



TERMS OF EMPLOYMENT

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1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause **1.1** apply in this agreement.

- **Appointment:** the employment of the Employee by the Company on the terms of this Agreement.
- **Associated Employer:** has the meaning given to it in the Employment Rights Act 1996.
- **Board:** the board of directors of the Company (including any committee of the board duly appointed by it).
- **Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity provided that the Employee may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange).
- **Commencement Date:** the date as stated in Appendix A – A1.
- **Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of any Group Company for the time being confidential to any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of any Group Company or any of their business contacts, including in particular (by way of illustration only and without limitation) business plans, maturing new business opportunities, sales statistics, finances, costs and pricing data, customer and client listings including the names, addresses and contact details of customers and potential customers [**or suppliers and potential suppliers,**] improvements, know-how, marketing strategies and surveys, products, services, profit plans, or any other matter whatsoever connected with the services provided or obtained by the Employee whether such may be in the form of records, files, correspondence, drawings, notes, computer media or in any other form including copies or excerpts.
- **Garden Leave:** any period during which the Company has exercised its rights under Clause 19
- **Group Company:** the Company, any company of which it is a Subsidiary (its holding company) and any Subsidiaries of the Company or of any such holding company.
- **Incapacity:** any sickness or injury that prevents the Employee from carrying out his duties.
- **Intellectual Property Rights:** patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database 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 may now or in the future subsist in any part of the world.
- **Inventions:** inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.
- **Payment in Lieu:** Clause 2.3.
- **Pre-Contractual Statement:** any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Employee's employment under this Agreement which is not expressly set out in this Agreement or any documents referred to in it.
- **Restricted Business:** those parts of the business with which the Employee was involved to a material extent in the 12 months prior to Termination.
- **Restricted Customer:** any firm, company or person with whom the Employee has personally been involved in the course of his employment through the placement of a candidate or through material dealings with a contractor in the 12 months prior to termination.
- **Restricted Period:** the period as set out in Appendix A – A2 after the Termination Date or after the Employee's last day of work, whichever is earlier, less any period that the Employee spends on Garden Leave immediately prior to Termination.
- **Restricted Person:** 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 12 months prior to Termination in the course of his employment.
- **Subsidiary:** in relation to a company (a holding company) means a subsidiary (as defined in s.736 of the Companies Act 1985) and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.
- **Termination:** Clause 18.
- **Working Time Regulations:** the Working Time Regulations 1998.

TERMS OF EMPLOYMENT



- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The schedules to this Agreement form part of (and are incorporated into) this Agreement.

2 TERMS OF APPOINTMENT

- 2.1 The company shall employ the Employee and the Employee shall serve the Company on the terms of this Agreement. The Appointment shall be deemed to have commenced on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other the prior notice in writing as set out in Appendix A – A3.
- 2.2 This appointment is subject to an initial probationary period of **three** months and the Employee's employment may be terminated during this period without notice. The Company may, at its discretion, extend this probationary period for up to a further **three** months. During this probationary period, the Employee's performance and suitability for continued employment will be monitored.
- 2.3 Notwithstanding Clause 2.1, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by paying a sum in lieu of notice ("Payment in Lieu") equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this Agreement during the notice period referred to at Clause 2.1 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall exclude:-
 - 2.3.1 any commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
 - 2.3.2 any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
 - 2.3.3 any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 2.4 The Company may pay any sums due under Clause 2.3 in equal monthly instalments until the date on which the notice period referred to at Clause 2.1 would have expired if notice had been given. The Employee shall be obliged to seek alternative income during this period and to notify the Company of any income so received. The instalment payments shall then be reduced by the amount of such income.
- 2.5 The Employee shall have no right to receive Payment in Lieu unless the Company has exercised its discretion in Clause 2.3. Nothing in this Clause 2 shall prevent the Company from terminating the Appointment in breach.
- 2.6 The Appointment shall terminate automatically on that date that the Employee reaches 65.
- 2.7 The Employee's employment with the Company, which commenced on the date as set out in Appendix A – A4 counts towards the Employees period of continuous employment with the Company.
- 2.8 The Employee warrants that he is entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if he ceases to be so entitled during the Appointment.
- 2.9 The Employee consents to the transfer of his employment under this Agreement to an Associated Employer at any time during the Appointment.

