UK-EMPcon19

Directors service agreement (employment contract)

Service Contract

Dated: [date]

Name: [name]

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Schedule 1 Bonus system
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This contract is dated:	[date]
Your employer is:	[company name] (“the Company” [redacted])
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.
“Companies Act”	means the Companies Act 2006.

2. Entire understanding

2.1 Except as noted below, this agreement contains the entire understanding between you and us and supersedes all previous agreements and arrangements (if any) relating to your employment. [redacted]

2.2 In agreeing this contract we have relied on certain documents and information you have provided to us. If we discover that any of that information is inaccurate, you will be in [redacted]:

2.2.1 your curriculum vitae / resume, sent to [redacted];

2.2.2 certificates of education showing school and university qualifications and in particular that you have achieved a [master of arts] [redacted];

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2.2.3 your statement that you have qualified as a [trade or profession] [redacted] [[redacted]].

3. Start and continuity

3.1 Your employment with the Company [starts / [redacted]] [redacted] [[redacted]].

3.2 [Your employment is for a fixed term of [number] [redacted] [[redacted]]].

3.3 No employment with any other Employer counts towards your continuous [redacted] .

OR

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

AND, in both cases,

3.5 This contract is conditional on approval by the shareholders of [redacted] .

3.6 If this contract is one to which section 188 of the Companies Act applies, the Company undertakes to obtain the approval of the shareholders to its validation [[redacted]] [redacted] [[redacted]].

4. Job title and job description

4.1 Your job title is [job title].

4.2 Your main tasks and responsibilities are set out [redacted] .

4.3 You now agree that we may change your job description or ask you to do a different job of a similar status and requiring similar skills. We may also ask you to perform duties additional to those now envisaged or those actually undertaken at [redacted] . [redacted] , [redacted] .

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4.4 Your duty is to perform your job to the best of your ability and to comply with the [redacted]:

4.4.1 hold any office and/or other appointment in or on behalf of [redacted];

4.4.2 report to the [title / chief executive / Board] as often as necessary to keep them fully [redacted].

4.4.3 do all in your power to promote develop and extend the business of the Company and in all respects conform to and comply with the proper and reasonable directions and [redacted] [[redacted] / [redacted] / [redacted] , [redacted] , [redacted]].

4.4.4 comply with all rules or codes of conduct required by any regulatory body in [redacted].

5. Place of work

5.1 Your normal place of work is our above address but we reserve the right to change [redacted] 25 [redacted].

OR

5.2 You agree to work anywhere in the United Kingdom as the Company may require [redacted].

5.3 If the Company requires you to work permanently at a place which necessitates a move from your present address the Company will reimburse you for all removal expenses directly and reasonably incurred as a result of the Company's requirement [redacted].

OR

5.4 You will not be required to work outside the United Kingdom for any period longer than [one month] in any year. The [redacted].

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6. Hours of work

6.1 Your normal hours of work are 9.00 am to 5.30 pm Monday to Friday, excluding public holidays. However owing to the nature of your job your working time is [redacted].

6.2 It is in the nature of your job that the task on hand may frequently be more important than the specific hours. Accordingly, you are required [redacted].

6.3 The Working Time Regulations of 1998 impose an obligation on employers to ensure that employees do not work more than an average of 48 hours per week. By agreeing to the terms of this contract, you have opted out of that provision and the 48 [redacted]. [redacted]-[redacted].

6.4 If at any time there is no opting-out agreement in force under the Regulations (such as where you have terminated it by notice) you must not undertake other work which would result in your working more than an average of 48 hours per week and [redacted], [redacted], [redacted]([redacted]).

6.5 You are required to comply with any time keeping or record keeping scheme introduced for [redacted].

7. Salary

7.1 Your salary is £ [0000] per annum payable in equal monthly instalments [by credit transfer] on the 28th day of each month, [redacted] 28th [redacted], [redacted].

7.2 You will receive no additional payment [redacted].

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7.3 Your salary will be reviewed annually by the Remuneration Committee. We will tell you of any change. The Company shall [redacted].

7.4 [The Company operates a [bonus scheme] in which you qualify for [redacted] 1].

OR

7.5 The Company may pay you a bonus from time to time at its discretion, [redacted].

7.6 The Company may at any time during your employment and after its termination deduct from your salary any money which you owe to the [redacted].

8. Expenses

8.1 The Company will reimburse to you all reasonable expenses incurred by you in your work, provided you provide to [redacted].

