

IE-EMPcon19

## **Directors service agreement (employment contract)**

**Dated:** [\[Date\]](#)

**Name:** [\[Name\]](#)

# Contents

1. Definitions
  2. Entire understanding
  3. Start and continuity
  4. Job title and job description
  5. Place of work
  6. Hours of work
  7. Salary
  8. Expenses
  9. Annual leave
  10. Sick leave and sick pay
  11. Sickness during annual leave
  12. Other absence
  13. Pension
  14. Work outside Ireland
  15. Health insurance
  16. Liability insurance
  17. Company car
  18. Processing your personal data
  19. Staff handbook and Company policies
  20. Director's responsibilities
  21. Other business or employment
  22. Disciplinary and grievance procedures
  23. Confidentiality
  24. New Intellectual Property
  25. Bribery
  26. Paid absence
  27. Termination of employment
  28. Arrangements during notice period
  29. Summary termination
  30. Procedure after termination
  31. No competition
  32. Reconstruction or Amalgamation
  33. Miscellaneous matters
- 
- |            |                                     |
|------------|-------------------------------------|
| Schedule 1 | Bonus system                        |
| Schedule 2 | Data Protection Act 2018 Compliance |





**4.4.4** comply with all rules or codes of conduct required by any regulatory body in ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

## 5. Place of work

- 5.1. Your normal place of work is our above address but we reserve the right to change .....25.....
- 5.2. You agree to work anywhere in the Republic of Ireland as the Company may ..... .
- 5.3. If the Company requires you to work permanently at a place which necessitates a move from your present .....  
..... .

## 6. Hours of work

- [illegible]

## 7. Salary

- [illegible]

OR

- [illegible]

## 8. Expenses

- 8.1. The Company will reimburse to you all reasonable expenses incurred by you in your work, provided you provide to ■■■■■■ , ■■■■■■ .
- 8.2. The Company reserves the right to change this arrangement so that the expenses you may incur without the permission of the ■■■■■■  
■■■■■■ .
- 8.3. So far as the Company provides credit or debit cards for the purpose of its  
■■■■■■ , ■■■■■■ :
- 8.3.1 keep the card safe at all times;
- 8.3.2 notify the issuing company and the Company if the card is ■■■■ ,  
■■■■■■ ;
- 8.3.3 comply with the terms and conditions ■■■■■■  
;
- 8.3.4 avoid using the card for any service which costs an exorbitant or unreasonable fee or which ■■■■■■  
■■■■■■ .
- 8.4. The Company will re-imburse to you the cost of a subscription to ■■■■■■  
■■■■■■ .

## 9. Annual leave

- [illegible]

.....

.

9.3. [We ask you to agree the dates of your holidays at least 28 days in advance with Managing Director. For our part we will .....].

9.4. At a minimum, you must give us notice of twice as many days as the length of holiday leave you propose to take. (For example, if you ..... , ..... ).

9.5. We may also give you similar notice (or longer notice) of ..... .

9.6. You can take your annual leave only after you have completed three months ..... ( ..... ).

9.7. A day's holiday pay for the purpose of this paragraph is 1/ 260th ..... .

9.8. You may not carry holiday forward from one year to the next. The Company is not allowed ..... .

OR

9.9. You will be entitled to carry over a maximum of [five] days ..... .

9.10. If either of us terminates your employment by notice, then any leave entitlement which will have accrued at the date of termination may be taken as part of the notice period. If at the date of termination, you have taken ..... , ..... .

## 10. Sick leave and sick pay

10.1. Your entitlement to leave for sickness or injury is [ 3 ] ..... .

10.2. If you are unable to come to work for sickness or any injury, you must inform us by contacting [Managing Director] as soon as possible before the time you ..... [ 11 : 00 ..... ]

10.3. You should inform us of the reason for your absence, its likely duration and an approximate time ..... .

- 10.4. Except in an emergency, you are required to inform [ ] .
- 10.5. If your absence continues for a number of days or weeks, you must continue to contact us to keep us informed of your reasons for absence and your expected date of return to work. If ,  
 ,  
 .
- 10.6. You must provide us with a medical certificate. Further medical certificates must be provided to cover any continued absence. The certificate will not be accepted unless it specifies legibly the cause of your absence. A certificate which fails  
  
  
.
- 10.7. You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate (at our expense) and you hereby irrevocably authorise any medical practitioner to disclose to and discuss with [job title] any ,  
  
 ,  
  
  
.
- 10.8. Provided you have complied with the general terms relating to sickness absence referred to above,  
  
  
[ ]  
.

