

Contract of Employment

Incorporating terms and particulars required under Section 1 Employment Rights Act 1996

This Contract is confidential and may not be copied or shown, and the contents may not be communicated to persons other than the Employee's professional advisers, elected representative or trade union.

Schedule

The Company/we/us	Meanbee Limited
Of	30-32 Westgate Buildings, Bath, BA1 1EF
The Employee/you	
Of	
Job Title	
Date of start of this employment	
Employment Termination Date (if applicable)	Not applicable
Place of Work	The Meanbee Office
Normal Hours of Work	36 hours per week
Basic rate of pay	£xx,xxx per annum
Holiday Entitlement	28 days per annum including UK public holidays
Pension	Available on request

Please note that the attached Job Description forms part of this contract.

Your employment is subject to:

- receipt of satisfactory references and evidence of appropriate qualifications and any medical evidence required; and
- you having fully disclosed any criminal convictions other than spent convictions and also any restrictions in respect of your employment imposed by any court order, regulatory prohibition, agreement, or undertaking (including restrictive covenants contained in a contract with a previous employer and whether or not such restrictions cause you to be in breach of contract by entering into this agreement). You understand that a false declaration to this effect is a fundamental breach of contract and may result in your summary dismissal. You undertake to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result of a breach of such obligations.
- you confirming that you are entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if you cease to be so

entitled.

1. Definitions and Interpretation

a. In this Agreement:

Confidential Information	includes (without limitation and whether or not recorded in writing or on computer disk or tape) details of clients, commercial information (including methods of business dealing and business plans), technical information, sales and marketing information, unpublished financial information of all kinds (including pricing policies), details of supply contracts and trade secrets/inventions and discoveries. Confidential Information includes any other information labelled as being confidential or which the Company treats as confidential, which you ought reasonably to know is confidential.
Customer	means any person, firm, company or other organisation who was a customer of the Company during the Relevant Period and with whom you have had personal dealings on behalf of the Company during the Relevant Period;
Employee	Means any salaried person who was employed by the Company and with whom you had personal dealing during the Relevant Period;
Intellectual Property (IP)	Means all patents, trade marks, designs, copyright, inventions discoveries, improvements on or additions to inventions, trade secrets and other confidential information, know-how, trade names and all other intellectual property in any part of the world whether registered registrable or not and including the right to apply for and all applications for any of the foregoing rights and the right to sue for past infringement of any of the foregoing rights.
Relevant Period	Means the period of 12 months (or if you have been employed for a period less than 12 months, that shorter period) ending with the Termination Date;
Restricted Period	Means the period of 6 months following the

	Termination Date;
Termination Date	Means the date on which you will cease to be employed by the Company.
Company Property	Laptop

2. Terms of Appointment

- a. Your employment with the Company started in the date set out in the Schedule.
- b. No employment with a previous employer counts towards your period of continuous employment with the Company.

3. Job Title / Duties

- a. Your job title is set out on the Schedule.
- b. Your duties include those described in the attached Job Description which does not form part of your Contract of Employment.
- c. We may require you to carry out duties other than those specified in the Job Description for the Company without additional pay on either a temporary or permanent basis.
- d. The normal place of work is the Meanbee Office. You will additionally be expected to travel and work away from the normal place of work from time to time, typically visiting customer and prospect sites, the Company being responsible for travel, accommodation and other costs necessarily incurred in accordance with Company travel policies.
- e. Your normal place of work is your home address from time to time, which is currently [EMPLOYEE'S HOME ADDRESS]. You may be required from time to time to visit and work at such other locations and for such times as the Company considers necessary for the proper performance of your duties.
- f. You are required to inform us as soon as possible if you plan to change your home address.
- g. You confirm that you are not in breach of any covenant or agreement in doing work at your home.
- h. During your employment you will not be required to work outside the United Kingdom for any continuous period of more than one month.
- i. During your employment you will:
 - i. comply with all limitations, rules and regulations that we may notify to you from time to time;
 - ii. at all times endeavour to promote the interests and reputation of the Company and devote the whole of your time, attention and abilities to the business of the Company;
 - iii. at all times keep the Company promptly and fully informed (in writing if requested) of your conduct of the business or affairs of the Company and give any explanations required by the Company;
- j. You consent to the Company monitoring and recording any use that you make of the Company's electronic communication systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes.