3 DUTIES

- 3.1 The Employee shall serve the Company in the position as stated in Appendix A – A5 or such other role as the Company considers appropriate.
- 3.2 The Employee represents and warrants to the Company that, by entering into this Agreement or performing any of his obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if he is in breach of any such obligations.
- 3.3 During the Appointment the Employee shall:-
 - 3.3.1 unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Company or any other Group Company;
 - 3.3.2 diligently exercise such powers and perform such duties as may from time to time be assigned to him by the Company together with such person or persons as the Company may appoint to act jointly with him.;
 - 3.3.3 comply with all reasonable and lawful directions given to him by the Company;
 - 3.3.4 report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of any Group Company to the Board immediately on becoming aware of it; and
 - 3.3.5 use his best endeavours to promote, protect, develop and extend the business of the Company and any Group company.
- 3.4 Subject to Clause 3.5, during the Appointment the Employee shall not, except as a representative of the Company or with the prior written approval of the Board, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any Capacity in any other business, trade profession or occupation (or the setting up of any business, trade, profession or occupation).
- 3.5 Notwithstanding Clause 3.4, the Employee may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by any Group Company.
- 3.6 The Employee agrees to disclose to the Board any matters relating to his spouse or civil partner (or anyone living as such), children or parents which may, in the reasonable opinion of the Board, be considered to interfere, conflict or compete with the proper performance of the Employee's obligations under this Agreement.

4 PLACE OF WORK

- 4.1 The Employee's normal place of work is as set out in Appendix A – A6 or such other place within a reasonable distance of that location which the Company may reasonably require for the proper performance and exercise of his duties.
- 4.2 The Employee agrees to travel on any Group Company's business (both within the United Kingdom or abroad) as may be required for the proper performance of his duties under the Appointment.

5 HOURS OF WORK

- 5.1 The Employee's normal working hours are as set out in Appendix A – A7 and he may be required to work such additional hours as are necessary for the proper performance of his duties. The Employee acknowledges that he shall not receive further remuneration in respect of such additional hours.
- 5.2 The Employee agrees that his working time in any reference period may exceed forty-eight hours in any seven day period and he agrees to exclude his right to limit his working time to forty-eight hours a week as specified in Regulation 4 of the Working Time Regulations 1998. The Employee must give the Company not less than three months written notice if he wishes to withdraw his agreement.

6 SALARY

- 6.1 The Employee shall be paid the salary as set out in Appendix A – A8 per annum.
- 6.2 The Employee's salary shall accrue from day to day and be payable monthly in arrears on or about the end of each month directly into the Employee's bank or building society.
- 6.3 The Employee's salary shall be reviewed annually. The company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.
- 6.4 The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to any Group Company by the Employee.

7 COMMISSION

- 7.1 The Employee will be notified in writing of any commission arrangements that shall apply to his employment and any such arrangements may, in the Board's absolute discretion, be reviewed **and** one month's written notice shall be given before implementation.
- 7.2 Under any separate commission arrangement applicable to the Employee, commission will only become payable to the Employee once the Company receives a full payment in respect of the sale to which the commission relates. Where income is received via a credit card company then payment is considered received once the Company receives the money from the credit card company.

8 CAR ALLOWANCE

- 8.1 The Employee will be notified in writing of any such car allowance arrangements that shall apply to his employment and any such arrangements may be reviewed quarterly.

9 LIFE ASSURANCE

- 9.1 UK based employees shall be entitled to participate in the Company's life assurance scheme which shall pay to the Employee's dependents a sum equal to two times the Employee's salary if the Employee dies during the appointment. Participation is subject to:-
 - 9.1.1 the terms of the Company's life assurance scheme, as amended from time to time;
 - 9.1.2 the rules or the insurance policy of the relevant insurance provider, as amended from time to time; and
 - 9.1.3 the Employee satisfying the normal underwriting requirements of the relevant insurance provider of the Company's life assurance scheme and the premium being at a rate which the company considers reasonable. Full details of the scheme are available from Human Resources. In order to participate in the scheme, it is the Employee's responsibility to complete and sign the relevant forms.
- 9.2 If the insurance provider refuses for any reason to provide life assurance benefit to the Employee the Company shall not be liable to provide to the Employee any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit.
- 9.3 The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend its life assurance scheme (including the level of the Employee's cover) at any time on reasonable notice to the Employee.

10 EXPENSES

- 10.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of receipts or other appropriate evidence of payment.
- 10.2 In order to claim expenses each month, the Employee must submit to his Director for authorisation, a detailed expense form, with a valid VAT invoice / reception to support each expenses item claimed. The

expenses form submitted should include expenses incurred up to the 15th day of the month and, following Director authorisation, must be submitted to the Accounts department by the 20th day of the month in order to be included in the payroll for that month. Any expenses forms received later than the 21st day of the month will be included in the following month's payroll.