## 11. Sickness during annual leave

- [illegible]

## 12. Other absence

- 12.1. If your .....:
- 12.1.1 maternity,
- 12.1.2 paternity,



- then you should ask [Managing Director etc].

## 13. Pension

13.1. We shall [ ]

[illegible]

## 14. Work outside Ireland

## 15. Health insurance

© Andrew Taylor and Net Lawman Ltd

- [illegible]

## 16. Liability insurance

[illegible]

## 17. Company car

- 17.1. The Company will provide a car for your business .  
 17.2. You must comply with Company car .  
 17.3. When your employment terminates, you agree to return ,  
 17.4. You agree to take good care .  
 17.5. You agree that the final payment

OR

- 17.6. The Company will not provide you with a car. Instead the Company will pay you a monthly car allowance of € [amount] .
- 17.7. Your car allowance will be .
- 17.8. Your car allowance is fully .

## 18. Processing your personal data

To satisfy our legal obligation, we process your personal data according to the provisions of the General Data Protection Regulation (GDPR) of 2018 .  
Article 2 ,  
.

## 19. Staff handbook and Company policies

19.1. You now acknowledge that you have been given a copy of the following policies, which are available on the Company intranet:  
:

19.1.1 health and safety;

19.1.2 equal opportunities and non-harassment;

19.1.3 computers, email, Internet and communications;

19.1.4 company vehicles;

19.1.5 data protection.

19.2. You may not smoke anywhere during working hours. Outside working hours, you may smoke in designated areas, which are marked with signs.  
.

19.3. Insofar as any of these policies imposes an expectation of behaviour on you, you are expected to comply with these expectations.  
.

19.4. You accept the importance for the Company in maintaining and enforcing fully up-to-date and accurate records of all Company data.  
.

## 20. Director's responsibilities

20.1. Whilst ever you are a Director of the Company, you are responsible for:  
:

20.1.1 not do anything that would be in breach of the Company's policies;  
;

- [illegible]

## 21. Other business or employment

- 21.1. You must devote the whole of your [redacted], [redacted]  
[redacted].
- 21.2. You may not under any circumstances do [redacted]  
[redacted]  
[redacted].
- 21.3. You may not do other work (even voluntary work), or [redacted]  
[redacted]  
[redacted]  
[redacted].
- 21.4. You may not take or retain ownership of any interest in any business whether  
or not competitive with the business of [redacted], [redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted] % [redacted].

## 22. Disciplinary and grievance procedures

- [illegible]

## 23. Confidentiality

[illegible]

- [illegible]



## 24. New Intellectual Property

[illegible]

24.2. You now agree that you will:

[illegible]

```
24.2.2 tell the Company ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
      ■■■■■■■■;
```

[illegible][illegible]

24.4. The provisions of this paragraph shall continue indefinitely ■■■■■■■■■■  
 ■■■■■■■■■■  
 ■■■■■■■■■■.

## 25. Bribery

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Company, or to obtain or retain \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_.

## 26. Paid absence

26.1. At any time we may require you \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_.

26.2. You will cease to carry out your duties.

26.3. You will not 





..... ( .....  
);

28.2.2 require you .....  
.....;

28.2.3 require you to remain .....  
......

## 29. Summary termination

The Company is entitled to terminate your employment by summary notice in writing  
.....  
..... . .....  
..... :

29.1. theft, ..... ; .....

29.2. physical violence; or

29.3. serious bullying or harassment; or

29.4. deliberate damage to property; or

29.5. serious insubordination; or

29.6. misuse of the Company's property or name; or

29.7. bringing the Company into disrepute; or

29.8. .....  
.....  
..... .

29.9. .....  
..... ; .....

29.10. .... , .....  
..... ; .....

29.11. serious infringement of health and safety rules; or

29.12. breach of confidentiality; or

29.13. .....  
..... ; .....

