

CONTRACT OF EMPLOYMENT and STAFF HANDBOOK

issued 01/12/2007

STRICTLY PRIVATE + CONFIDENTIAL

prepared + supported by
The BATES Consultancy

CONTRACT OF EMPLOYMENT

between

(hereinafter referred to as the Company)

and

**In this contract, all references to 'Director', 'Directors',
or 'Managing Director' refer to a
Director, Directors, or the Managing Director
of the Company, and vice versa.**

**This contract sets out the main terms and conditions of your
employment . Employment is subject to compliance with
the Company's contract, which is subject to
alteration by agreement, following
consultation with the staff.**

Date of commencement of employment

Date period of continuous employment commenced

Position, as at date of contract

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PART TIME WORKING / FIXED TERM CONTRACT WORKING *

Employees working part time and/or on a fixed term contract are entitled to the benefits described in this contract, pro-rated to the number of hours actually worked; and/or the fixed term period of employment actually worked, and consistent with current legislation

WORKING DAYS + HOURS

Full time employees will work a basic 42.5 hour week, rostered (along with lunch breaks and any other breaks as may from time to time be agreed) by the Company

NORMAL HOURS OF BUSINESS

WEEKDAYS	9.00am – 5.30pm
SATURDAY	9.00am – 5.00pm

* Part time and Fixed term contract employees will work days and hours as agreed with the Managing Director

PUNCTUALITY You are expected to be at your desk, and ready to begin work by 9.00am. Punctuality is expected of all members of staff, and you must take every reasonable step to inform the Company if you anticipate being late for work

FLEXIBILITY You are expected to be co-operative in working outside these hours; additional hours; and at locations other than your normal place of work, if necessary, consistent with current Government legislation

OVERSEAS TRAVEL Your willingness and eagerness to travel is an essential qualification for employment by the Company. It is likely that you will have the occasional opportunity to travel overseas to destinations in which the Company has a current or future interest. In addition to being an employee benefit, such travel is essential to the future development of the Company

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TIME OFF WORK - HOLIDAY ENTITLEMENT

The holiday year runs from January to December.

Your annual paid holiday entitlement is 28 working days, including Scottish public holidays as may from time to time be agreed with the Managing Director. You may be asked to work certain public holidays, and time off in lieu will be granted.

Annual paid holiday may be taken in multiples of 1 week (5 working days), with a maximum of 2 weeks being taken during any one holiday period, unless by agreement with the Managing Director.

In certain circumstances, it may be necessary for the Managing Director to embargo holidays at specific times of the year.

In the first and last years of your employment, your annual paid holiday entitlement will be 1.66 working days for each month worked during the year in question. Where an employee has already taken holiday which has not been worked for, any excess holiday paid for will be deducted from the employee's final salary.

No relaxation of the above policy on annual holiday entitlement will be permitted, except with the agreement of the Managing Director.

EDUCATIONAL LEAVE

In addition to your annual holiday entitlement, you may be granted further working days' paid leave, solely for the purpose of participating in educational trip/s. Such leave will be granted exclusively at the discretion of the Managing Director, in connection with educational trips which are deemed to be of value to the Company. Where such a trip includes one or more rostered days off, Sunday/s, and/or public holiday/s recognised by the Company, no time off in lieu will be granted. However, where an educational trip spans two working weeks, a day off will be granted in respect of one of these weeks.

The scope and value of any and all educational trip expenses incurred, and eligible for re-imburement by the Company, is entirely at the discretion of the Managing Director. A resume of current permitted re-claimable expenses is available on request.

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TIME OFF WORK -ABSENCE FROM WORK

If you are unable to come to work for any reason, you must inform the Manager/Assistant Manager by 9.30am on the first day of absence, by telephone, telefax or hand-written note. Failure to do so may render you subject to disciplinary action and may also bar you from any company sick pay. In notifying the Company you should indicate the reason for your absence and its likely duration.

ABSENCE THROUGH SICKNESS

All days of absence through sickness must be covered by a medical certificate.

For illnesses of more than 7 days, a doctor's certificate must be produced on the 8th day, and weekly thereafter.

For illnesses of less than 7 days, you should complete a self-certificate on return to work and pass it to the Manager. Should you realise that your sickness will last for more than the working week, you should contact the Company and ask for a certificate to be sent to your home. This should be completed, and returned by post to the Company.

Because of the rules relating to SSP (details over), it is important that your certificates indicate actual days of sickness, even if they are sometimes days when you would not have worked – eg weekends and public holidays.

While the Company will normally be sympathetic in cases of genuine sickness, illness or accident, prolonged or persistent absence from these causes may be investigated through the disciplinary procedure.

Where there is concern for a staff member's health and his/her ability to carry out their work, the Company reserves the right to ask the employee to submit to an independent medical examination, the cost of which will be borne by the Company.

The adoption and operation of a Company Sick Pay policy, and payment of company sick pay will be entirely at the discretion of the Managing Director.

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TIME OFF WORK – STATUTORY SICK PAY

All employers are obliged to pay SSP to all eligible employees for period of absence of 4 days or more, for a total of 28 weeks in one period of incapacity for work (PIW).

Your entitlement to SSP depends on :

A/ the number of days of sickness – there is no entitlement for the first 3 qualifying days

B/ proper notification to the Company of your absence through sickness (which you must do before the end of the first qualifying day)

C/ proper provision of medical certificates, that is, a self certificate for the first 7 days of illness and a doctor's certificate thereafter

Your qualifying days of SSP are those you normally work, eg Monday to Saturday inclusive.

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TIME OFF WORK - MATERNITY RIGHTS

ANTE NATAL CARE

Employees who become pregnant are entitled to time off with pay to attend ante natal clinic. To claim this right employees must, after their first appointment, produce a card from the hospital or clinic confirming the appointments. The Company requires at least 48 hours' notice of intention to be absent for such a purpose

STATUTORY MATERNITY PAY

Employees who have 26 weeks' continuous service by the Qualifying Week, eg the 15th week before the expected week of confinement, will be eligible for statutory maternity pay (SMP) at the current statutory rate for up to 39 weeks. To claim maternity pay from the Company, employees must give at least 28 days' notice in writing, of their intention to do so, and provide a Maternity Certificate signed by a doctor or midwife.

ORDINARY MATERNITY LEAVE

Employees are entitled to receive ordinary maternity leave, regardless of length of service. An employee receiving the basic entitlement of 39 weeks' maternity leave does not need to notify the Company of her intention to return to work, unless she intends to return early, in which case she must give 56 days' notice of her intention to return.

ADDITIONAL MATERNITY LEAVE

Employees who qualify for statutory maternity leave and pay are entitled to unpaid additional maternity leave of up to 13 weeks, commencing immediately after ordinary maternity leave finishes. The employee must notify the Company in writing, of her intention to return to work at least 56 days before the day on which she proposes to return. She must also conform to any legal requirements which the Company lays upon her to confirm her intention to return to work after the baby has been born. The length of maternity leave and the right to return to work will be the statutory provisions at the time.

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TIME OFF WORK – PARENTAL RIGHTS

Eligible employees who have 26 weeks' continuous service by the Qualifying Week, eg the 15th week before the expected week of confinement, will be eligible for statutory Paternity pay (SPP) at the current statutory rate. To claim paternity pay from the Company, employees must provide evidence of the pregnancy, and their eligibility to claim related benefits

Eligible employees are entitled to receive two consecutive weeks' paternity leave, regardless of length of service, and must inform the Company of their intention to take such leave by the end of the 15th week before the expected week of confinement. Leave must be completed within 56 weeks of the actual date of birth of the child

Employees eligible for maternity or paternity benefits, and other eligible employees may apply to the Company for certain changes to their working arrangements. Such changes are subject to certain conditions and will be made available entirely at the discretion of the Company, subject to the needs of the business

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PERSONAL APPEARANCE + CONDUCT

PERSONAL APPEARANCE

You are required to maintain a high standard of dress and personal appearance, compatible with working for a professional Company, and as specified by the Managing Director. The wearing of denims or trainers is not permitted, except at such times (eg Saturdays) and under such conditions as may from time to time be agreed with the Managing Director.