8.2 The Company reserves the right to change this arrangement so that the expenses you may incur without the permission of the [redacted].

8.3 So far as the Company provides credit or debit cards for the purpose of its [redacted]:

8.3.1 keep the card safe at all times;

8.3.2 notify the issuing company and the Company if the card is [redacted];

8.3.3 comply with the terms and conditions [redacted];

8.3.4 avoid using the card for any service which costs an exorbitant or unreasonable fee or which [redacted].

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8.4 The Company will re-imburse to you the cost of a subscription to [redacted].

9. Leave for holidays and other reasons

9.1 In this paragraph we refer to holidays, [redacted].

9.2 Your entitlement to leave [redacted] [28] [redacted].

9.3 The Company's holiday year runs from January 1 to December 31. Your entitlement to leave days is calculated [redacted]. [redacted].

9.4 [We ask you to agree the dates of your holidays at least 28 [redacted]. [redacted]].

9.5 At a minimum, you must give us notice of twice as many days as [redacted]. ([redacted], [redacted], [redacted]).

9.6 We may also give you similar [redacted] ([redacted]) [redacted].

9.7 You can take your holidays [redacted] ([redacted]).

9.8 Holidays you take for religious reasons [redacted].

9.9 A day's holiday pay for [redacted] 1 / 260th [redacted].

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9.10 You may not carry holiday forward from one [redacted].

OR

9.11 You will be entitled to carry [redacted].

9.12 If either of us terminates your employment by notice, then any holiday entitlement which will have accrued at the date [redacted].

9.13 During the first three months of employment we request that you do not take [redacted].

10. Sickness or other absence

10.1 The regulations for statutory sick pay vary from time to [redacted].

10.2 If you are unexpectedly absent from work for any reason you must inform us of the reason for your absence and likely duration [redacted].

10.3 If you are absent from work due to sickness or injury for more [redacted].

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10.4 Immediately on your return to work, you must complete a self-certification form stating the [redacted] - [redacted] . [redacted] .

10.5 You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe [redacted] ([redacted]) [redacted] [[redacted]] [redacted] , [redacted] , [redacted] .

10.6 Provided you have complied with the general terms relating to sickness absence referred to above, you will [redacted] [60] [redacted] . [redacted] .

10.7 Payments of sick pay include statutory sick [redacted] .

10.8 Your entitlement to salary and other benefits under this contract will [redacted] .

10.9 In any case where you have a claim in law for compensation against a third party in respect of circumstances causing you [redacted] . [[redacted]].

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11. Work outside the United Kingdom

You will not be required to work outside the United Kingdom for [redacted] [[redacted]] [redacted]. [redacted].

12. Pension

12.1 We shall [redacted].

12.2 Contributions to the scheme are made by you and by us. [redacted], [redacted] [[redacted]] % [redacted], [redacted], [[redacted]] %.

13. Health insurance

13.1 The Company will pay the premiums on a [redacted].

13.2 The Company reserves the right to [redacted].

13.3 The Company is not itself liable [redacted].

14. Liability insurance

The Company will take out insurance against liabilities in connection [redacted]. [redacted].

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15. Company Car

15.1 The Company will provide a car for your business [redacted].

15.2 You must comply with Company car [redacted].

15.3 When your employment terminates, you agree to return [redacted].

15.4 You agree to take good care [redacted].

15.5 You agree that the final payment [redacted].

OR

15.6 The Company will not provide you with a car. Instead the Company will pay you a monthly car allowance of £ [n] [redacted].

15.7 Your car allowance will be [redacted].

15.8 Your car allowance is fully [redacted].

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16. Processing your personal data

To satisfy our legal obligations, we process your personal data according [redacted] 2018 . [redacted] 2 , [redacted] .

17. Staff handbook and Company policies

17.1 You now acknowledge that you have been given a [redacted] , [redacted] , [redacted] :

17.1.1 health and safety;

17.1.2 equal opportunities and non-harassment;

17.1.3 computers, email, Internet and communications;

17.1.4 company vehicles;

17.1.5 data protection.

