



RATHFINNY

Address:

Date

Dear Employee,

Seasonal Work for Rathfinny Wine Estate Limited ('the Company')

You have expressed an interest in working for the Company as a seasonal worker as Vineyard worker at Rathfinny Wine Estate Limited. The Company's requirements for staff fluctuate. This agreement is not an employment contract and it does not give you any employment rights, other than those to which workers are entitled.

Your engagement with the Company starts on 3rd October.

Work

The Company is not obliged to provide work for you to do. By entering into this agreement, you acknowledge that the Company offers no guarantee of any work at any time, or any minimum amount of work. The intention of you and the Company is that, except when you are actually working on an assignment for the Company, you are not obliged to do the work offered (there is no 'mutuality of obligation').

Each offer of work by the Company that you accept will be treated as an entirely separate engagement (an 'assignment'). The terms set out in this agreement will apply to each assignment only. There will be no relationship between you and the Company after the end of any assignment and before the start of any subsequent assignment.

Whilst there is no probationary period, the Company reserves the right to end an assignment at any time without notice. If this happens, you will be paid for the hours you have worked until the assignment is ended.

Right to Work in the United Kingdom

It is a condition of any offer of work by the Company, at any time, that you have the right to work in the United Kingdom and that you will provide documentary evidence of your right to do so.

Notification of availability of work

You will be given as much notice as is reasonably practicable of the hours of work available for you each monthly period, subject to change in the event of any fluctuation in our requirements.

You will be notified of relevant details of the seasonal work required.

Hours of work

When you are working on an assignment, your hours of work will take place between 8am to 4:30pm. The actual hours of work will vary and be determined to meet the needs of the Company.

Pay

The Company will pay you at a rate of £10.50 per hour for those hours you work. You will be paid in arrears directly into your nominated bank account on or about the last working day of the month in which you have undertaken work for the hours worked in the previous month.

The Company will make all necessary deductions from payments made to you as required by law including pension contributions. The Company is entitled to deduct from your pay, and any other payments due to you, any money that you may owe to the Company from time to time including, but not limited to, sums arising from, pay advance, repayment of pay, holiday taken in excess of your accrued entitlement, pension contributions, your theft, damage caused to or failure to return Company or third party property.

Holiday

Your annual holiday entitlement is 5.6 weeks per year. No holiday shall accrue between assignments. You may be offered work on statutory and public holidays. If you have taken more holiday than your accrued entitlement at the date an assignment ends, the Company will be entitled to deduct such excess from any money due to you.

Your holiday entitlement will depend on the number of hours that you actually work. If you do not request holiday and we do not give you notice to take holiday, it is presumed that you are taking holiday when you are not at work at Rathfinny.

You will accrue 1 hours holiday for every 8.3 hours worked. This equates to pro rata equivalent to 28 days (5.6 weeks). Holiday will be paid at your normal hourly rate or an average calculated over 52 weeks.

Sickness

If you have accepted an offer of work but are then unable to work the hours agreed for the assignment, you must inform your Assignment Manager, by telephone of the reason for your absence, as soon as possible but in any event by no later than 8am on the first day of absence before you are scheduled to start work.

You may be entitled to statutory sick pay (SSP) at the prevailing rate for any period of sickness or injury during an assignment, but only if you satisfy the relevant qualifying conditions. You will not be entitled to any other payment from the Company.

Training

You will receive compulsory induction training which the Company bears the cost of.

Pension

After three months, if eligible you will be automatically enrolled into the Company pension scheme. Full details will be given during your induction including the right to opt out.

If you have been automatically enrolled into the workplace pension scheme you will receive a letter telling you:

- The date you were added to the pension scheme
- The type of pension scheme and who runs it
- How much we will contribute and how much you will have to pay in
- How to leave the scheme, should you want to
- How tax relief applies to you.

Other benefits

You are not entitled to any benefits or paid leave other than those set out in this statement.

No collective agreement directly affects the terms and conditions of your engagement

Grievances and workplace decisions

If you are dissatisfied with any decision taken in relation to you and your work for the Company, including a decision to terminate your engagement, you should speak to your Assignment Manager. If you have a grievance regarding your engagement you should speak to your Assignment Manager.

Confidential information & Monitoring

Except in the proper performance of your work (or as required by law), you will not, either during your engagement by the Company or at any time after it ends use the Company's confidential information for your own benefit or for the benefit of any other person, firm, company or organisation.

The restrictions in these paragraphs will not apply to information disclosed for the purpose of making a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996, or to a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010.

The Company may monitor you, including use of CCTV, to ensure compliance with procedures and legal obligations.

Data Protection:

The Company will process personal data relating to you in accordance with the Company's Data Protection Policy and Data Protection Privacy Notice. The Company may transfer personal data outside the European Economic Area in accordance with its data protection privacy notice.

Company property

All documents, materials, hardware and software provided to you by the Company for use during an assignment, and all information and documents produced by you during an assignment, and produced, stored or maintained on the Company's computer systems or other equipment (including mobile phones, PDAs and tablets) are the property of Company and you shall return all Company property at the end of any assignment.

Termination

If you no longer wish to be considered for seasonal work by the Company, you should notify your Assignment Manager as soon as possible.

The Company reserves the right to remove your name from its list of seasonal staff at its discretion and to end any assignment at any time.

Please sign, date and return to me the enclosed copy of this letter. **By doing so, you acknowledge that you have read and understood the contents and implications of this agreement.**

Yours sincerely

Stanley Brazil for and on behalf of Rathfinny.

I confirm that I have read and understood the contents and implications of this agreement. I agree to the terms and conditions set out in it.

Signed:.....

Dated:.....

WORKING TIME REGULATIONS 1998

INDIVIDUAL CONSENT FORM

I understand that under the terms of the Working Time Regulations I am not permitted to work in excess of a 48 hour week (averaged over a reference period of 17 weeks) unless I sign to the effect that I am prepared to do so.

By signing this Form, I agree that this limit shall not apply in my case.

I agree that I can terminate this Agreement by giving three months' written notice.

SIGNATURE:

PRINT NAME:

DATE:

HOLIDAY ENTITLEMENT

Dear Employee,

You will have a holiday allowance which you are entitled to take. You can always let us know if you want specific time off by following the Company holiday booking rules which can be found in the staff handbook (available on request). We are also entitled to give you notice to take holiday.

As we employ many people, all working different hours not only monthly but over the course of the year, this can prove practically difficult to keep track of, particularly as we are a relatively small business. We therefore work on the assumption, unless you tell us otherwise, that you will take your holiday during those periods when you are not working at Rathfinny. We also recognise that most people would like their holiday pay, paid monthly in addition to their wages.

If you have any questions, please do not hesitate to ask your manager, Cameron Roucher, or Email vineyard@rathfinnyestate.com

By signing this letter, you are confirming that you understand and agree to the above.

Kind regards,

Jamie Everett (COO)

SIGNATURE:

Use of Photographic Images

Rathfinny Wine Estate may take your photograph for promotional purposes. These images may be sent out to the media with a press release, used for our publications or on our website.

To comply with the Data Protection Act 1998, we need your permission before we take any photographs. Please answer the question below and sign and date the form where shown. We will not use the images taken, or any other information you provide, for any other purpose.

I grant permission for photographs to be used:

- Yes**
- No**

Please note that websites can be seen throughout the world, and not just in the United Kingdom, where the UK law applies. Any photographic use agreement will last for 4 years and then Rathfinny Wine Estate will seek further permission from yourself.