4. Hours of work

- a. Your normal working hours are as stated in the Schedule. Unless a Director has given you express permission to work different hours or days, you will be expected to work the following core days and hours: Monday to Thursday inclusive 1000 until 1400 hours and Friday 1000 until 1200 hours. Start and finish times of each day, outside of the core hours stated above, are flexible as long as the number of hours stated in the Schedule are met.
- b. We reserve the right to vary from time to time your start and finish times, the number of hours worked on any given day.
- c. You may be required to work such additional hours as are necessary for the proper performance of your duties. You acknowledge that you shall not receive further remuneration in respect of such additional hours.
- d. You are entitled to a rest break of 20 minutes for every six hours that you work. It is your responsibility to ensure you take this rest break.
- e. You agree to comply with all health and safety guidelines and instructions which we may give to you from time to time and complete without delay all health and safety questionnaires that we may send you from time to time.
- f. You agree to comply with our electronic communications systems policy from time to time in force, which is available from a Director.

5. Remuneration

- a. We will pay you monthly in arrears no later than the 4th day of each month by credit transfer to your bank or building society account in the UK.
- b. Your current rate of pay is set out in the Schedule.
- c. Your salary shall be reviewed by a Director annually, the first such review to take place on [DATE]. The Company is under no obligation to award an increase following a salary review. There will be no review of salary after notice has been given by either party to terminate your employment.
- d. We may from time to time introduce bonus, commission or similar schemes. Access to such schemes and their rule are at our discretion. Such schemes may be changed, replaced or terminated without replacement or compensation. In addition any payment under any scheme will be subject to you being employed throughout the relevant period of eligibility and still in employment at the designated payment date and not under notice.
- e. We reserve the right at any time during your employment, or in any event on termination, to deduct from salary any overpayment, including overpayments of your bonus, made and/or monies owed to the Company by you including but not limited to any outstanding training costs, loans, advanced and the cost of repairing any damage or losses to the Company of its property caused by you.

6. Absence from work

- a. If you are absent from work for whatever reason you should contact a Company Director in person on the first day of the absence by your normal start time to explain the reason for your absence and the expected duration of absence if this is known.
- b. If you are absent for any period of 7 consecutive days or more, you must send a Company Director a medical certificate signed by your doctor explaining the reason for the absence. If your absence continues, further medical certificates must be provided to cover the whole period of absence. Provided you comply

with this agreement and the Company's sick pay requirements you will receive Company Sick Pay calculated at your Basic rate of pay for periods of absence due to incapacity of up to 12 weeks' in respect of any absences due to a single illness or accident. Such payment shall be inclusive of any statutory sick pay due in accordance with applicable legislation.

- c.** Company Sick Pay is a discretionary benefit which we reserve the right to withdraw or amend in individual cases at our sole option.
- d.** You agree to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require. You agree 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.
- e.** We reserve the right to terminate your employment regardless of any right that you may have to Company Sick Pay or entitlement to permanent health insurance of any other benefits and without additional compensation for the consequent loss.
- f.** If the absence due to 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, you shall immediately notify the Company of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. You 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 Company may reasonably determine less any costs borne by you 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 you by the Company in respect of the period of incapacity.