17.2 You may not smoke anywhere during working hours. Outside working hours, you may [redacted] , [redacted] .

17.3 Insofar as any of these policies imposes an expectation of behaviour on you [redacted] , [redacted] .

17.4 You accept the importance for the Company in maintaining and enforcing fully up- [redacted] - [redacted] .

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18. Director's responsibilities

18.1 Whilst ever you [redacted]:

18.1.1 not do anything that would [redacted];

18.1.2 acquire and retain any qualification [redacted];

18.1.3 not directly or indirectly receive or obtain any discount, rebate, commission or other [redacted] ([redacted]) [redacted], [redacted], [redacted], [redacted];

18.1.4 not at any time [redacted];

18.1.5 fully acquaint yourself with, then, for yourself and so far as possible for your spouse and [redacted], [redacted];

18.2 [If at any time you believe it is necessary to take independent legal advice as to [redacted], [redacted]-[redacted] £[5,000] [redacted]].

19. Other business or employment

19.1 You must devote the whole of your [redacted], [redacted].

19.2 You may not under any circumstances do [redacted].

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19.3 You may not do other work (even voluntary work), or engage in any other business [redacted].

19.4 You may not take or retain ownership of any interest in any business whether or not competitive with the business of [redacted], [redacted] [5] % [redacted].

20. Disciplinary and grievance procedures

20.1 The Company's disciplinary and grievance procedures are those set [redacted], [redacted] (" [redacted] ").

20.2 The formal grievance procedure need not be your first step in bringing to our [redacted]. [redacted], [redacted].

20.3 The law gives you both rights and obligations in respect of these procedures. You now agree to [redacted]. [redacted], [redacted].

21. Confidentiality

This paragraph is very important to our [business / company / organisation]. You should read it [redacted]. [redacted], [redacted]. [redacted], [redacted].

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21.1 In this paragraph, "Confidential information" [redacted] [[redacted] / [redacted] , [redacted]]. [redacted] :

21.1.1 information about staff, [redacted] ;

21.1.2 our businesses, methods [redacted] , [redacted] , [redacted] , [redacted] ;

21.1.3 information about suppliers agents distributors and customers;

21.1.4 information about the Intellectual [redacted] - [redacted] .

21.2 "Intellectual Property" means "Intellectual Property [redacted] , [redacted] . [redacted] :

21.2.1 Intellectual property [redacted] ;

21.2.2 patents, trademarks, unregistered marks, designs, copyrights, [redacted] , [redacted] , [redacted] , [redacted] - [redacted] , [redacted] , [redacted] .

21.3 You now promise that you will:

21.3.1 keep all records of Confidential Information only at [redacted] ([redacted]);

21.3.2 use your best endeavours [redacted] , [redacted] .

21.4 And you will not:

21.4.1 use for yourself nor divulge nor disclose to any person ([redacted]) [redacted] [[redacted] / [redacted] / [redacted]];

21.4.2 store, copy, or use the [redacted] ;

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21.4.3 remove from Company's premises or copy or allow anyone [redacted] .

21.5 This paragraph does not apply to disclosure:

21.5.1 of information that it is reasonably necessary to disclose [redacted] ;

21.5.2 made with the consent of the proper [redacted] ;

21.5.3 of information or knowledge which comes [redacted] ;

21.6 The provisions of this paragraph shall continue after termination of this [redacted] [5] [redacted] , [redacted] .

22. New Intellectual Property

22.1 So far as Intellectual Property is created [redacted] , [redacted] .

22.2 You now agree that you will:

22.2.1 do your utmost to ensure [redacted] ;

22.2.2 tell the Company [redacted] ;

22.2.3 provide to the Company whatever full specification description [redacted] ;

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22.3 To make this effective you now undertake to do whatever the Company [redacted] .

22.4 The provisions of this paragraph shall continue indefinitely [redacted] .

23. Bribery and other corrupt behaviour

23.1 The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). [redacted] : [redacted] .

23.2 If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Company, or to obtain or retain [redacted] . [redacted] . [redacted] , [redacted] .

24. Garden leave

24.1 At any time we may require you [redacted] . [redacted] , [redacted] .

24.2 You will cease to carry out your duties.

24.3 You will [redacted]

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24.4 We will continue to pay you your full salary. [redacted], [redacted].

24.5 You must continue [redacted].

25. Termination of employment

25.1 Your employment is for a fixed period of [[redacted]] [redacted]. [redacted] [[redacted]] [redacted].

25.2 At any time during the fixed term of this contract the Company may terminate it immediately by [redacted]. [redacted], [redacted], [redacted].

