



## **1. Commencement and Duration of Employment**

1.1 Your employment with Belstone Ventures Ltd will begin on the date specified in Part 2 of the Appendix to this contract. This is a Full time / Part Time / Fixed-term employment contract. It is agreed that the provisions of the Unfair Dismissals Act 1977 - 2001 will apply to this contract in the event of termination.

1.2 Your employment will be on a probationary basis for an initial period of 6 months from the date of commencement of employment. Belstone Ventures Ltd may extend this probationary period but in any case, it will not exceed 9 months in total. You may be terminated at any time during the assigned probationary period by Belstone Ventures Ltd giving you notice in line with the statutory notice periods as outlined in this document.

1.3 Your performance will be reviewed during your probationary period. If you complete the probationary period to the satisfaction of management you will be reviewed in accordance with Company policy in force from time to time.

## **2. Function and Duties**

2.1 You will be employed in the position/function specified in Part 3 of the Appendix. In that capacity, you will be expected to perform all acts, duties and functions as Belstone Ventures Ltd may direct. You will be expected to comply with such directions as are linked to your position/function and considered by Belstone Ventures Ltd to be reasonably consistent with such a position/function.

2.2 You will observe and comply with all lawful instructions, rules, regulations and policies confirmed to you from time to time by Belstone Ventures Ltd.

2.3 During the course of your employment, as the business of Belstone Ventures Ltd changes and develops, it may be necessary to expand your duties within the general scope of your position or to change your function. Such a change may occur to suit market demands, manpower availability, increased competitiveness etc. and it is a condition of employment that you agree to be totally flexible with regards to your work.

2.4 In order to meet the requirements of Belstone Ventures Ltd business and its reasonable operational needs, you may be required to carry out any other duties in addition to or instead of those to which you have been assigned. However, you will not be required to carry out duties which you cannot reasonably perform.

## **3. Place of Work**

3.1 Your place of work at the commencement of this contract will be at the location specified in Part 4 of the Appendix. However, this may change from time to time and you may be required to attend at any location linked to the organization, in keeping with the demands of your job and/or the changing needs of the business. You will be given as much notice as possible where the company asks you to travel to another site.

3.2 During your employment you must devote your time, attention and skills exclusively to the business of the company and you must use your best endeavours to promote the interests, business and welfare of the company. You will not, during the continuance of your employment, engage in other work or employment for any other party without the prior written consent of the company. You must avoid outside business

relationships, or business dealings with any of the company's customers/competitors.

3.3 Except and to such extent as may be otherwise mutually agreed or specified in Part 5 of the Appendix your normal working hours will be up to 39 hours per week Monday to Sunday. The company reserves the right to determine the hours/days you work or alternatively, to change these working hours. You will receive as much notice as is reasonably possible prior to any change.

Your rest periods will be in accordance with the organization of Working Time Act, 1997 and will be agreed with your Manager in advance. Break periods will be unpaid.

3.4 From time to time, based on Belstone Ventures Ltd business needs, you may be requested to work hours in addition to the normal working hours, and your co-operation in this regard will be appreciated. Where possible, any such requirement will be notified to you in advance by your immediate Manager/Supervisor.

3.5 You will not normally be entitled to additional remuneration for any hours worked in excess of normal hours per week.

#### **4. Remuneration, Benefits and Deductions**

4.1 Your basic pay shall be at the rate specified in your interview and in Part 6 of the Appendix. Pay will be pro-rata for lesser periods worked. Your salary will be payable weekly, in arrears, credit transfer to your bank account, and such payment arrangements shall remain in force until otherwise mutually agreed in Writing.

4.2 Belstone Ventures Ltd will deduct all amounts from remuneration payable to you, which it is authorized to deduct or required by law to deduct and remit to the Revenue authorities.

4.3 Belstone Ventures Ltd shall be entitled to deduct from your remuneration any monies owed by you to Belstone Ventures Ltd including but not limited to any outstanding loans, advances, course fees, the cost of repairing or recovering any damage or loss of Company property caused by you and any excess holiday pay.

4.4 Pension Scheme - Belstone Ventures Ltd will provide you with information to join a PRSA scheme with our chosen provider. Further details can be obtained from your Manager.

4.5 Retirement Age - The retirement age is the date of your sixty fifth birthday. This date may be extended with the approval of the Board of Directors.

4.6 Your annual leave entitlement shall be the number of working days specified in Part 7 of the Appendix.

4.7 Annual leave and statutory public holiday entitlements will be granted in accordance with Part III of the Organization of Working Time Act 1997.

4.8 Holiday leave may be taken at such time or times as Annual leave and statutory public holiday entitlements will be granted in accordance with Part III of the organization of Working Time Act 1997.

