

# Director's Service Agreement uk

Governed by the Companies Act 2006 and the law of England and Wales

## 1. PARTIES AND DATE

This Director's Service Agreement ("Agreement") is made between the Company and the Director named below, on the date set out below.

Date:   
Company:   
Registered Office:   
Company Registration No.:   
Director:   
Address:

## 2. APPOINTMENT AND OFFICE

The Company appoints the Director, and the Director agrees to act, as a director of the Company, subject to the Company's articles of association and to the terms of this Agreement. The Director's appointment as a director is also subject to any requirement for election or re-election by the Company's members in general meeting in accordance with the Company's articles of association and the Companies Act 2006.

Job title:  Start date:   
Reporting to:

## 3. DUTIES

The Director shall perform the duties of the office and such other duties consistent with that office as the board of directors of the Company (the "Board") may reasonably require, and shall comply with the general duties of a director under sections 171 to 177 of the Companies Act 2006, including the duty to act within powers, to promote the success of the Company, to exercise independent judgement, to exercise reasonable care, skill and diligence, and to avoid and disclose conflicts of interest.

Principal duties and areas of responsibility:

## 4. HOURS OF WORK

The Director shall devote such time and attention to the business of the Company as is necessary for the proper performance of the Director's duties, and in any event not less than the hours specified below, save that nothing in this Agreement shall entitle the Director to overtime or additional payment for hours worked beyond those specified.

Normal hours of work:

## 5. REMUNERATION AND BENEFITS

Annual salary: £  Payment frequency:

Bonus/incentive arrangements (if any):

Other benefits (e.g. pension, private medical insurance, company car):

The Company shall deduct income tax and National Insurance contributions from the Director's remuneration as required by law, including under the PAYE system administered by HM Revenue and Customs.

## 6. HOLIDAY ENTITLEMENT

The Director shall be entitled to paid holiday of not less than the statutory minimum under the Working Time Regulations 1998, taken at times agreed with the Board, in addition to public holidays in England and Wales.

Annual holiday entitlement:  Holiday year runs from:

## 7. INCAPACITY

If the Director is absent due to illness or injury, the Director shall notify the Company as soon as reasonably practicable and, where required, provide evidence of incapacity in accordance with statutory requirements. The Director shall be entitled to sick pay on the terms specified below, in addition to any statutory sick pay to which the Director is entitled by law.

Company sick pay terms:

## 8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Director shall not, either during the appointment or at any time after its termination, disclose to any third party or use for any purpose other than the proper performance of the Director's duties any confidential information concerning the business or affairs of the Company, save as required by law or with the Company's prior written consent. All intellectual property created by the Director in the course of the appointment shall belong to the Company, and the Director hereby assigns to the Company all present and future rights in such intellectual property, to the extent not already vested in the Company by operation of law.

## 9. OUTSIDE INTERESTS AND CONFLICTS

The Director shall not, without the prior written consent of the Board, hold any other office, employment, or business interest that conflicts or may conflict with the Director's duties to the Company, and shall promptly disclose to the Board any interest that could reasonably be regarded as giving rise to a conflict of interest, in accordance with sections 175 and 177 of the Companies Act 2006.

## 10. RESTRICTIVE COVENANTS

For the period specified below following termination of the appointment, the Director shall not, without the prior written consent of the Company, solicit or deal with any client or customer of the Company with whom the Director had material dealings in the 12 months before termination, or solicit any senior employee of the Company to leave the Company's employment. These restrictions apply only to the extent reasonably necessary to protect the Company's legitimate business interests; a restriction that goes further than is reasonably necessary may be held void as an unlawful restraint of trade.

Restricted period after termination:

## 11. TERMINATION

This Agreement may be terminated by either party giving written notice of the period specified below, or by the Company summarily and without notice or payment in lieu of notice in the event of gross misconduct or other circumstances justifying summary termination. Termination of this Agreement shall be without prejudice to the Company's right, subject to its articles of association and the Companies Act 2006, to remove the Director from office by ordinary resolution of the members under section 168 of the Companies Act 2006, and the Director acknowledges that such removal does not of itself constitute a breach of this Agreement.

Notice period:

## 12. GENERAL

(a) This Agreement, together with the Company's articles of association, constitutes the entire agreement

between the parties relating to the Director's appointment. (b) No variation of this Agreement shall be effective unless made in writing and signed by both parties. (c) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. (d) This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

### 13. SIGNATURES

Signed by the parties as evidence of their agreement to the terms above.

#### For and on behalf of the Company

Signature:

Date:  Print Name:

Position/Title:

#### Director

Signature:

Date:  Print Name: