**DATED 4th December 2019**

**OXFORD INTERNATIONAL EDUCATION & TRAVEL LIMITED**

**and**

**Beatrice Bartus**

# **EMPLOYMENT CONTRACT**

**asb law LLP**

**Origin Two**

**106 High Street**

**Crawley**

**West Sussex**

**RH10 1BF**

**Tel: 01293 603600**

**Ref: SAM/**

**THIS AGREEMENT** is made on 4th December 2019.

B E T W E E N

1. Oxford International Education & Travel Limited incorporated and registered in England and Wales with Company Number 2666738 whose registered office is at New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, United Kingdom, SO53 3LG (“the Company” or “we”).
2. Beatrice Bartus of 80 Chilswell Road, Oxford, OX 4PJ **(temporary)** (“you”).
3. **your Employment and probationary period**
   1. You are employed by the Company and your employment with the Company commences on 6th January 2020.
   2. Your employment with Oxford International Education Group which commenced on 06/01/2020, counts towards your period of continuous employment with the Company.
   3. The first 3 months of your employment shall be a probationary period and during this period your employment may be terminated at any time by either party giving four week’s prior notice. We may, at our discretion, extend this period should your performance and suitability require further evaluation. We will inform you in writing of the successful completion of your probationary period.
   4. You represent and warrant to the Company that, by entering into this Agreement or performing any of your obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you and undertake to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if you are in breach of any such obligations.
   5. You warrant that you are entitled to work in the UK without any additional approvals and will notify the Company immediately if this position changes at any time during your employment with the Company.
   6. It is a condition of your employment that you:
      1. satisfy any legal requirements necessary for you to complete your duties, such as, without limitation, satisfactory verification of your suitability for employment at the Disclosure and Barring Service and two satisfactory employment references from appropriate referees;
      2. you inform the Company immediately if at any time during your employment you are involved in any child protection investigations that the Company should be aware of and that may affect your suitability for employment, charged with or convicted of any criminal offence, are in receipt of any indictment or police caution or placed on any Children’s Barred or Adult’s Barred List,

failing which your employment may be summarily terminated, notwithstanding any other provision of this Agreement.

1. **Job Title**
   1. You are employed as Assistant Director of Studies or such other role as the Company considers appropriate and report to the OIEG Oxford Director of Studies. You may be required to undertake other duties from time to time as we may reasonably require to meet the needs of the business.
2. **Place Of Work**
   1. Your normal place of work is OIEG Oxford, 36-37 Pembroke Street, Oxford, OX1 1BP or such other place within the UK as we may reasonably request. The nature of your role means that you may be required to travel throughout the UK.
3. **Hours Of Work** 
   1. Your normal working hours are 40 hours per week (excluding lunch breaks), including contact hours, to be worked on such days and at such times as the Employer reasonably requires. You may be required to work such additional hours as may be necessary for the proper performance of your duties without further pay.
   2. You agree to comply with all health and safety guidelines and instructions which the Company may give to you from time to time and to complete without delay all health and safety questionnaires that the Company may send to you from time to time.
   3. You agree that the statutory maximum average working time of 48 hours a week shall not apply to your employment with the Company and that your average working time may therefore exceed 48 hours a week. If you no longer agree to work in excess of the 48 hour weekly maximum, you must provide the Company with three months’ prior written notice.
4. **Salary**
   1. Your basic salary is £23,000 per year. Your salary will accrue from day to day and it will be paid on the last Friday of each month directly into your bank or building society account.
   2. The Company will review your salary annually and we may, at our discretion, award you an increase from time to time. The Company is not obliged to increase your salary and any increase will not affect the other terms of your employment. The Company will not review your salary after notice has been given by either party to terminate your employment.
   3. The Company reserves the right to require you to repay, either by deduction from any payments due to you or any other method acceptable to the Company:
      1. Any losses sustained in relation to the property or monies of the Company, client, customer, visitor or other employee of the Company, during the course of your employment caused through your carelessness, negligence, recklessness or through your breach of the Company’s rules or any dishonesty on your part;
      2. Any loss sustained by the Company by you entering the Company into any contract with a third party without authority;
      3. Any damages, expenses or any other monies paid or payable by the Company to any third party for any act or omission for which the Company may be deemed vicariously liable on your behalf;
      4. Any amounts of remuneration, commission, expenses or any other payments (statutory, discretionary, etc) which are overpaid to you whether made by mistake or through any misrepresentation or otherwise; and
      5. Any other sums owed to the Company by you, including, but not limited to, outstanding loans or advances, or relocation expenses.
5. **Pensions**

The Company will comply with the employer pension duties in respect of your employment in accordance with Part 1 of the Pensions Act 2008. Further information is available from the HR department.

