

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. Other absence
12. Sickness or other absence during annual leave
13. KiwiSaver
14. Work outside New Zealand
15. Health insurance
16. Liability insurance
17. Company car
18. Staff handbook and company policies
19. Director's responsibilities
20. Other business or employment
21. Disciplinary and grievance procedures
22. Confidentiality
23. New intellectual property
24. Termination of employment
25. Arrangements during notice period
26. Summary termination
27. Procedure after termination
28. No competition
29. Reconstruction or amalgamation
30. Data protection
31. Miscellaneous matters

Schedule 1 Bonus system

This contract is dated: [date]

Your employer is: [Company name] (“the Company” ■ ■ ■ ■ “ ■ ■ ■ ■ / ■ ■ ■ ■ ”)

Your employer's address is: [Company address]

You are: [employee name]

Your address is: [employee address]

The contract terms are:

1. Definitions

In this agreement:

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

2. Entire understanding

3. Start and continuity

OR

- 3.4. Previous employment with [name of employer] from [date] to [date] counts as [REDACTED]
[REDACTED].

AND, in both cases,

4. Job title and job description

5. Place of work

6. Hours of work

7. Salary

OR

8. Expenses

9. Annual leave

- 9.8. You may not carry holiday forward from one [REDACTED]
[REDACTED].

OR

9.9. You will be entitled to carry [REDACTED] [REDACTED]
[REDACTED].

9.10. If either of us terminates your employment by notice, then any annual leave entitlement which will have accrued at the [REDACTED]
[REDACTED], [REDACTED],
[REDACTED], [REDACTED],
[REDACTED].

9.11. During the first three months of employment we request that you do not take [REDACTED], [REDACTED]
[REDACTED].

10. Sick leave and sick pay

OR

- 10.5. Please note that it is **not enough** to ask a relative simply to ring and

.....,

11. Other absence

11.1.4 or any other reason

then you should ask [Managing Director].

12. Sickness or other absence during annual leave

13. KiwiSaver

14. Work outside New Zealand

You will not be required to work outside New Zealand for [REDACTED]

15. Health insurance

- 15.1. The Company will pay the premiums on a
.....
.....
- 15.2. The Company reserves the right to
.....
.....
- 15.3. The Company is not itself liable
.....
.....

16. Liability insurance

The Company will take out insurance against liabilities in connection
.....
.....
.....

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

18. Staff handbook and Company policies

19. Director's responsibilities

20. Other business or employment

21. Disciplinary and grievance procedures

22. Confidentiality

22.1.3 information about suppliers agents distributors and customers;

22.3. You now promise that you will:

22.4. You now promise that you will not :

22.4.1 [REDACTED] ([REDACTED]

22.5. This paragraph does not apply to disclosure:

23. New Intellectual Property

23.2. You now agree that you will:

- 23.2.3. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];

23.3. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

23.4. [REDACTED]
[REDACTED]
[REDACTED].

24. Termination of employment

- 24.1. [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

24.2. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED].

OR

- 24.3. [REDACTED]
[REDACTED]:

During your first year's employment: [1 month];
After one year's employment: [3 months];

24.4. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED].

25. Arrangements during notice period

26. Summary termination

A decorative border consisting of a grid of black squares arranged in a rectangular pattern.

26.2. physical violence; or

26.3. serious bullying or harassment; or

26.4. deliberate damage to property; or

26.5. serious insubordination; or

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

26.7. bringing the Company into disrepute; or

27. Procedure after termination

- 27.1.5 [REDACTED]
[REDACTED]
[REDACTED]; [REDACTED]
- 27.1.6 [REDACTED]
[REDACTED]
[REDACTED].
- 27.1.7 [REDACTED]
, [REDACTED]; [REDACTED]
- 27.2. If requested by the Company, you will
- 27.2.1 [REDACTED]
[REDACTED],
- 27.2.2 [REDACTED], [REDACTED]
[REDACTED], [REDACTED]; [REDACTED]
- 27.3. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]).
- 27.4. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 27.5. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 27.6. [REDACTED]
[REDACTED], [REDACTED].

28. No competition

28.2. [] , [] , [] .

29. Reconstruction or Amalgamation

— , — /

30. Data protection

1993 ()
[/] . , ,

31. Miscellaneous matters

31.1.

312

31.3.

31.4. [72] . [24] .

31.5. .

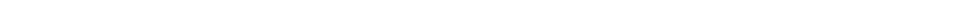
31.6. , .

Signed by [personal name] on behalf of [Company name] as its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

Signed by [Employee name]

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
 - 

Explanatory notes:

Directors service agreement (employment contract).

General notes

information pages concerning aspects of employment at:

<https://www.employment.govt.nz/>

For ERA information: <http://www.era.■■■■■.■■■■■/>

<http://www.legislation.govt.nz/act/public/2000/0024/109.0/DLM58317.html>

Paragraph specific notes

Notes following the numbered paragraphs

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 [REDACTED].

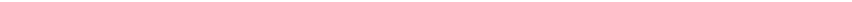
3. Start and continuity

4. Job title and job description

5. Place of work

6. Hours of work

The Minimum Wage Act 1983 sets out a maximum 40 hours 5 day per week.



7. Salary

8. Expenses

We have no comment.

9. Annual leave

.....
.....

You may find more details at:

<https://www.employment.govt.nz/leave-and-holidays/annual-holidays/>

<http://www.cab.org.nz/.../.../.../.../.../...>

10. Sick leave and sick pay

You may find more details at:

<http://www.cab.org.nz> / [Home](#) / [About](#) / [Contact](#) / [Feedback](#)

11. Other absence

Good practice is to hand a personal copy to each new employee starter and to maintain a [REDACTED], [REDACTED]

<https://www.employment.govt.nz/leave-and-holidays/>

12. Sickness and other absence during annual leave

Leave it as is.

13. KiwiSaver

This paragraph covers the latest law which sets out rules of auto enrolment into KiwiSaver.

ANSWER

To calculate who pays what

<http://www.kiwisaver.govt.nz/...../...../.....-...../.....-.....>
..... /

14. Work outside New Zealand

Another provision to enable you to move the director
..... .

15. Health insurance

We have no comment.

16. Liability insurance

We have no comment.

17. Company car

We have no comment.

18. Staff handbook and company policies

It is an excellent idea to have and maintain a comprehensive staff handbook. Good practice is to hand a personal copy to each new employee starter and to ,
..... .
..... .
..... .

For you to comply with some of these policies you need co-operation from your staff. Indeed,
..... .
..... .
..... .
..... .
..... .
..... .
..... .
..... .

19. Director's responsibilities

There are many matters which you could include here if important to you. We
.....
..... ,
..... /
..... .
..... .

20. Other business or employment

Edit to your exact requirement

21. Disciplinary and grievance procedures

We suggest leave it as is.

22. Confidentiality

23. New intellectual property

24. Termination of employment

Employment legislation does not specify how much notice an employee needs to give when they [REDACTED]
[REDACTED],
[REDACTED],
[REDACTED], [REDACTED], [REDACTED].

25. Arrangements during notice period

26. Summary termination

”，
。

27. Procedure after termination

28. No competition

29. Reconstruction or amalgamation

30. Data protection

31. Miscellaneous

End of notes