

## Essential Terms of Employment for an Executive Director or Senior Manager

Full name and registered office address of the company? If a subsidiary company, will the contact be with the subsidiary or the holding company?

Full name and [personal][service] address of the director

What is the effective date on which the employment began or is to begin?

Will the appointment be subject to a probationary period? If so, what will be the terms of the probation?

Will the contact be subject to any special conditions for example, full driving licence, work permit?

What is the effective date for the purpose of calculating the period of *continuous employment*?

If the employment contract is for a fixed term or for a temporary period, what will be the date of expiry?

Is the appointment subject to a normal retirement age?

Does the appointment carry a title?

Provide a short summary of the duties.

What will be the lines of reporting?

Where will the primary place of working be?

Will the director be required to work from other locations and, if so, for what periods?

Does the company wish to reserve the right to move the director's place of work within the UK or abroad?

Will it be necessary to have the director opt out of the Working Time Regulations?

What is the agreed salary? Will it be paid monthly or over some other period? At what point in the period will payment be made?

Will there be an element of performance related pay? If so, what are the terms?

Will there be any contractual benefits? For instance:

Car policy and motor fuel;

Private medical insurance;

Key man insurance;

Permanent health insurance;

Life insurance;  
Laptop computer and mobile telephone.

Does the company operate a pension scheme over and above the statutory minimum requirements?

Is the employment to be full or part time?

Is there a board manual, staff handbook or other office manual regulating the terms of the employment?

What will be the company's policy on creation of intellectual property in employment?

Will the director be entitled to additional leave beyond the statutory minimum?

What is the calendar start date for the purpose of calculating leave entitlement?

Will the director be entitled to carry forward accrued but untaken leave at the end of the leave year?

Is there a contractual entitlement for leave entitlement to increase with years of service?

Does the company wish to reserve the right to put the director on *garden leave*?

Does the company operate a sick pay policy beyond the statutory minimum? If so, what are the terms?

Will the notice period be in excess of the statutory minimum?

Does the company wish to reserve a contractual right to make a payment in lieu of notice?

Set out the circumstances in which the employment can be terminated summarily.

What post termination restrictive covenants are to apply eg non-competition, non-solicitation and non-dealing?

Does the company have confidential information that it would wish to protect should the director leave employment?

State where the disciplinary and grievance policies may be found

Will the contract be subject to English law or some other jurisdiction?

Will the director have a choice of statutory rights within the EU?

IF YOU NEED ADVICE AND ASSISTANCE IN PRODUCING EMPLOYMENT CONTRACTS FOR ANY OF YOUR SENIOR PEOPLE CONTACT JOHN ON 01732 228808 OR EMAIL [john@dmblaw.co.uk](mailto:john@dmblaw.co.uk)