

DATED

2013

EMPLOYMENT CONTRACT

between

WIKIMEDIA UK

AND

[EMPLOYEE]

Stone King LLP

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BATH * CAMBRIDGE * LONDON * MELKSHAM

THIS AGREEMENT is dated [DATE]

BETWEEN

- (1) Wikimedia UK a charitable company incorporated and registered in England and Wales with charity number 1144513 and company number 06741827 whose registered office is at 4th Floor Development House, 56-64 Leonard Street, London, England, EC2A 4LT (**the Company**).
- (2) [EMPLOYEE'S NAME] of [ADDRESS] (**Employee**).

NOW IT IS AGREED HEREBY AS FOLLOWS:

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement.

Appointment: the employment of the Employee by the Company on the terms of this agreement.

Associated Employer: has the meaning given to it in the Employment Rights Act 1996.

Board: the board of directors of the Company (including any committee of the board duly appointed by it).

Commencement Date: [DATE OF COMMENCEMENT OF EMPLOYMENT].

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its business contacts.

Incapacity: any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his duties.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee's employment under this agreement which is not expressly set out in this agreement or any documents referred to in it.

Staff Handbook: the Company's staff handbook as amended from time to time.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 This Appointment is dependent on funding from the Welsh Government and other sources for the Living Paths project, as set out (inter alia) in the Grant Funding Agreement between the Welsh Government and Mr Robin Owain, dated 8th April 2013. In the event that funding from the Welsh Government or other sources in relation to the Living Paths project ceases the Appointment can be terminated in accordance with clause 2.1.2.

2 TERM OF THE APPOINTMENT

- 2.1 The Appointment shall commence on the Commencement Date and, subject to the remaining terms of this agreement, shall be for an initial fixed term of twelve months expiring on [DATE] (**Expiry Date**) or such other date as shall be agreed between the parties and shall continue thereafter unless or until:
 - 2.1.1 the Appointment is terminated by either party giving the other not less than one months' notice in writing, expiring on or after the Expiry Date.] or;
 - 2.1.2 the funding from the Welsh Government or other sources for the Living Paths project (referred to at clause 1.6 above) ceases, upon which the Employee's Appointment can be terminated by the Employer giving not less than one week's prior written notice or;
 - 2.1.3 the Appointment is terminated in accordance with clause 13.
- 2.2 The first two months of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time on [one week's] notice or payment in lieu of notice. The Company may, at its discretion, extend the probationary period for up to a further two months. During the probationary period the Employee's performance and suitability for continued employment will be monitored. [At the end of the probationary period the Employee will be informed in writing if he has successfully completed his probationary period.]
- 2.3 No employment with a previous employer counts towards the Employee's period of continuous employment with the Company.
- 2.4 The Employee consents to the transfer of his employment under this agreement to an Associated Employer at any time during the Appointment.

3 EMPLOYEE WARRANTIES

- 3.1 The Employee represents and warrants to the Company that, by entering into this agreement or performing any of his obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if he is in breach of any such obligations.
- 3.2 The Employee warrants that he is entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if he ceases to be so entitled during the Appointment.

4 DUTIES

- 4.1 The Employee shall serve the Company as Wales Manager.

- 4.2 During the Appointment the Employee shall:
- 4.2.1 unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Company and any Group Company of which he is an officer or consultant;
 - 4.2.2 diligently exercise such powers and perform such duties as may from time to time be assigned to him by the Company together with such person or persons as the Company may appoint to act jointly with him;
 - 4.2.3 comply with all reasonable and lawful directions given to him by the Company;
 - 4.2.4 promptly make such reports to the Board in connection with the affairs of the Company on such matters and at such times as are reasonably required;
 - 4.2.5 report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company to the Board immediately on becoming aware of it;
 - 4.2.6 use his best endeavours to promote, protect, develop and extend the business of the Company; and
 - 4.2.7 consent to the Company monitoring and recording any use that he makes of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes.
- 4.3 The Employee shall comply with the Company's anti-corruption and bribery policy and related procedures at all times.
- 4.4 The Employee shall comply with any rules, policies and procedures of the Company.
- 4.5 All documents, manuals, hardware and software provided for the Employee's use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

5 PLACE OF WORK

- 5.1 The Employee's normal place of work is at Wikimedia UK's office or such other place which may be agreed between the parties from time to time and or such other place that the Company may reasonably require for the proper performance and exercise of his duties.
- 5.2 The Employee agrees to travel on the Company's business (both within the United Kingdom or abroad) as may be required for the proper performance of his duties under the Appointment.
- 5.3 During the Appointment the Employee shall not be required to work outside the United Kingdom for any continuous period of more than one month.