29.14. .....  
.....  
..... ; .....



.....  
.....).

30.4. ...., .....  
....., .....  
.....  
......

30.5. ....,  
.....  
.....,  
.....  
......

30.6. ....  
....., .....

## 31. No competition

31.1. ....  
.....,  
......

31.2. ..... [ ..... ] .....  
....., .....  
,  
.....  
.....  
..... [ ..... ] .....  
......

31.3. ....  
.....  
......

31.4. ..... [ ..... ] .....  
....., .....  
.....  
.....  
.....,  
......

31.5. ..... [ ..... ] .....  
.....,  
.....  
..... [ ..... ] .....  
......



[illegible]

**Signed by:**

## Schedule 1: Bonus system

Here explain the system, including:

- to whom it applies
- what triggers the bonus payment
- how the payment is calculated
- when the payment becomes due, and is made

## Schedule 2: Data Protection Act 2018 Compliance

## 1. Definitions

..... , .....  
 .. :

"Act" means the Data Protection Act 2018.

“Directive” ■■■■■■■■■■ ( ■■■■■ ) 2016 / 680 ■■■■■■■■■■  
 ■■■■■■■■■■ 27 ■■■■■  
 2016 ■■■■■■■■■■  
 ■■■■■■■■■■  
 ■■■■■■■■■■  
 ■■■■ , ■■■■ , ■■■■■■■■■■  
 ■■■■■■■■■■ , ■■■■  
 ■■■■■■■■■■ , ■■■■  
 ■■■■■■■■■■ 2008 / 977 / ■■■■ .

"the Data Protection Regulations" ■■■■■■■■ ( ■■■■ ) 2016 / 679 ■■■■■■■■  
 ■■■■■■■■ 27 ■■■■  
 2016 ■■■■■■■■  
 ■■■■■■■■  
 ■■■■■■■■ ,  
 ■■■■■■■■ 95 / 46 / ■■■■ ( ■■■■■■■■  
 ■■■■■■■■ ).

“the Law” means all or any of:

- (a) the Data Protection Regulation,
- (b) the Act,
- (c) the Data Protection Act 1988,
- (d) the Data Protection Act 2003,
- (e) regulations made under the Act,
- (f) Directive.





[illegible]

██████████, "██████████", ██████████  
██████████  
■.

## 2. Data Protection

[illegible][illegible][illegible]

### 3. Legal basis of processing your personal data

3.1.  ,  ,  .  .

3.2.

[REDACTED]

[REDACTED], [REDACTED]

[REDACTED]. [REDACTED], [REDACTED]

[REDACTED]. [REDACTED], [REDACTED]

[REDACTED]

.


#### 4. Change in the legal basis of processing

4.1. 

[illegible][illegible]



## 5. Disclosure and/ or sharing of your personal data

5.1. 

5.2.


[REDACTED]




[REDACTED], [REDACTED].

[REDACTED] . [REDACTED]

[REDACTED]

[REDACTED] .

5.3.  .

5.4.  ,   
 .

[illegible]

## 6. Your access request

**6.1.**

[REDACTED], [REDACTED].

[REDACTED], [REDACTED] [REDACTED] [REDACTED - REDACTED]

[REDACTED].

[illegible][illegible]

## 7. Removal of information

.....  
 ..... , .....  
 .....  
 . ..... , .....  
 .....

## 8. Who handles your data

[illegible][illegible]

## Data Processing Activities

**1. We shall process this basic personal data**

2. [REDACTED]
- [REDACTED]  
[REDACTED]:
- 2.1. satisfy our obligations under this contract;
- 2.2. [REDACTED];
- 2.3. [REDACTED]  
[REDACTED].
- [REDACTED]  
[REDACTED].
- 2.4. [REDACTED] / [REDACTED] / [REDACTED] / [REDACTED] / [REDACTED];
- 2.5. [REDACTED] ([REDACTED]  
[REDACTED]  
[REDACTED]).

[illegible]



### Explanatory notes:

## Directors service agreement (employment contract)

## General notes

1. It is sometimes thought that the office of director makes for a different sort of contract of employment. That is a relic from the days before modern law. Today, the obligations of an employer towards a director are no different from those to any other employee.