11 HOLIDAYS

- 11.1 The Employee shall be entitled to the amount of paid holiday in each year as set out in Appendix A – A9 together with the usual public holidays in England and Wales. For the purposes of calculating holiday entitlement, each holiday year runs for one calendar year commencing on the anniversary date of the Employee's employment.
- 11.2 In his first year of employment, the Employee will accrue 1/12th of the annual entitlement for each complete month of service in the holiday year.
- 11.3 The company normally closes during the Christmas period. Any days during that period which are not Bank holidays will be counted as part of your annual holiday entitlement so these must be reserved.
- 11.4 Holiday shall be taken at such time or times as shall be approved in advance by the Employee's Line Manager. No more than ten consecutive working days of holiday may be taken at any one time unless prior consent is obtained from a Director. The Employee shall not without the consent of the Board carry forward any accrued and unused holiday entitlement to a subsequent holiday year, nor receive any payment in lieu in respect of such entitlement, save as provided in Clause 12.6.
- 11.5 All holiday requests must be submitted in writing on an appropriate Holiday Booking Form at least two weeks before the intended date that the Employee wishes to take holiday and must be signed by the Employee's Director.
- 11.6 On termination of the Appointment, the Employee shall be entitled to be paid in lieu of accrued but untaken holiday save that, where such termination is pursuant to Clause 19.1 or follows the Employee's resignation in breach of clause 2.1, such accrued but untaken holiday shall be based on the Employee's minimum holiday entitlement under the Working Time Regulations only and not on his entitlement under Clause 12.1. For these purposes any paid holiday that has been taken by the Employee (including any paid holiday on public holidays) shall be deemed first to be statutory paid holiday. The amount of the payment in lieu shall be calculated on the basis that each day of paid holiday is equal to 1/260 of the salary.
- 11.7 If the Employee has taken more holiday than his accrued entitlement at the date of termination of the Appointment, the Company shall be entitled to deduct the appropriate amount from any payments due to the Employee (on the basis that each day of paid holiday is equal to 1/260 of the salary).
- 11.8 If either party has served notice to terminate the Appointment, the Board may require the Employee to take any accrued but unused holiday entitlement during the notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave.

12 INCAPACITY / ABSENCE

- 12.1 Subject to the Employee's compliance with the Company's sickness absence procedures (as amended from time to time), if the Employee is absent from work due to sickness or injury he will be paid Statutory Sick Pay in accordance with applicable legislation in force at the time of absence.
- 12.2 If the Employee is unable to attend work for any reason and his absence has not previously been authorised by the Company he must inform the Company (on the telephone only, not by text message) on the first day of absence and the full reasons for it by 9.00am on each working day of absence until he has provided the Company with a medical certificate.
- 12.3 If the employee is absent from work due to sickness or injury for more than 7 days (including weekends) he must provide the Company with a medical certificate by the 8th day of sickness or injury. Thereafter medical certificates must be provided to the Company to cover any continued absence.

- 12.4 The Employee agrees to consent to medical examinations (at the Company's expense) by a doctor or other health professional nominated by the Company should the Company so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor or other health professional.
- 12.5 If the incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Board of that fact and of any claim, compromise, settlement or judgement made or awarded in connection with it and all relevant particulars that the Board may reasonably require. The Employee shall if required by the Company, refund to the Company that part of any damages or compensation recovered by him relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by him in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.
- 12.6 The Company may terminate the Appointment by giving the notice specified in Clause 2.1 or under Clause 19 even when, as a result of such termination, the Employee would or might forfeit any entitlement to benefit form sick pay under Clause 13.1, save that the Company shall not terminate the Appointment solely on the grounds of the Employee's Incapacity which such an entitlement or benefit would or might be forfeited.

13 PENSION

- 13.1 All UK employees are eligible to participate in the Stakeholder Pension Scheme provided by the Company. If the Employee chooses to join the scheme he must inform the Company of the rate at which he wishes to contribute. These contributions will be deducted from his salary and paid to the pension provider on a monthly basis. Details of the maximum contributions permitted by the Inland Revenue are available from the Human Resources Department. In addition, the Company will contribute an additional 10% of your contribution to the fund.
- 13.2 A contracting-out certificate is not in force in respect of the Appointment.