CONDUCT

PERSONAL TELEPHONE CALLS

The Company recognises the need of every member of staff, occasionally to make and receive essential personal telephone calls during working hours. Such calls may only be conducted with the prior knowledge and permission of the Manager/Assistant Manager.

COMPANY INTERNET + EMAIL FACILITIES

The Company's Internet and email facilities are for use for business purposes only; any use of these facilities for personal purposes may only be undertaken with the prior knowledge and permission of the Manager/Assistant Manager.

MOBILE TELEPHONES

In the event of you being issued with a Company mobile telephone, for either temporary or permanent use, this must be used exclusively for Company business purposes.

CONFIDENTIALITY

Absolute confidentiality regarding the affairs of the Company and its customers must be observed, and you must not discuss your remuneration with your colleagues.

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PERSONAL APPEARANCE + CONDUCT contd

CONFLICT OF INTEREST

You are expected to declare any interest in, or family connection with any other business, customer or agent

CONDUCT WITH CLIENTS

The impression every member of staff makes, on the Company's customers and members of the public, is of vital importance. In dealing with such contacts, either in the Company's offices or elsewhere, courtesy and tact must be used to ensure that good impressions are created and no complaint justified

PARTICIPATION AT FUNCTIONS

You are expected – at all times – to adhere to a high standard of personal conduct, so as to avoid any damage to this reputation, eg the Company will accept your cancellation of a previously accepted invitation to a travel function – or non-appearance at such a function – only in exceptional circumstances

There will be occasions when the Company will require that you attend an evening travel-related function. On such occasions you will be expected to participate as part of your job. If engaged in agency training after-hours, you will be invited to take time off in lieu during your normal working day. If your participation is required on a Saturday or Sunday, time off in lieu should be taken during the working week, subject to agreement with the Managing Director or Manager

EMPLOYEE MONITORING

The Company reserves the right to monitor employees' use of business telephone, Internet and email facilities at any time and without disclosure, to ensure compliance with the relevant conditions of employment

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DISCIPLINARY + GRIEVANCE PROCEDURES

A copy of the Company's disciplinary procedure is attached to this contract of employment

GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, you should raise it with your manager . If the matter is not resolved within 5 working days, you should raise it in writing with the Managing Director, who will consider your grievance at a meeting* with you, and advise you in writing of his decision within 10 working days.

*You have the right to be accompanied by a colleague at any meeting/s

HEALTH + SAFETY AT WORK

You are reminded that you have a statutory duty to observe all health and safety rules, and take all reasonable care to promote the health and safety at work of yourself and your colleagues. Wilful breach of the health and safety policy will be dealt with through the disciplinary procedure

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ANNUAL SALARY

For each calendar month worked, one-twelfth of your annual salary is payable directly into your bank account, in arrears, on the last Thursday of each month. For periods of less than 1 month, at commencement or cessation of employment, one-twentieth of your monthly salary will be due for each working day completed, less any adjustments due, eg relating to your holiday entitlement

PENSIONS

The Company has selected a Stakeholder Pension Scheme, which all employees are eligible to join.

Details are available on request from the Managing Director. The Company does not offer or make employer contributions to any employee's stakeholder pension

OUT-OF-POCKET EXPENSES

The Company will meet the cost of all reasonable business-related accommodation, entertainment and general out-of-pocket expenses incurred by you, in connection with Company business, and subject to criteria set by the Managing Director

INCENTIVES

All incentives awarded and accepted (eg shopping vouchers, free or discounted travel products) are the exclusive property of the individual employee; and any and all consequent liabilities—including but not limited to legal and tax-related liabilities—are entirely the responsibility of the individual employee

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TERMINATION OF EMPLOYMENT

Should you wish to terminate your employment with the Company, you are required to give 4 weeks' notice in writing, to the Managing Director

Should the Company wish to terminate your employment, for reasons other than gross misconduct, you will be entitled to notice as follows :

Up to 2 years' service	4 weeks
2—6 years' service	6 weeks

Thereafter, an extra week's notice will be given for each full year of service, up to 12 weeks' notice after 12 years' service

The Company reserves the right to retrieve any and all monies owed by employees, on the termination of employment