OR

25.3 This contract will automatically [redacted]:

During your [redacted]: [1 [redacted]];

After one [redacted]: [3 [redacted]];

25.4 At any time during a period of notice given by either of us, we may terminate your employment [redacted]. [redacted], [redacted], [redacted].

25.5 The termination of this [redacted].

26. Arrangements during notice period

26.1 The Company expects you [redacted].

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26.2 We reserve [redacted], [redacted] :-

26.2.1 terminate your employment before the expiry of the notice period and [redacted] ([redacted]);

26.2.2 require you [redacted];

26.2.3 require you to remain [redacted].

27. Summary termination

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

27.1 theft, [redacted]; [redacted]

27.2 physical violence; or

27.3 serious bullying or harassment; or

27.4 deliberate damage to property; or

27.5 serious insubordination; or

27.6 misuse of the Company's property or name; or

27.7 bringing the Company into disrepute; or

27.8 [redacted].

27.9 [redacted]; [redacted]

27.10 [redacted], [redacted]; [redacted]

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27.11 serious infringement of health and safety rules; or

27.12 breach of confidentiality; or

27.13 [redacted]

27.14 [redacted]

27.15 [redacted].

28. Procedure after termination

28.1 [redacted]:

28.1.1 [redacted]

28.1.2 [redacted]

28.1.3 [redacted];

28.1.4 [redacted]

28.1.5 [redacted]

28.1.6 [redacted].

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28.1.7 [redacted], [redacted]; [redacted]

28.2 If requested by the Company, you will

28.2.1 [redacted],

28.2.2 [redacted], [redacted], [redacted]; [redacted]

28.3 [redacted], [redacted] ([redacted]).

28.4 [redacted], [redacted], [redacted].

28.5 [redacted], [redacted], [redacted].

28.6 [redacted], [redacted].

29. No competition

29.1 [redacted], [redacted].

29.2 [redacted] [[redacted]] [redacted], [redacted], [redacted], [redacted]

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[redacted]

29.3 [redacted].

29.4 [redacted], [redacted], [redacted], [redacted], [redacted].

29.5 [redacted], [redacted].

29.6 [redacted].

29.7 [redacted].

30. Reconstruction or Amalgamation

[redacted]-[redacted]/[redacted], [redacted].

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31. Miscellaneous matters

31.1 [redacted], [redacted].

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

31.3 [redacted], [redacted].

31.4 [redacted] [72] [redacted] [24] [redacted].

31.5 [redacted] ([redacted]) [redacted] 1999 / [redacted] ([redacted]) ([redacted]) [redacted] 2017 [redacted].

31.6 [redacted], [redacted] [[redacted] / [redacted]] [redacted].

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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]

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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

■ .

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Schedule 2: Data Protection Act 2018 Compliance

1. Definitions

■■■■■■■■■■■■■, ■■■■■■■■■■■■■

2008 / 977 / [illegible].

"[illegible]", "[illegible]", "[illegible]", "[illegible]", "[illegible]", "[illegible]" [illegible] " [illegible] " [illegible], [illegible]. [illegible] "[illegible]" [illegible] "[illegible]" [illegible]. [illegible] "[illegible]".

[illegible], "[illegible]", [illegible].

2. Data Protection

2.1. [illegible].

2.2. [illegible], [illegible], [illegible]. [illegible].

2.3. [illegible] 1 [illegible].

3. Legal basis of processing your personal data

3.1. [illegible], [illegible], [illegible], [illegible]. [illegible].

3.2. [illegible], [illegible]. [illegible], [illegible]. [illegible], [illegible]

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[redacted].

4. Change in the legal basis of processing

4.1. [redacted]. [redacted].

4.2. [redacted], [redacted].

4.3. [redacted], [redacted] [[redacted] - [redacted]].

5. Disclosure and/ or sharing of your personal data

5.1. [redacted]. [redacted]. [redacted].

5.2. [redacted], [redacted]. [redacted].

5.3. [redacted].

5.4. [redacted]. [redacted], [redacted].

5.5. [redacted], [redacted], [redacted], [redacted], [redacted]

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[redacted], [redacted]
, [redacted]. [redacted]
[redacted]. [redacted], [redacted]
[redacted]
.

6. Your access request

6.1. [redacted], [redacted]
[redacted]. [redacted], [redacted] [[redacted]] [redacted] [[redacted]
- [redacted]].

6.2. [redacted], [redacted]
[redacted].

6.3. [redacted], [redacted]
[redacted]. [redacted], [redacted]
[redacted], [redacted]
. [redacted], [redacted]
[redacted].

