

IN-EMPcon21

Unpaid director's service contract

Dated: [Date]

Name: [Name]

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This contract is dated: [date]

We are: [Organisation name] (“[abbreviated Organisation name]”
“ / ”)

Our address is: [Organisation address]

You are: [director name]

Your address is: [director address]

The contract terms are:

1. Definitions

In this agreement:

“Board” means the board of directors of the Organisation.

2. Appointment

2.1. By this agreement you are appointed as a non-executive director of
(Organisation name) []

2.2. You are an independent self-employed contractor.

2.3. The consideration for this agreement is your wish to

2.4. This contract is conditional [] []

3. Entire understanding

3.1. Except as noted below, this agreement contains the entire
understanding between you and

()

3.2. In agreeing this contract we have relied on certain documents and information you have provided to

3.2.1 Your curriculum vitae /
[];

3.2.2 certificates of education showing school and university qualifications and
[] []
;

3.2.3 your statement that you have
[] [].

4. Your work for us

Your contribution as -
:

4.1. attend meetings of the Board at the head office of the
20
[12]
;

4.2. contribute independent
;

4.3. hold office as a member
;

4.4. attend meetings of any committee of
;

4.5. do all in your power to promote develop and extend the business of the
[/ / , ,].

5. Responsibilities as director

You agree that

:

5.1. bring to the attention of _____ ;

5.2. tell the Board about any _____ - _____ ;

5.3. fully comply with both the letter and _____ [_____] ;

5.4. not directly or indirectly receive or obtain any discount, rebate, commission or other _____ (_____), _____ , _____ , _____ ;

5.5. not at any time _____ .

6. Expenses

6.1. The Organisation will reimburse to you all reasonable expenses _____ , _____ , _____ .

6.2. The Organisation reserves the right to change this arrangement so _____ .

6.3. So far as the Organisation provides credit _____ , _____ :

6.3.1 keep the card safe at all times;

6.3.2 notify the issuing Organisation and _____ , _____ ;

6.3.3 comply with

;

6.3.4 avoid using the card for any service

6.4. The Organisation will re-imburse

7. Staff handbook and Organisation policies

7.1. You now acknowledge that you have been given a

,

,

:

7.1.1 health and safety;

7.1.2 equal opportunities and non-harassment;

7.1.3 computers, email, Internet and communications;

7.1.4 Organisation vehicles;

7.1.5 data protection.

7.2. Insofar as any of these policies imposes an expectation of behaviour on you

,

7.3. You accept the importance for the Organisation in maintaining and enforcing fully up-

-

7.4. You may not smoke anywhere during working hours. Outside working hours, you may not

,

8. Confidentiality

This paragraph is very important to our Organisation . You should read it carefully and ask

8.1. In this paragraph, "Confidential Information" means

8.1.1 information about staff,

8.1.2 our businesses, methods

8.1.3 information about suppliers agents distributors and customers;

8.1.4 information about the Intellectual Property

8.2. "Intellectual Property" means "Intellectual Property" as defined in

8.2.1 Intellectual Property

8.2.2 patents, trademarks, unregistered marks, designs, copyrights,

8.3. You now promise that you will:

8.3.1 keep all records of Confidential Information only at

(
);

8.3.2

8.4. You now promise that you will not :

8.4.1

(

)

8.4.2

8.4.3

8.5. This paragraph does not apply to disclosure:

8.5.1

8.5.2

8.5.3

8.6.

[5]

9. New Intellectual Property

9.1.

9.2. You now agree that you will:

9.2.1

9.2.2

9.2.3

9.3.

9.4.

10. Termination

10.1.

[]

10.2.

11. Procedure after termination

11.1.

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11.1.1

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11.1.2

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11.1.3

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11.1.4

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11.1.5

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11.1.6

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11.1.7

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11.2.

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11.3.

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.

12. No competition

12.1.

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12.2.

,

,

,

12.3.

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12.4.

,

,

,

12.5.

12.6.

12.7.

13. Data protection

14. Miscellaneous matters

14.1.

14.2.

14.3.

14.4.

[72]

[24]

14.5.

14.6.

Signed by [name] for [the Organisation]

Signed by you to confirm you agree to all the terms:

Witness to your signature:

Name:

Address:

Explanatory notes

Unpaid director's service contract

General notes

1. This document is drawn using the word "Organisation" as the employer. However, you may safely use your word processor to search and replace "Organisation" by "Charity", " " , " " ,
.
2. Because this is not a contract of employment, the director is working for you as a charitable act. That means it is up to you to decide how strongly you wish to protect the interests of th charity. You may decide to delete
.

Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

We have no comment

2. Appointment

In law, there must be something of value given and received by each party to a contract. That is "consideration". If there is no consideration, there is no legal contract, so anything said or written is not binding in law. The law talks a broad view of the requirement for consideration, including vague feelings and family bonds. In this case we have provided that the parties agree that there is "consideration" because

3. Entire understanding

This paragraph prevents a party from later saying he was

4. Your work for us

We have provided a menu of ideas. We assume you will

5. Responsibilities as director

We have provided a menu of ideas. We assume you will

6. Expenses

We have no comment

7. Staff handbook and Organisation policies

It is an excellent idea to

8. Confidentiality

Because this provision is so important to most organisations, your director must be left in no doubt as

9. New intellectual property

This an area which may be irrelevant or may be essential immediately. In

10. Termination

We have no comment

11. Procedure after termination

For a non-executive director giving his time

Care should be taken in looking to future to consider what this director might be doing in a matter

12. No competition

Provisions against competition are contrary to national policy. To be effective they must not be unreasonable. Reasonableness depends on the circumstances. We cannot therefore say that

13. Data protection

This

14. Miscellaneous

A number of technically important

Contract signature - a witness to

End of notes