[illegible]

2. The following materials contain the main legal sources to which you may wish to refer.

Information pages concerning aspects of employment at:

<http://www.citizensinformation.ie/en/employment/>

For WRC information: <http://www.workplacerelations.ie/en/>

<http://www.irishstatutebook.ie/eli/1994/act/5/enacted/en/html>

<http://www.irishstatutebook.ie/eli/1997/act/20/enacted/en/print.html>

<https://www.gov.ie/en/press-release/3e3b2-all-irish-workers-will-be-entitled-to-sick-pay-for-the-first-time-under-new-law-tanaiste/>

[https://www.workplacerelations.ie/en/what\\_you\\_should\\_know/employer-obligations/transparent-and-predictable-working-conditions/](https://www.workplacerelations.ie/en/what_you_should_know/employer-obligations/transparent-and-predictable-working-conditions/)

## Paragraph specific notes

Notes numbering refers to paragraph numbers.

- ## 1. Definitions

We have no comment.

- ## 2. Entire understanding

This paragraph prevents a party from later saying he was relying on some other document or ■■■■■■■■■■■■■■■■■■■■■■.

### 3. Start and continuity

It may be necessary to calculate the period of employment for any of several reasons. By stating it clearly, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

#### 4. Job title and job description

[illegible]

We advise that for a director it is best to make the job description specific on the question of exact responsibilities but otherwise general. For example, it is not necessary to list all his statutory responsibilities. One area to cover ■■■■■■■■■■  
■■■■■■■■■ - ■■■■■■■■■■  
■.

[illegible]

## 5. Place of work

[illegible]

## 6. Hours of work

The Organisation and Working Time Act 1997 states that the maximum average working week for many employees cannot exceed 48 hours. This does not mean that a working week can never exceed 48 hours, it is the average that is important. The Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations 2001 requires all employers to keep detailed records of start and finishing times, dates, and the names of the employees. The records should be kept for a minimum of 3 years.

## 7. Salary

Necessary provisions. The last enables deductions which would ■■■■■■  
■■■.

## 8. Expenses

We have no comment.

## 9. Annual leave

Annual leave entitlement is governed by the Organisation of Working Time Act 1997.  
The version provided in this contract is the ■■■■■■■■■■ – ■■■■■■■■■■  
■■■■.

[http://www.citizensinformation.ie/en/employment/employment\\_rights\\_and\\_conditions/leave\\_and\\_holidays/annual\\_leave\\_public\\_holidays.html](http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/annual_leave_public_holidays.html)

[https://www.citizensinformation.ie/en/employment/employment\\_rights\\_and\\_conditions/leave\\_and\\_holidays/sick\\_leave.html#:~:text=If%20you%20become%20ill%20during,leave%20at%20a%20later%20date](https://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/sick_leave.html#:~:text=If%20you%20become%20ill%20during,leave%20at%20a%20later%20date).

Good practice is to hand a personal copy to each new employee starter and to maintain a . , , .

[http://www.citizensinformation.ie/en/employment/employment\\_rights\\_and\\_conditions/leave\\_and\\_holidays/](http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/)

[illegible][illegible]

[http://www.citizensinformation.ie/en/money\\_and\\_tax/personal\\_finance/pensions/personal\\_retirement\\_savings\\_accounts.html](http://www.citizensinformation.ie/en/money_and_tax/personal_finance/pensions/personal_retirement_savings_accounts.html)

[illegible]

Self explanatory provisions.











#### 4. Change in the legal basis of processing

You ■■■■■■■■■■ . ■■■■■■■■■■.

## 5. Disclosure and/ or sharing of personal data

You must say who gets to see or use your employee's .

"  ".

## 6. Access to personal data

The Act provides that a data subject has \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

## 7. Removal of information

You should .....  
.....

## 8. Who handles your data

This paragraph sets .....  
.....

In any case, you must \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_.  
\_\_\_\_\_.

## Notes to the Appendix to the Schedule 2

[illegible][illegible]

The purpose of \_\_\_\_\_  
\_\_\_\_\_.

We have given you .....  
.....

[illegible]

[illegible]