14 CONFIDENTIAL INFORMATION

- 14.1 The Employee acknowledges that in the course of the Appointment he will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this Clause 15.
- 14.2 The Employee shall not (except in the proper course of his duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- 14.2.1 any use or disclosure authorised by the Board or required by law; or
 - 14.2.2 any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
 - 14.2.3 prevent the Employee from making a protected disclosure within the meaning of s.43A of the Employments Rights Act 1996.

15 INTELLECTUAL PROPERTY

- 15.1 The Employee shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by him at any time during the course of the Appointment which relate to, or are reasonably capable of being used in, the business or any Group Company. The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Company. The Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this Clause 16.1.

- 15.2 The Employee hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he has or will have in any existing or future works referred to in Clause **16.1**.
- 15.3 The Employee hereby irrevocably appoints the Company to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Company or its nominee the benefit of this Clause **16** and acknowledges in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this Clause **16** shall be conclusive evidence that such is the case.

16 DATA PROTECTION

- 16.1 The Employee consents to any Group Company processing data relating to the Employee for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personnel data (as defined in the Data Protection Act 1998) relating to the Employee including, as appropriate:-
- 16.1.1 information about the Employee's physical or mental health or condition in order to monitor sick leave and take decisions as to the Employee's fitness for work;
 - 16.1.2 the Employee's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
 - 16.1.3 information relating to any criminal proceedings in which the Employee has been involved for insurance purposed and in order to comply with legal requirements and obligations to third parties.
- 16.2 The Company may make such information available to any Group Company, those who provide products or services to the Company and any Group Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which the Employee works.
- 16.3 The Employee consents to the transfer of such information to any Group Company's business contacts outside the European Economic Area in order to further their business interests even where the country or territory in question does not maintain adequate data protection standards.

17 MOBILE TELEPHONE, EMAIL, INTERNET USE & MONITORING

- 17.1 The Employee consents to the Company monitoring and recording any use that he makes of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposed. The Employee shall comply with any electronic communication system policies that the Company may issue from time to time.
- 17.2 The Company's email and Internet systems should not be used to engage in any communications that are contrary to Company policy, including but not limited to transmission or downloading of defamatory, obscene, indecent, offensive, racist, harassing or legal information or messages, or messages that disclose personal information, without prior authorisation, whether addressed to persons within the Company or to outside individuals or companies.
- 17.3 If the Employee receives any messages of this type described in Clause **18.2** above he should bring the matter to the attention of a Director immediately and under no circumstances respond to the message prior to discussing it with that Director.
- 17.4 The Company reserves the right to monitor and / or electronically scan emails for obscene, indecent, racist or illegal remarks.
- 17.5 The Company will allow for the occasion and reasonable personal use of email, at times allocated the Company, as long as this does not interfere with the Employee's work.

- 17.6 The Employee is reminded that his emails may be checked by others at work if he is unexpectedly absent or has gone on leave without leaving forwarding arrangements or in order to ensure smooth running of the business in his absence.
- 17.7 The Employee will not use mobile telephones for personal use during office hours. All mobile telephones must either be switched off or be set to silent mode during normal office hours.

18 TERMINATION

- 18.1 Notwithstanding the provisions of Clause **2.1** the Company may terminate the Appointment with immediate effect without notice and with no liability to make any further payments to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:-
- 18.1.1 is guilty of any gross misconduct affecting the business of any Group Company; or
 - 18.1.2 commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company; or
 - 18.1.3 is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his duties; or
 - 18.1.4 is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984; or
 - 18.1.5 is 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); or
 - 18.1.6 becomes of unsound mind or a patient under any statute relating to mental health; or
 - 18.1.7 ceases to be eligible to work in the United Kingdom in accordance with s.8 of the Asylum and Immigration Act 1996; or
 - 18.1.8 is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Board brings or is likely to bring the Employee or any Group Company into disrepute or is materially adverse to the interests of any Group Company; or
 - 18.1.9 is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or
 - 18.1.10 is unable by reason of Incapacity to perform his duties under this Agreement for an aggregate period of **26** weeks in any **52** week period even if, as a result of such termination, the Employee would or might forfeit any entitlement to benefit from sick pay under Clause **13**.
- 18.2 The rights of the Company under Clause **19.1** are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this Agreement by the Employee as having brought the Agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

19 GARDEN LEAVE

- 19.1 Following service of notice to terminate the Appointment by either party, or if the Employee purports to terminate the Appointment in breach of contract, and, if the Board so decides, at any time during the Appointment, the Company may by written notice require the Employee not to perform any services (or to perform only specified services) for the Company or any Group Company until the termination of the Appointment or a specified date. Any period of Garden Leave shall not normally exceed six months.
- 19.2 During any period of Garden Leave, the Company shall be under no obligation to provide any work to, or vest any powers in, the Employee, who shall have no right to perform any services for the Company or any Group Company.