4.9 Holiday leave may be taken at such time or times as Belstone Ventures Ltd shall consider most convenient having regard to its business requirements and the wishes of the employee. The company Holiday year runs from 1st January to 31st December.

Further information on annual leave and public holidays can be found within your Employee Handbook.

#### **5. Health & Safety**

It is the policy of Belstone Ventures Ltd to operate and maintain a safe and healthy working environment and to comply with the statutory requirements of the Safety, Health and Welfare at Work Act 2005.

A copy of Belstone Ventures Ltd Safety Statement is available for your information on the commencement of your employment and on an annual basis thereafter. You are expected to familiarise yourself with this document and it is your duty as an employee to comply with its guidelines and directions. You will be required to confirm that you have familiarised yourself with our Safety Statement by signing and returning the Acknowledgement Form at the front of the document.

In signing this contract of employment, you acknowledge that you have undertaken the proper lifting courses and are fully competent to discharge your duties in a safe manner. You further acknowledge that you are aware of all Health & Safety legislation and requirements, including Fire Safety Regulations, lifting procedures and all other procedures, to enable you to provide or complete your work in a safe manner. If you have not received any of the above training, you must highlight this issue to your manager.

If you are unsure of any aspect of the Safety, Health and Welfare at Work Act 2005 or what is required of you from a Health & Safety point of view, this should immediately be brought to the attention of the employer, so that further information and/or training can be provided.

A copy of Belstone Ventures Ltd Health and Safety Policy Statement is contained in the Employee Handbook.

## **6. Absence**

6.1 If you are absent from work due to sickness, or any other reason, your immediate Supervisor / Manager must be notified as early as possible. In any event, they should be notified at least 9:00am on your start time on the first day of absence. Text messages, emails and voice mails are not acceptable methods for communicating your absence.

6.2 Belstone Ventures Ltd does not operate a sick pay scheme. Therefore, any periods of absence due to illness will be taken at your own expense.

6.3 You may be entitled to Social Welfare Benefit, in line with Social Welfare eligibility rules, while absent due to illness. Any Social Welfare payments received should be retained by the employee as this will be the only remuneration or compensation received.

6.4 If you are absent due to sickness or incapacity for two or more consecutive days, you must, at your own expense, furnish Belstone Ventures Ltd with a certificate from a registered Medical Practitioner specifying the nature of your illness or incapacity and the likely duration of your absence. Certificates should be submitted on a weekly basis thereafter. On some occasions, the company may require you to submit a certificate after the first day.

6.5 Before returning to work, you may also be required to submit, at your own expense, a certificate from a registered Medical Practitioner confirming that you are fully fit to resume your normal duties.

6.6 Belstone Ventures Ltd reserves the right to request that you attend a doctor nominated by the company at any time during sickness or incapacity.

6.7 Long term absence or sick leave may put the employment at risk and be construed as Incapability; this may result in termination of employment. Therefore you will be deemed to have frustrated your contract of employment by reason of incapacity.

For further information on absenteeism, please consult your Employee Handbook.

## **7. Lay-off and / or short time**

Belstone Ventures Ltd reserves the right to lay you off from work or reduce your working hours, where, through circumstances beyond its control, it is unable to maintain you in employment. You will receive as much notice as is reasonably possible prior to such lay-off or short time. You will not be paid during the lay-off period. You will

be paid only in respect of hours actually worked during a period of a short time.

**10. Discipline**

10.1 Employees are expected to adhere to Belstone Ventures Ltd standards of conduct, capability and performance as notified by Belstone Ventures Ltd to its employees. Employees will be subject to disciplinary action up to and including dismissal if they fail to meet Belstone Ventures Ltd agreed on standards.

Further information on the standards of conduct, capability and performance can be found in your Employee Handbook.

10.2 Conduct, which does not warrant summary dismissal, can result in a verbal warning and/or written warning(s).

10.3 Where verbal and/or written warning(s) is/are not heeded, the employee will be subject to dismissal either with or without notice or payment in lieu of notice, as Belstone Ventures Ltd considers appropriate. Full details of the relevant and appropriate disciplinary procedure(s) as well as the Grievance procedure adhered to by Belstone Ventures Ltd can be found in your Employee Handbook.

**11. Termination of Employment**

11.1 If your Manager should determine that your services are unsatisfactory, the appointment may be terminated in accordance with existing employment legislation.

(a) Save and insofar as the parties agree that the Unfair Dismissals Act 1977 2001 shall apply to this contract: or

(b) any other notice period agreed by you and Belstone Ventures Ltd in writing. For business purposes, Belstone Ventures Ltd normally requests a minimum of 1 months' notice, however, if possible, a greater notice period would be desirable. Further information on notice periods can be found in your Employee Handbook.

