

Gardening Leave Conditions

Outline

The Company reserves the right to ask you not to attend work at any time at its sole discretion.

During any period that you are not required to work, you will continue to be employed by the Company and will continue to receive your normal pay and benefits, except that you will not receive any bonus or commission payment that is dependent on work being undertaken or on sales or leads being generated.

In particular, if you give notice to terminate your contract or if the Company gives you notice to terminate you may be asked not to attend work during any or all of the notice period. In such circumstances, your employment will continue throughout the notice period and you will remain bound by all the terms of your contract, including but not limited to your duties of loyalty and confidentiality.

You will, therefore, not be entitled to perform any work for any other employer until your notice period has expired and your employment is formally terminated.

The Company may in its absolute discretion take one or more of the following steps in respect of all or part of the notice period:

1. Require you to comply with such conditions as the Company may specify in relation to attending at or remaining away from your workplace and from any other Company premises.
2. Require you to remain available for work during your normal working hours should you be required.
3. Assign you to such other job duties as the Company shall in its absolute discretion determine and regardless of whether those duties are within your normal duties.
4. Suspend, vary or withdraw any powers or responsibilities that may be