- 19.3 During any period of Garden Leave the Employee shall:-
- 19.3.1 continue to receive his salary and all contractual benefits in the usual way subject to the terms of any benefit arrangement;
 - 19.3.2 remain an employee of the Company and bound by the terms of this Agreement;
 - 19.3.3 not, without the prior consent of his Line Director, attend his place of work or any other premises of the Company or any Group Company;
 - 19.3.4 not, without the prior written consent of his Line Director, contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company; and
 - 19.3.5 (except during any periods taken as holiday in the usual way) ensure that his Line Director knows where he will be and how he can be contacted during each working day and shall comply with any written requests to contact a specified employee of the Company at specified intervals.

20 OBLIGATIONS UPON TERMINATION

- 20.1 On termination of the Appointment or, if earlier, at the start of a period of Garden Leave following the service of notice or purported termination of the Appointment by the Employee, the Employee shall:-
- 20.1.1 immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of any Group Company or their business contacts, any keys, credit card and any other property of the Company or any Group Company including any car, laptop or mobile phone provided to the Employee, which is in his possess or under his control;
 - 20.1.2 irretrievably delete any information relating to the business of any Group Company store on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises; and
 - 20.1.3 provide a signed statement that he has complied fully with his obligations under this Clause **21.1**.
 - 20.1.4 Where the Employee in on Garden Leave he shall be required to return to the Company any property provided to him as a contractual benefit.
- 20.2 On termination of the Appointment however so arising the Employee shall not be entitled to any compensation for the loss of any rights or to any benefits / payments under any commission, share option, bonus, long-term incentive plan or other profit sharing scheme operated by any Group Company in which he may participate.

21 POST-TERMINATION RESTRICTIONS

- 21.1 The Employee agrees and acknowledges that the post termination restrictions at Appendix B shall apply.

22 COLLECTIVE AGREEMENT

- 22.1 There is collective agreement that directly affects the Appointment.

23 DISCIPLINARY AND GRIEVANCE PROCEDURES

- 23.1 The Employee is subject to the Company's disciplinary and grievance procedures, copies of which are available from the Employee's Line Manager. These procedures do not form part of the Employee's contract of Employment.
- 23.2 If the Employee wishes to appeal against a disciplinary decision he may apply in writing to his Line Manager in accordance with the Company's disciplinary procedure.

TERMS OF EMPLOYMENT



23.3 The Company may at any time suspend the Employee during any period in which the company is carrying out a disciplinary investigation into any alleged acts or defaults of the Employee. During any period of suspension the Employee shall continue to receive his salary and contractual benefits.

23.4 If the Employee wishes to raise a grievance, he may apply in writing to his Line Manager in accordance with the Company's grievance procedure.

24 RECONSTRUCTION AND AMALGAMATION

24.1 If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of any Group Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or understanding involved in or resulting from such reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with such termination.

25 NOTICES

25.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Company) its registered office for the time being and (in the case of the Employee) his last known address. Any such notice shall be deemed to have been received:-

25.1.1 if delivered personally, at the time of delivery;

25.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and

25.1.3 in proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of postal authorities as a pre-paid recorded delivery or registered post.

26 ENTIRE AGREEMENT AND PREVIOUS CONTRACTS

26.1 Each party on behalf of itself (and in the case of the Company, as agent for any Group Companies) acknowledges and agrees with the other party (the Company acting on behalf of itself and as agent for each Group Company) that:-

26.1.1 this agreement together with any documents referred to in it constitutes the entire agreement and understanding between the Employee and the Company and any Group Company and supersedes any previous agreement between them relating to the Appointment (which shall be deemed to have been terminated by mutual consent);

26.1.2 in entering into this Agreement neither party nor any Group Company has relied on any Pre-Contractual Statement; and

26.1.3 the only remedy available to each party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and no party shall have any right of action against any other party in respect of any Pre-Contractual Statement.

26.2 Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud.

27 VARIATION

27.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

28 COUNTERPARTS

28.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

TERMS OF EMPLOYMENT



29 THIRD PARTY RIGHTS

29.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Employee and the Company shall have any rights under it. The terms on this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.

30 GOVERNING LAW AND JURISDICTION

30.1 This Agreement shall be governed by and construed in accordance with the Law of England and Wales.

30.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Agreement.