GROSS MISCONDUCT

Should the Company terminate your employment for gross misconduct, no notice will be given and all residual employee benefits will be forfeit. For the avoidance of doubt, gross misconduct includes, but is not restricted to theft of Company information*; criminal acts, whether or not resulting in prosecution, eg theft, drug-taking; and being under the influence of drugs and/or alcohol during working hours, or whilst representing the Company

*** THEFT OF COMPANY INFORMATION**

Theft of Company information, including but not limited to client databases (names and contact details), current and past bookings, and promotional material, and its use for any and all purposes, is considered Gross Misconduct, regardless of whether you are a current employee or past employee. Such action will result in instant dismissal, in the case of current employees, and legal redress being pursued, in the case of past employees

REDUNDANCY

All decisions relating to redundancy are exclusively the prerogative of the Managing Director, consistent with government legislation

DATA PROTECTION

As part of your terms and conditions of employment, you give the Company permission to collect, retain and process information about you, such as age, sex and ethnic origin. This information will only be used so that the Company can monitor its compliance with the law and best practice, in terms of equal opportunity and non-discrimination. The information which is held will be checked with you from time to time to ensure it remains up to date. Should your personal circumstances change, you should notify the Company immediately.

The Company undertakes to act within current applicable
UK and EC legislation in relation to employment,
including but not limited to
Race Relations, Disability Discrimination, National Minimum Wage,
Working Time and Data Protection
always providing
any alteration to the terms of this contract, made necessary
as a result of future legislation, will be deemed to be acceptable
to both parties.

These terms and conditions will be updated as and when
appropriate, and may be subject to change following
consultation with the staff. Such changes will be notified
within one month of the change taking place.

Signed for and on behalf of the Company :

Signed : date :
Name :
Position :

I have read and understood the terms and conditions detailed in this
contract and handbook, and accept that these form part of my contract
with the Company. *

Signed : date :
Name :

I acknowledge receipt of this document, which acts as the statement of
terms and conditions of employment to which I am entitled to have access,
but hereby exercise my right not to sign it in the above terms. *

Signed : date :
Name :

APPENDIX

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DISCIPLINARY RULES + PROCEDURE

Employment is subject to the Company's Contract of Employment and Staff Handbook, which adjoins this Appendix.

If it is established by the Company that disciplinary action against a staff member is necessary, the following stages will be followed :

1/ ORAL WARNING : a meeting will be arranged between the Managing Director and/or Manager and the employee, at which the reasons for the warning will be given in detail, and a reasonable period for specific improvement/s in behaviour/performance agreed. If no improvement follows :

2/ STATEMENT OF GROUNDS FOR ACTION (FIRST WRITTEN WARNING) AND MEETING : a written statement, detailing the reasons for the warning and specific improvement/s in behaviour/performance required, will be given, at a meeting arranged between the Managing Director and/or Manager and the employee. A reasonable period for the improvement/s will be given.

Disciplinary action may be taken by the Company, at this stage and beyond, notwithstanding the disciplinary and appeal procedure continuing.

Again, if no improvement follows :

3/ STATEMENT OF GROUNDS FOR ACTION (FINAL WRITTEN WARNING) AND MEETING : a written statement, detailing the reasons for the final warning, specific improvement/s in behaviour/performance required and the disciplinary action which may be taken, will be given, at a final meeting arranged between the Managing Director and/or Manager and the employee. A reasonable final period for the improvement/s will be given.

Again, if no improvement follows, the specified disciplinary action will be taken.

At all stages of the disciplinary procedure, the employee may appeal against the disciplinary procedure. A meeting will be arranged between the Managing Director and/or Manager and the employee, at which the appeal will be heard. After the meeting, the Company will inform the employee of its decision

At all stages , the employee may be accompanied at meetings by a colleague, who may participate and ask questions

GROSS MISCONDUCT

Where the Company has reason to believe the employee is guilty of gross misconduct, the employee may be dismissed without notice, forfeiting all outstanding benefits.

The Company will set out in writing, details of the alleged misconduct, its basis for believing the misconduct took place and the employee's right of appeal against dismissal. Thereafter, the appeals procedure (above) will be followed.