7. Holidays

- a.** You are entitled to the working days holiday in each holiday year as shown in the Schedule, accumulating pro rata. Note that your annual entitlement is inclusive of credit for Public Holidays which must be booked in the same way as any other holiday. We reserve the right to require you to take one or more of the Public Holidays as part of your annual holiday entitlement.
- b.** The holiday year is 1st January to 31st December. All entitlement shall be taken at times to be agreed in advance with your manager. Except as set out below you will not be entitled to payment for any unused holiday entitlement.
- c.** You may not take as holiday more than 10 working days consecutively out of your entitlement without prior written consent from a Director.
- d.** If you leave our employment with outstanding holiday entitlement we will pay you a sum representing salary for the number of days' holiday entitlement outstanding. If you leave our employment having taken more than the accumulated holiday entitlement for the current holiday year then we will make a deduction in respect of the excess holiday taken from any final payment to you.
- e.** If either party has served notice to terminate your employment, the Company may require you to take any accrued but unused holiday entitlement during the

notice period.

8. Expenses

- a. We will reimburse all receipted expenses wholly, properly and reasonably incurred in the performance of your duties and which have been authorised in advance.
- b. We shall reimburse all reasonable expenses properly and necessarily incurred by you in the course of your employment, including telephone and broadband internet access charges, subject to production of itemised telephone bills and such other evidence as the Company may require. For the avoidance of doubt we shall not reimburse travel expenses from your home to any of our offices.

9. Pension

- a. There is access to a stakeholder pension scheme upon request.

10. Probationary Period

- a. The first month of the employment will be a probationary period. During this probationary period the homeworking arrangements and your performance and suitability for continued employment will be monitored. If during or at the end of this period the Company considers your performance or conduct has been found to be less than satisfactory, or doubts your suitability for the job, the company may choose to terminate your employment on 1 week's notice or pay in lieu of notice.

11. Termination of employment

- a. The written notice required by us to terminate your employment will be:
 - i. one week's notice if you have been continuously employed for up to 6 months; and then
 - ii. one month's notice if you have been continuously employed for up to 4 years; and then
 - iii. one further week's notice for each completed year of employment up to a maximum of 12 week's notice.
- b. The written notice required by you to terminate your employment will be one month.
- c. Nothing in this Contract prevents us from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act of gross misconduct or gross negligence by you, or if you cease to be eligible to work in the United Kingdom.
- d. The Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying you that the Company is exercising its right under this clause 11 and that it will make within 28 days the first installment of a payment in lieu of notice (Payment in Lieu) to you. This Payment in Lieu will be 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 11(a) (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 not include any element in relation to:

- i. any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
 - ii. any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; and
 - iii. any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- e. The Company may pay any sums due under clause 11(d) in equal monthly instalments until the date on which the notice period referred to at clause 11(a) would have expired if notice had been given. You 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.
- f. You shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 11 (d). Nothing in this clause 12 shall prevent the Company from terminating the Appointment in breach.
- g. Notwithstanding clause 11(d) you shall not be entitled to any Payment in Lieu if the Company would otherwise have been entitled to terminate the Appointment without notice in accordance with clause 11(c). In that case the Company shall also be entitled to recover from you any Payment in Lieu (or instalments thereof) already made.

12. Protection of the Company's Business Interests

- a. You covenant that you will not during the Restricted Period whether on your own account or on behalf of or in conjunction with any person, firm, company, or other organisation in competition with the Company directly or indirectly:
 - i. solicit the business of any Customer;
 - ii. accept the business of any Customer.
- b. You covenant that you will not during the Restricted Period whether on your own account or on behalf of or in conjunction with any other person, firm, company, or other organisation whatsoever directly or indirectly induce or attempt to induce any Employee to leave his or her employment with the Company.

13. Disciplinary and Grievance Procedures

- a. You are subject to the Company's disciplinary and grievance procedures, copies of which are available from a Director. These procedures do not form part of your contract of employment.
- b. If you want to raise a grievance relating to your employment these should be put in writing to a Director in accordance with the Company's grievance procedure.
- c. If you wish to appeal against a disciplinary decision you may apply in writing to a Director in accordance with the Company's disciplinary procedure.
- d. The Company may suspend you from any or all of your duties during any period in which the Company is investigating any disciplinary matter involving you or while any disciplinary procedure against you is outstanding.
- e. During any period of suspension:
 - i. you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
 - ii. you shall remain an employee of the Company and bound by the terms of

this agreement;

- iii. you shall ensure that a Director knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
- iv. the Company may exclude you from your place of work or any other premises of the Company; and
- v. the Company may require you not to 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.