1. **Holidays**
   1. You are entitled to 33 days’ holiday during each holiday year including the usual bank holidays in England and Wales or the pro-rata equivalent if you work part time. The Company’s holiday year runs between 1 January and 31 December. If you start or finish employment part way through the holiday year, the Company will pro-rata your holiday entitlement for that year.
   2. On completion of three years’ continuous service, you will accrue an additional 2 days’ holiday for the purpose of rewarding staff loyalty. These additional 2 days’ will be added to your holiday entitlement in the following holiday year.
   3. Holidays may only be taken at times convenient to the Company and are subject to the rules set out in the Staff Handbook. We may require you to take holiday on specific days as notified to you.
   4. You will be paid your normal remuneration during such holidays.
   5. Holidays must be taken in the year of entitlement and may not be carried forward to the following holiday year unless you gave been granted express permission by the Company (in which case no more than 3 days may be carried over) or a period of statutory maternity, paternity, adoption, parental or shared parental leave has prevented you from taking it in the relevant year.
   6. Upon termination of your employment you will be entitled to pay in lieu of any unused holiday entitlement or be required to pay to the Company pay received for holiday taken in excess of your holiday entitlement. Any sums due may be deducted from any money owing to you. You will be paid your normal basic pay for such holidays. For the purpose of calculating any holiday pay due to you or owed by you to the Company one day’s pay shall be your basic annual pay divided by 260.
   7. The Company reserves the right to require you to take any unused holiday during the notice period, even if booked to be taken after the end of the notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave under clause 14.3.
   8. If you have been dismissed or the Company would be entitled to dismiss you for gross misconduct or you have resigned without giving the required notice, any payment in lieu for accrued and unused holiday shall be limited to your statutory entitlement, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
   9. If you have had any periods of continuous absence which exceed 4 calendar weeks or when absence totals more than 6 calendar weeks in one holiday year, your holiday entitlement for the year will be reduced for the year pro-rata to the total period(s) of absence. In the event that the holiday entitlement for one holiday year has been exhausted, deductions shall be made from the following year’s entitlement. However, your holiday entitlement for any holiday year will not be less than your statutory entitlement. This clause does not affect your entitlement during any period of statutory maternity, paternity, adoption, parental or shared parental leave.
2. **SICKNESS ABSENCE**
   1. If sickness or injury prevents you from coming to work, you must follow the reporting procedures set out in the Staff Handbook.
   2. After successful completion of the probationary period and subject to your compliance with the terms and conditions of this Agreement, you shall be entitled to receive contractual sick pay, which is inclusive of any SSP that may be due for the same period, and is paid on the following basis:

|  |  |  |
| --- | --- | --- |
| Length of service | Full pay | Half-pay |
| During first year of employment | 2 weeks | 2 weeks |
| During second year of employment | 1 month | 1 month |
| During third and subsequent years of employment | 2 months | 2 months |

* 1. If you have been on long term sick leave continuously for more than a year, you will not qualify for contractual sick pay again until you have returned to work for a total of 26 consecutive weeks.
  2. If a period of absence is or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify the OIEG Oxford Director of Studies and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require. Any company sick pay or other payments we make to you in respect of that period shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.
  3. You agree to consent to a medical examination (at our expense) by a doctor nominated by the Company should the Company so require.
  4. The right of the Company to terminate your employment under the terms of this Agreement apply even when such termination would or might cause you to forfeit any entitlement to sick pay or other benefits.