6 HOURS OF WORK

The Employee's normal working hours shall be [TIME] to [TIME] on [Mondays] to [Fridays] and such additional hours as are necessary for the proper performance of his duties. The Employee acknowledges that he shall not receive further remuneration in respect of such additional hours.

7 SALARY

- 7.1 The Employee shall be paid an initial salary of £[AMOUNT] per annum (inclusive of any fees due to the Employee by the Company or any Group Company as an officer of the Company or any Group Company).

- 7.2 The Employee's salary shall accrue from day to day and be payable monthly in arrears on or about the last business day of each month directly into the Employee's bank or building society.
- 7.3 The Employee's salary shall be reviewed by the Board 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 the salary after notice has been given by either party to terminate the Appointment.
- 7.4 The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to the Company or any Group Company by the Employee.

8 EXPENSES

- 8.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.
- 8.2 The Employee shall abide by the Company's policies on expenses as communicated to him from time to time.

9 HOLIDAYS

- 9.1 The Employee shall be entitled to 25 days' paid holiday in each holiday year [together with the usual public holidays [or days in lieu where the Company requires the Employee to work on a public holiday]]. The holiday year commences on the first day of the employment. If the Appointment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro-rata basis rounded up to the nearest half day.
- 9.2 Holiday shall be taken at such time or times as shall be approved in advance by The Chief Executive of WMUK. The Employee shall not, without the consent of the Chief Executive, carry forward any accrued but untaken holiday entitlement to a subsequent holiday year.
- 9.3 The Employee shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Appointment. Subject to clause 9.4 the amount of such payment in lieu shall be 1/260th of the Employee's salary for each untaken day of the entitlement under clause 9.1 for the holiday year in which termination takes place and any untaken days carried forward from the preceding holiday year.
- 9.4 If the Company has terminated or would be entitled to terminate the Appointment under clause 11 or if the Employee has terminated the Appointment in breach of this agreement any payment due under clause 9.3 shall be limited to the Employee's statutory entitlement under the Working Time Regulations 1998 and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
- 9.5 If on termination of the Appointment the Employee has taken in excess of his accrued holiday entitlement, the Company shall be entitled to recover from the Employee by way of deduction from any payments due to the Employee or otherwise one day's pay calculated at 1/260th of the Employee's salary for each excess day.
- 9.6 If either party has served notice to terminate the Appointment, the Board may require the Employee to take any accrued but unused holiday entitlement during the notice period.
- 9.7 During any continuous period of absence due to Incapacity of one month or more the Employee shall not accrue holiday under this contract and the Employee's

entitlement under clause 9.1 for the holiday year in which such absence takes place shall be reduced pro rata save that it shall not fall below the Employee's entitlement under the Working Time Regulations 1998.

10 CONFIDENTIAL INFORMATION

- 10.1 The Employee acknowledges that in the course of the Appointment he will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 10.
- 10.2 The Employee shall not (except in the proper course of his duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:
- 10.2.1 any use or disclosure authorised by the Board or required by law;
 - 10.2.2 any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
 - 10.2.3 any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

11 PAYMENT IN LIEU OF NOTICE

- 11.1 Notwithstanding clause 2, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Company is exercising its right under this clause 11 and that it will make within 28 days a payment in lieu of notice (**Payment in Lieu**) to the Employee. 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 2 (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:
- 11.1.1 any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
 - 11.1.2 any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
 - 11.1.3 any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 11.2 The Company may pay any sums due under clause 11.1 in equal monthly instalments until the date on which the notice period referred to at clause 2 would have expired if notice had been given. The Employee 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.
- 11.3 The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 11.1. Nothing in this clause 11 shall prevent the Company from terminating the Appointment in breach.
- 11.4 Notwithstanding clause 11.1 the Employee 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 12. In that case the Company shall also be entitled to recover from the Employee any Payment in Lieu (or instalments thereof) already made.

12 TERMINATION WITHOUT NOTICE

- 12.1 The Company may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:
- 12.1.1 is guilty of any gross misconduct affecting the business of the Company or any Group Company;
 - 12.1.2 commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company;
 - 12.1.3 is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his duties;
 - 12.1.4 is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
 - 12.1.5 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - 12.1.6 becomes of unsound mind (which includes lacking capacity under the Mental Capacity Act 2005), or a patient under any statute relating to mental health;
 - 12.1.7 ceases to be eligible to work in the United Kingdom;
 - 12.1.8 is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or [the Company or any Group Company into disrepute or is materially adverse to the interests of the Company or any Group Company;
 - 12.1.9 is in breach of the Company's anti-corruption and bribery policy and related procedures;
 - 12.1.10 is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or
 - 12.1.11 is unable by reason of Incapacity to perform his duties under this agreement for an aggregate period of four weeks in any [52]-week period.
- 12.2 The rights of the Company under clause 12.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

13 OBLIGATIONS ON TERMINATION

- 13.1 On termination of the Appointment (however arising) the Employee shall:
- 13.1.1 Immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or its business contacts, any keys, credit card and any other property of the Company, which is in his possession or under his control;
 - 13.1.2 irretrievably delete any information relating to the business of the Company or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises; and

13.1.3 provide a signed statement that he has complied fully with his obligations under this clause 13.1 together with such reasonable evidence of compliance as the Company may request.

