



CONTRACT OF EMPLOYMENT

THIS AGREEMENT IS MADE BETWEEN

(1) (the 'Employer') Hut 3, Cultybraggan Camp,
Comrie,
Perthshire,
PH6 2AB

and
(2) (the 'Employee') xxxxxxxxx

This document (3 pages) sets out the terms and conditions of employment which are required to be given to the Employee under Section 1 Employment Rights Act 1996 and which apply at the date hereof.

1 COMMENCEMENT AND JOB TITLE

The Employer agrees to employ the Employee from xxxxxxx 2017 to xxxxx 2018 initially, against the work identified in the job description below on the Cultybraggan Development Project, or such other place of business that the Employer may reasonably require. No employment with a previous employer will be counted as part of the Employee's period of continuous employment.

The contract may be subject to extension and further follow-up work. This is dependent on securing further grant funding.

2 SALARY

The Employer shall pay the Employee a salary of £ 25,000 per annum (pro rata) paid in monthly instalments in arrears.

3 HOURS OF EMPLOYMENT

The Employee's normal hours of employment shall be 37.5 hours per week unless otherwise stated. Flexible working arrangements are in place. There will be no additional payment for evening and weekend work. The Employee will be entitled to a one hour, unpaid lunch break.

4 TRAVEL EXPENSES AND SUBSISTENCE

When travelling is required, out of pocket travelling expenses and subsistence will be reimbursed monthly, in accordance with the Employer's expenses policy.

5 HOLIDAYS

Twenty-five days (pro-rata) holiday entitlement each calendar year. Holidays must be taken at a time that is convenient to the Employer and no more than three weeks holiday will be taken at any one time. Your line manager or the Chair-person of CDT will authorise all holiday requests.

6 PUBLIC HOLIDAYS

In addition to the above holiday entitlement, the Employee shall be entitled to 10 days (pro-rata) for public holidays taken on a flexible basis. These can be taken at any time provided they do not conflict with any important dates and must be agreed with the Employer.

7 SICKNESS

The Employee shall be paid statutory remuneration during sickness absence. In cases of sickness where the Employee is off work for one to five consecutive working days he/she must complete a self-certification form. For periods of more than five days a Doctor's certificate must be provided.

There may be cases where the Employee is sick but would be able to work either part time, or if special arrangements were made. Such cases will be dealt with individually by the Chair-person of CDT and/or the Board of Directors.

8 COLLECTIVE AGREEMENTS

There are no collective agreements in force directly relating to the terms of this employment.

9 TERMINATION

The Employer may terminate this Agreement by giving four week's written notice to the Employee. The Employer may terminate this Agreement without notice or payment in lieu of notice in the case of serious or persistent misconduct such as to cause a major breach of the Employer's disciplinary rules.

The Employee may terminate this Agreement by four week's written notice to the Employer.

10 CONFIDENTIALITY

The Employee is aware that during his/her employment he/she may be party to confidential information concerning the Employer, the Employer's business and household information. The Employee shall not during the term of this employment disclose or allow the disclosure of any confidential information (except in the proper course of his employment). After the termination of this agreement the Employee shall not disclose or use any of the Employer's trade secrets or any other information which is of sufficiently high degree of confidentiality to amount to a trade secret. The Employer shall be entitled to apply for an interdict to prevent such disclosure or use and to seek any other remedy including without limitation the recovery of damages in the case of such disclosure or use.

11 DISCIPLINE AND GRIEVANCE

The Employee should take up with the Chair-person of CDT any difficulty, concern or complaint. The Disciplinary and Grievance procedures are as detailed in the written statement which will be provided to all Employees with their contracts. Should the Employee be aware of any misconduct on the part of the Chair-person of CDT then this must be reported to another Director of the Board of CDT in writing immediately.

12 NOTICES

All communications including notices required to be given under this Agreement shall be in writing and shall be either given personally or sent first-class post to the Parties' respective addresses.

13 SEVERABILITY

If any provision of this Agreement should be held to be invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.

14 ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the Parties and supersedes all prior arrangements and understandings whether written or oral with respect to the subject matter hereof and may not be varied except in writing signed by both parties hereto.

15 GOVERNING LAW

This Agreement shall be construed in accordance with the Law of Scotland and shall be subject to the exclusive jurisdiction of the Scottish courts.

Signature.....

SIGNED by and on behalf of the Employer at the CDT registered office:
Hut 3, Cultybraggan Camp, Comrie, Perthshire, PH6 2AB

on theday of 2017

before: Witness.....

Full Name.....
Address.....
.....
Occupation.....

Signature.....

SIGNED by and on behalf of the Employee at.....

on theday of | 2017

before: Witness.....

Full Name.....
Address.....
.....
Occupation.....

Signature.....

Job Descriptions:

Company Ltd by guarantee – Reg. in Scotland - Reg No SC305425 - Charity reg. no SC038596
Registered office – Hut 3, Cultybraggan Camp, Comrie, Perthshire, PH6 2AB Phone: 01764 670769
email: cdt@comriedevelopmenttrust.org.uk; Website: www.comriedevelopmenttrust.org.uk/