1. **EXPENSES**
   1. The Company will reimburse all reasonable out-of-pocket expenses incurred by you during the operation of your day to day duties, subject to production of VAT receipts or other appropriate evidence of payment.
   2. You shall abide by the Company’s policies on expenses as set out in the Expenses Policy from time to time.
2. **Confidential Information**
   1. You are responsible for ensuring the security of confidential information. In particular, you undertake to:
      1. encrypt and/or protect by password any confidential information held on your computer;
      2. lock your computer terminal whenever it is left unattended;
      3. ensure any wireless network is secure; and
      4. keep all papers secure when not in use.
   2. You shall neither during the employment (except in the proper performance of its duties) nor at any time after the termination of your employment:-
      1. divulge or communicate to any person, company, business entity or other organisation; or
      2. use for your own purpose or for any purposes other than those of the Company; or
      3. through any failure to exercise due care and diligence cause any unauthorised disclosure of

any trade secret or Confidential Information relating to the Company;

* 1. For the purposes of this Agreement, "**Confidential Information**" means any information or matter (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain (except as a result of any action or omission by you in breach of this contract) and which relates to the affairs of the Company or any Group Company or any of their business contacts, including (but not limited to) strategic information regarding the business of the Company or any Group Company or any of their clients, pupils (including former, current and prospective pupils), pupils families (including the families of former, current and prospective pupils), governors (and any former or prospective governors of the Company), parental complaints and safeguarding and SEN information, pricing information, statistical information and research methods, management information including financial information, results and forecasts, details of employees and of the remuneration and benefits paid to them, corporate information relating to the business methods, development plans and opportunities and finances and any other information which you are told is confidential.
  2. Nothing in this clause will prevent you making a “protected disclosure” within the meaning of the Public Interest Disclosure Act 1998, provided that you have followed any reasonable Company procedure in relation to the reporting of any alleged wrongdoing or malfeasance on the part of the Company or any Group Company or any of their officers, directors, employees or advisers.

1. **Company Property**
   1. All documents, manuals, hardware and software provided for your use by the Company or any Group 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.
   2. The Company's systems enable the Company to monitor telephone, email, voicemail, internet and other communications. In order to carry out its legal obligations as an employer (such as ensuring your compliance with the Company's IT related policies), and for other business reasons, the Company may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.
2. **INTELLECTUAL PROPERTY**

If you create any inventions, patents, designs, copyright works, trade marks, domain names, computer software, databases, technical know-how, trade secrets or any other industrial or intellectual property, whether registerable or not, and any applications or rights to apply (“intellectual property”), made by you alone or with others in the course of your employment, then you will provide the Company with details of such intellectual property. You acknowledge that any and all intellectual property shall automatically belong absolutely to the Company and to the extent that they do not vest in the Company automatically, you hereby assign (with full title guarantee) any intellectual property conceived, created or made by you (alone or with others in the course of your employment). You also hereby waive all your present and future moral rights which arise and all similar rights in order jurisdictions relating to any copyright which forms part of the intellectual property. You will do everything necessary and execute all documents required, at the Company’s expense, to vest the intellectual property fully in the Company. You acknowledge that, except as provided by law, no further remuneration or compensation other than that provided for in this Agreement is or may become due to you in respect of your compliance with this clause.

1. **DATA PROTECTION**
   1. The Company’s Staff Privacy Notice sets out how we will collect, use and store your personal data.
   2. If you handle personal data in the course of your employment (including personal data relating to any employee, pupils, parents, governors, customer, client, supplier or agent of the Company) you shall comply with all safeguards the Company has in place to protect its confidentiality and integrity.
2. **Termination And Notice Period**
   1. After successful completion of the probationary period referred to in clause 1.2, the prior written notice required from both parties to terminate your employment is 2 months or statutory minimum notice if greater.
   2. During any period of notice of termination (whether given by you or by the Company), the Company may require you not to attend your place of work for the duration or a part of your notice period and/or may at its discretion relieve you of some or all of your duties during that period (Garden Leave). During the period of notice, including any Garden Leave, you will remain an employee of the Company and bound by all the terms and conditions in this contract, including, but not limited to those relating to confidentialityand intellectual property.
   3. The Company may, at its discretion, terminate your employment at any time and with immediate effect by notifying you that it is exercising its right under this clause 14.3 and that it will make, within 28 days, a payment in lieu of notice (Payment in Lieu) to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) which you have been entitled to receive during the notice period referred to at clause 14.1 (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:
      1. any bonus or commission that might otherwise have been due during the period for which the Payment in Lieu of notice is made;
      2. any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu of notice is made; and
      3. any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu of notice is made.
   4. You shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 14.3. Nothing in this clause 14 shall prevent the Company from terminating your employment in breach.
   5. The Company shall be entitled to dismiss you at any time without notice or Payment in Lieu if you commit a serious breach of your obligations as an employee or if you cease to be entitled to work in the UK.