14 DISCIPLINARY AND GRIEVANCE PROCEDURES

- 14.1 The Employee is subject to the Company's disciplinary and grievance procedures, copies of which are available from WMUK. These procedures do not form part of the Employee's contract of employment.
- 14.2 If the Employee wants to raise a grievance, he may apply in writing to The Chief Executive WMUK or Chair is The Chief Executive WMUK involved, in accordance with the Company's grievance procedure.
- 14.3 If the Employee wishes to appeal against a disciplinary decision he may apply in writing to The Chief Executive WMUK Chair WMUK in accordance with the Company's disciplinary procedure.
- 14.4 The Company may suspend the Employee from any or all of his duties during any period in which the Company is investigating any disciplinary matter involving the Employee or while any disciplinary procedure against the Employee is outstanding.
- 14.5 During any period of suspension:
 - 14.5.1 the Employee shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
 - 14.5.2 the Employee shall remain an employee of the Company and bound by the terms of this agreement;
 - 14.5.3 the Employee shall ensure that the Chief Executive WMUK knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
 - 14.5.4 the Company may exclude the Employee from his place of work or any other premises of the Company [or any Group Company; and
 - 14.5.5 the Company may require the Employee 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 or any Group Company.

15 RECONSTRUCTION AND AMALGAMATION

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of the Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

16 NOTICES

- 16.1 A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.
- 16.2 Any such notice shall be deemed to have been received:
 - 16.2.1 if delivered by hand, at the time the notice is left at the address or given to the addressee;

16.2.2 in the case of pre-paid first class UK post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service.

16.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

16.3.1 all references to time are to local time in the place of deemed receipt; and

16.3.2 if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

16.4 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

16.5 This clause does not apply to the service of any proceedings or other documents in any legal action.

17 ENTIRE AGREEMENT

17.1 This agreement and any document referred to in it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

17.2 Each party acknowledges that in entering into this agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.

17.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

17.4 Nothing in this agreement shall limit or exclude any liability for fraud.

18 VARIATION

No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

20 THIRD PARTY RIGHTS

No person other than a party to this agreement may enforce any of its terms.

21 GOVERNING LAW AND JURISDICTION

21.1 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.

21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

22

Sickness Absence

22.1 If you are unable to work because of illness or injury, you must notify Chief Executive or in his absence the Chair of the Board, by

telephone before 11am on the first and each subsequent day of absence. You must tell him why you are unable to work and how long you are likely to be away. Failure to comply with this requirement may result in your Statutory Sick Pay being withheld.

22.2 In respect of absence lasting 7 or fewer calendar days you need not produce a medical certificate unless you are specifically requested to do so. You must, however, complete a self-certification form immediately you return to work after such absence if requested. Self Certification Forms and details of your absence will be retained on our records.

22.3 If you are absent from work due to sickness for more than seven calendar days (including week-ends), you must (in addition to a self-certification form) provide us with a medical certificate stating the reason for absence by the 8th day of sickness. You must provide medical certificates to us to cover any further absence.

22.4 The Employer reserves the right at any stage of absence to request that you undergo a medical examination by a doctor nominated by the Employer at the Employer's expense. You agree to authorise such doctor to disclose to the Employer the results of the examination and the matters which arise from it.

23 Sick Pay

23.1 In the event that you are absent from work due to sickness (including mental illness or accidental injury) you shall be paid the Statutory Sick Pay (SSP) entitlement. Any additional or alternative payment of your salary is at the Employer's discretion.

23.2 Entitlement to payment is subject to notification of absence and production of medical certificates as required above.

23.3 For the purposes of the SSP scheme the agreed (qualifying days) are Monday-Friday.

23.4 If absence through illness or injury results from the actionable negligence of a third party in respect of which you recover damages, you shall refund to the Employer a sum equal to the aggregate of sick pay paid during such absence, provided always that the amount of any such refund shall not exceed the amount actually recovered by you from such third party.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]

for and on behalf of Wikimedia UK Director

Signed by [NAME OF EMPLOYEE]