Service	Notice
Less than 13 Weeks	None
13 Weeks to 2 Years	1 Week
2-5 Years	2 Weeks
5-10 Years	4 Weeks
10-15 Years	6 Weeks
15 Years Plus	8 Weeks

11.2 You will be entitled to receive the appropriate notice period, as set down in the Minimum Notice and Terms of Employment Act 1973-2001. As per the Act, the minimum period of notice to be given depends on the length of service of the employee, as follows:

11.3 Belstone Ventures Ltd reserves the right to give you pay in lieu of any period of notice, which you are required to give to or are entitled to receive from Belstone Ventures Ltd

11.4 If you refuse to work all or any part of the notice period, you will forfeit any remuneration due to you, for all or the remainder of the notice period.

11.5 Belstone Ventures Ltd shall be entitled to terminate your contract without notice or payment in lieu of notice if you are guilty of gross misconduct. Please consult your Employee Handbook for further information on what this category of misconduct entails.

11.6 Belstone Ventures Ltd reserves the right to terminate your employment with the Company without notice or salary in lieu of notice and with immediate effect if you as an employee:

Commit any serious breaches of the terms and conditions of this Contract of Employment.

Commit any act or are guilty of any conduct, which in the reasonable opinion of management brings you or Belstone Ventures Ltd into serious disrepute.

Commit an act of serious dishonesty (e.g. steal cash and/or property from the employer, colleagues or customers) or falsify documents. This will most likely result in prosecution.

Are convicted of any serious criminal offence or had the Probationary Act applied (excluding an offence under the Road Traffic Legislation in Ireland or elsewhere for which you are not sentenced to any term of imprisonment or suspended).

Commit an act of theft whether related to Belstone Ventures Ltd and its business or otherwise.

## **12. References**

It is a condition precedent of this offer of employment that Belstone ventures Ltd receives satisfactory references and evidence of your qualifications. Belstone ventures Ltd reserves the right to request references from previous employers. These references must be on file prior to your commencing employment with Belstone ventures Ltd.

## **13. Return of Property**

Upon termination of your employment for whatever reason, you will be required to return without delay to Belstone ventures Ltd all its property of every nature and description including but not limited to: personal computers, software, manuals, identity cards and all other items belonging to or issued to you by or on behalf of Belstone ventures Ltd in the course of or in connection with your work.

## **14. Medical Examination**

You may be required, at any time during your employment with Belstone ventures Ltd, to submit to one or more medical examinations by a registered medical practitioner nominated by Belstone ventures Ltd.

## **15. Search**

Belstone ventures Ltd reserves the right to search your person, vehicle, and property while on or departing from Belstone ventures Ltd premises. Further information can be found in your Employee Handbook.

## **16. Confidential Information**

All information, which is not in the public domain and has been acquired in the course of your duties and employment with Belstone ventures Ltd must be treated as confidential both during and after the termination of your employment.

## **17. Good Faith**

Employees should inform the employer if they are pregnant and of any illnesses or injuries that they have, had in the past, or suspect they may have, which could be considered relevant to your employment and/or the tasks you will be required to carry out on a daily basis. In all cases, the employer should be informed as soon as possible.

## **18. Permit to Work**

It is a condition precedent of this offer of employment that Belstone ventures Ltd receives satisfactory evidence of your permission to work in Ireland. For example, you may need to provide some or all of the following documents:

Current Passport  
Garda National Immigration Bureau (GNIB) Registration Card  
Original employment permit

If you are likely to have difficulty in producing the documents as specified above please let the Company know as soon as possible.

## **19. Entire Agreement**

This contract represents the entire agreement between the parties and supersedes any and all previous agreements, understandings and correspondence concerning your employment with Belstone Ventures Ltd. Any additional or amending provisions shall be by agreement between you and your Manager and will be signed by each party, and will be appended to this document.

## **20. Acknowledgement and Agreement**

If you are willing to accept employment with Belstone Ventures Ltd on the terms and conditions outlined above, you should sign the form of acknowledgement and agreement at the end of this statement and return the complete contract and signed Non Disclosure Agreement to the undersigned.

# APPENDIX TO CONTRACT

**EMPLOYER: Belstone Ventures Ltd**

**EMPLOYEE: The person whose name and address is specified in Part 1 of the Appendix to this contract.**

You agree and acknowledge that you are entitled to seek your own independent legal advice and that you have fully read and fully understand the effect and implications of this contract of employment and every part thereof. You further agree and acknowledge that you are entering into this contract of employment without any coercion of any description.

All amendments to your terms and conditions of employment will be confirmed by Belstone Ventures Ltd in writing and unless so confirmed will not be considered part of your employment contract.

This statement is given to you as a record of the terms and conditions of your employment with Belstone Ventures Ltd and in compliance with the Terms of Employment (Information) Act 1994 - 2001.

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*Manager*

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*Your Signature*