7. Removal of information

[redacted], [redacted]
[redacted]. [redacted], [redacted]
[redacted].

8. Who handles your data

8.1. [redacted]. [redacted]
[redacted], [redacted] [[redacted]] [redacted] [[redacted]].

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8.2. [redacted], [redacted].

.

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Appendix 1 to Schedule

Data Processing Activities

What we or you may process in each category

1. We shall process this basic personal data

1.1. ■■■■■■■■, ■■■■, ■■■■■■■■, ■■■■■■■■■■■■■.

1.2. all information you gave to us.

1.3. financial information processed through the banking system.

1.4. ■■■■■■■■■■■■■

3.1. [redacted], [redacted]:

3.1.1. [redacted]-[redacted].

3.1.2. [redacted], [redacted], [redacted], [redacted]. [redacted].

3.2. [redacted], [redacted]:

3.2.1. [redacted];

3.2.2. [redacted];

3.2.3. [redacted]

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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 ■ ■ ■

TULRA, S146 (detriment in relation to union membership and activities) Paragraph 156 of Schedule A1 to this Act (■ ■ ■

Employment Equality (Age) Regulations 2006 (SI 2006/1031), R36 (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■).

European Cooperative Society (Involvement of Employees) Regulations 2006 (SI 2006/2059), R34 (detriment in relation ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

■ ■ ■

Provision for change is important. If it is not included in the contract, then any ■ ■ ■

Edit to your requirement but take care ■ ■ ■

You may need to add other data, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

We suggest leave this provision as is ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 2 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

17 Staff handbook and company policies

It is an excellent idea to have and maintain a comprehensive staff handbook as a bible of procedures and policies. These policies all relate to areas where you have statutory responsibilities. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

Net Lawman has provided a very elegant, step-by-step approach to these procedures in the past, but now the law favours a more flexible approach. This is [redacted].

21 Confidentiality

Because this provision is so important to most organisations, your employees must be left in no doubt as [redacted].

22 New intellectual property

This is an area which may be irrelevant or may be essential immediately. [redacted]

23 Bribery and other corrupt behaviour

Since the Bribery Act 2010, it is good practice to [redacted].

24 Garden leave

If you need to enforce this provision it is likely to [redacted].

25 Termination of employment

This and the next paragraph are alternatives depending [redacted].

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26 Arrangements during notice period

When a director is under notice, the relationship suffers, [redacted].

27 Summary termination

At Net Lawman we hate lists in legal documents. [redacted], [redacted] “[redacted]”, [redacted].

Despite this precise list, it is still essential to investigate in accordance with your disciplinary policy. It is important [redacted].

28 Procedure after termination

Substantial deletion may be required

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

29 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 [redacted].

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[redacted], [redacted]. [redacted], [redacted], [redacted].

30 Reconstruction or amalgamation

This [redacted]. [redacted].

31 Miscellaneous matters

A number of technically important [redacted].

Rights of Third Parties Act - [redacted]. [redacted].

Schedule 2

Paragraph [redacted].

1. Definitions

Basic [redacted]. [redacted].

2. Data protection

A [redacted]. [redacted].

3. Legal basis of processing

The Act allows a person or business to process [redacted], [redacted] " [redacted] " ([redacted] " [redacted] " [redacted] " [redacted] "). [redacted] :

- One or both of [redacted].
- Less commonly, some data [redacted].

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Where the data subject is an employee the most obvious basis [redacted] ". [redacted] ". [redacted] . [redacted] .

You must make sure that when you ask specifically for [redacted] , [redacted] . [redacted] .

4. Change in the legal basis of processing

You [redacted] . [redacted] .

5. Disclosure and/ or sharing of personal data

You must say who gets to see or use your employee's [redacted] . [redacted] " [redacted] ". [redacted] .

6. Access to personal data

The Act provides that a data subject has [redacted] , [redacted] .

7. Removal of information

You should [redacted] . [redacted] .

8. Who handles your data

This paragraph sets [redacted] .

In any case, you must [redacted] , [redacted] . [redacted] .

Notes to the Appendix to the Schedule

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We have separated these provisions into an appendix [redacted].

The appendix is simply your [redacted].

The purpose of [redacted].

We have given you [redacted].

Make [redacted].

The third numbered heading is unlikely to require edit. [redacted].

Basic UK law relating to limitation [redacted].

End of notes

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