14.IP

- a. All IP in any works or materials created by you either solely or jointly with others, in the course of your duties under this Agreement ("the Works"): (a) shall be owned by the Company and to the extent that the IP in the Works does not automatically vest in the Company you hereby assign with full title guarantee the IP to the Company including by way of assignment of future copyright; and (b) shall be kept confidential by you. You shall promptly disclose the IP in the Works to the Company if the IP is of a significant or inventive nature.
- b. You shall not disclose the subject matter of any inventions discoveries or modifications to inventions or discoveries which may be patentable before the Company has applied for patent protection.

15. Collective Agreements

- a. There is no collective agreement which directly affects your employment.

16. Confidentiality

- a. Other than in the proper course of your employment, you must not either during or at any time after the termination of your employment with the Company use, exploit, or disclose to anyone, or through your negligence or inadvertence allow such use, exploitation, or disclosure of, any Confidential Information of the Company, its clients or suppliers, and shall further not use any such Confidential Information in a manner which may either directly or indirectly cause loss to the Company.
- b. You are responsible for ensuring the security of confidential information in your home. In particular, you undertake to:
 - i. encrypt and/or protect by password any confidential information held on your home computer;
 - ii. lock your computer terminal whenever it is left unattended;
 - iii. ensure any wireless network used is secure;
 - iv. keep all papers containing confidential information in filing cabinets that are locked when not in use; and
 - v. comply with the Company's data protection policy from time to time in force regarding the retention of personal data.

17. Company Property

- a. Upon the termination of your employment with the Company for whatever

reason or otherwise at our request you must immediately return all property belonging to the Company which may be in your possession or under your control. You must also inform us of any computer passwords.

18. Equipment and Insurance

- a.** We shall provide you for your sole business use the following property and equipment (Company Property) for the purpose of carrying out your duties under this agreement:
- b.** For the avoidance of doubt, the Company Property shall remain the property of the Company and you shall not permit use of it by any person other than yourself and authorised representatives of the Company.
- c.** We shall install, service and maintain the Company Property, as necessary, at our own expense. You shall be responsible for any damage to the Company Property which goes beyond ordinary wear and tear. You are required to report to the Company any such damage or malfunction of the Company Property as soon as you become aware of it.
- d.** The Company shall be responsible for taking out and maintaining a valid policy of insurance covering the Company Property against fire, theft, loss and damage throughout your employment.
- e.** You shall not do, cause or permit any act or omission which will invalidate the insurance policy covering the Company Property.

19. Right to Enter

- a.** You consent to the Company's representatives, at reasonable times and on reasonable notice, entering your home address to:
 - i.** install, inspect, replace, repair, maintain or service any Company property during your employment;
 - ii.** carry out health and safety risk assessments of any Company property and your workstation during your employment; and
 - iii.** recover any Company property on or after termination of your employment.

20. Health and Safety

- a.** You are required to observe all health and safety rules as are from time to time publicised or circulated by the Company and to report any practice or malfunction that breaches these rules or poses a health and safety risk to any employee of the Company or any member of the public.

21. Equal Opportunities

- a.** The Company is an equal opportunities employer. Any circumstances of harassment or discrimination on the ground of gender, race or disability will be treated as serious misconduct and depending on the circumstances may lead to dismissal.

22. General

- a.** This Contract replaces any previous terms of employment between you and the Company, whether verbal or written.
- b.** We reserve the right to vary your terms and conditions of employment. Any

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change will be notified to you in writing within one month of such variation.

- c. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The Employee understands the terms and conditions set out in this Contract and accepts the offer.

Director's Signature on behalf of MEANBEE LIMITED

Print Name:

Date:

Employee's Signature

Print Name:

Date:

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[Remember to send Job Description in a separate document]