# **OBLIGATIONS ON TERMINATION**

* 1. You shall on termination of your employment (however arising) or, if earlier, at the start of a period of Garden Leave:
     1. Subject to clause 15.2 deliver to the Company all materials, records and other information (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) made, complied or acquired by you during your employment and relating to the Company or any Group Company of their business contacts, any keys, credit cards and any other property of the Company of any Group Company which is in your possession, custody, care or control.
     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 your possession, custody, care or control outside the premises of the Company;
     3. Confirm in writing your compliance with your obligations under this clause 15 if requested to do so by the Company and provide it with such reasonable evidence of compliance as it may request.
  2. Where you have been placed on Garden Leave you may be required to return any property provided to you during your employment. If this is the case and the property has been provided to you as a contractual benefit, you will be provided with equivalent equipment for use during the period of Garden Leave.
  3. For the avoidance of doubt, all business contact details and information relating to the Company or any Group Company stored on any personal or Company device provided to you remains the property of the Company and/or Group Company.
  4. On termination of your employment (however arising) you shall not be entitled to any compensation for the loss of any right or benefits under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by the Company or any Group Company in which he may participate.

1. **OTHER EMPLOYMENT**
   1. You must devote the whole of your time, attention and abilities during your hours of work to your duties for the Company and you may not perform any duties, whether directly or indirectly, for any other business or employment during your working hours.
   2. You may not, without the prior written consent of the Company work for or in any other way assist, whether directly or indirectly, any business or employment outside your hours of work with the Company.
2. **Disciplinary And Grievance Procedures** 
   1. Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are contained in the Staff Handbook. These procedures do not form part of your contract of employment.
   2. We may, at our discretion, suspend you with pay for the purposes of investigating any allegation of misconduct against you.
3. **staff handbook**

You must comply with the Company’s rules, policies and procedures as set out in the Staff Handbook a copy of which is available from the HR department.They do not form part of the contract of employment and the Company may amend them at any time.

1. **Collective Agreement**

There is no collective agreement which directly affects your employment.

1. **Changes To Your Terms Of Employment**

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible.

1. **NOTICES**
   1. Any notice given under this Agreement shall be deemed to have been received:
      1. if delivered by hand, at the time the notice is left at the address or given to the addressee;
      2. in the case of pre-paid first class UK post or other next working day delivery service, on the second business day after posting or at the time recorded by the delivery service;
      3. in the case of pre-paid airmail, on the fifth business day after posting or at the time recorded by the delivery service; or
      4. in the case of email; at the time of transmission to:
         1. in the case of the employee, to their last known personal or business email address if they have still access to the business address; and
         2. in the case of the employer, to its HR team at 259 Greenwich High Road, London SE10 8NB.
2. **Third Party Rights**

The Company enters into this Agreement for itself and as agent and trustee for all Group Companies and it is authorised to do so. It is the parties' intention that each Group Company should be able to enforce any rights it has under this Agreement, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999. Save as expressly provided herein it is not the intention of the parties that any term of this Agreement will be enforceable by any third party pursuant to the Contracts (Right of Third Parties) Act 1999 save that the exclusion of the operation of this Act is without prejudice to the rights and remedies of third parties that may exist apart from those provided in the Act.

1. **ENTIRE AGREEMENT**
   1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
   3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligence misstatement based on any statement in this Agreement.
   4. Nothing in this clause shall limit or exclude any liability for fraud.
2. **GOVERNING LAW & JURISDICTION**

The terms of this Agreement shall be construed under and governed by the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in all matters relating to this Agreement.

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

Signed by Leo Leontiadis, Group HR Manager

For and on behalf of Oxford International Education & Travel Limited

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Signed by Beatrice Bartus……………………………………………….