from or suggested by the work you do for us during the term of your employment;

**“Party”** means a party to this letter;

**“Relevant Area”** means the United Kingdom and any other country, where on the Termination Date, any Group Company conducted the Relevant Business and in which country you were materially concerned or responsible during the six months prior to the Termination Date;

**“Relevant Customer”** means a person who during the period of six months immediately preceding the termination of your employment conducted a business relationship (including the

provision of services and the negotiation for the same) with any Group Company which had an aggregate value of £10,000 or more per annum and with whom you had significant contact as an employee of any Group Company;

“**Relevant Business**” means any business or part of the business, regardless of where or how it is carried on and which involves the supply of Restricted Services;

“**Relevant Employee**” means any person employed by or who renders or rendered services to any Group Company in a Relevant Business during the period of six months before the Termination Date with whom you had dealings during that period and who: (1) has responsibility or influence over Relevant Customers, suppliers, agents, distributors, shareholders, directors or officers; or (2) was engaged in the design, development, sales or marketing of any services provided by any Group Company;

“**Restricted Services**” means any Services with the provision and/or supply of which you were materially concerned, on behalf of any Group Company during the period of six months immediately prior to the Termination Date;

“**SSP**” has the meaning given to the term in paragraph 12; and

“**Termination Date**” means the date of termination of your employment, howsoever caused.

25.2. In this letter, the following rules of interpretation apply:

- (A) any reference to a “**person**” includes an individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, limited partnership, limited liability partnership or limited liability limited partnership (in each case whether or not having separate legal personality);
- (B) any reference to “**this letter**” means this letter, together with any schedules and appendices to it;
- (C) any reference to the “**Schedule**” means the schedule to this letter, which constitutes an integral part of this letter and any reference to a “**paragraph**” is to a paragraph of the Schedule;
- (D) except where expressly provided to the contrary, references to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and shall include the corresponding provisions of any earlier legislation (whether repealed or not) and any orders, regulations, instruments or other subordinate legislation made from time to time under the statute concerned;
- (E) “**£**” is a reference to pounds sterling, the lawful currency for the time being in the United Kingdom;
- (F) headings are for convenience only and do not affect the interpretation of this letter;
- (G) the phrase “**includes**” or “**including**” or any similar phrase shall be construed as meaning “includes without limitation” or “including without limitation”;
- (H) general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class or examples of acts, matters or things;
- (I) if a period of time is specified and dates from a given day or the day of an act or event, such period shall be calculated exclusive of that day; and
- (J) references to “**writing**” or “**written**” include any modes of reproducing words in a legible and non-transitory form but, unless provided expressly otherwise, do not include words stored in or displayed on any electronic device.