28th April 2010. ]

Name

Dear

We are delighted to offer you the position of xxxx. This position is full time and permanent and will be subject to a 6 month probationary period. You will report to xxx, company Ltd.

Your employment in this role will commence on a date to be confirmed.

The terms and conditions of this offer of employment are as follows;

* You will normally be based at the Dublin office, however from time to time you may be required to work off-site to fulfil work duties. You will be required to be flexible in this position and must be prepared to undertake such other work as may be assigned to you by the Company. You will be given as much notice of any such change of place of work as is reasonably practicable
* Your salary will be €zzzzz per annum payable monthly in arrears by direct credit subject to the usual PAYE and PRSI deductions. Your pay slip will follow by hand.
* Your normal working week will be Monday to Friday. Your normal working hours will be from 9am to 5:30pm. The Company reserves the right to change these working hours. You will receive as much notice as reasonably possible prior to any change. There will be an unpaid meal break of 0.5 hours per day. You may be required to work overtime depending on the requirements of your work and at the discretion of management. Where possible you will be notified in advance.
* The Company's holiday year runs from January to December. Your holiday entitlements shall be 20 days per annum in accordance with the provision of the Organisation of Working Time Act, 1997. In addition you will receive the days between St Stephen’s day and the New Year as vacation. The final decision in allocating annual leave dates rests with the management. Payment for annual leave will be calculated in accordance with the provisions of the Holidays (Employees) Acts 1973 - 1991. When a termination of this contract occurs and the paid holidays already taken exceed the paid holiday entitlement of the date of termination, the Company will deduct the excess holiday pay from any termination pay.
* Your entitlement to leave for Public Holidays shall be in accordance with the terms of the Holidays (Employees) Act 1973-1991.

### Additional Service / Loyalty Days

To recognise the commitment and dedication of employees who have completed 2 or more years service with the Company, additional annual leave is offered depending on the number of year’s service, up to a maximum of 4 additional days.

Entitlements to additional leave is as follows:

Employees who have completed their 2nd year of service with the Company will be entitled to an additional 1 day annual leave.

Employees who have completed their 3rd year with the Company will be entitled to an additional 2 days annual leave.

Employees who have completed their 4th year of service with the Company will be entitled to an additional 3 days annual leave.

Employees who have completed their 5th year with the Company will be entitled to an additional 4 days annual leave.

* You will be required to participate in a performance appraisal during your probationary period and subsequently on an annual basis with your manager.
* Notice of sick leave is required by 10am on the day and you should state the expected duration of the absence. You must produce to the company a certificate from a registered medical practitioner in the event of illness. On recovery the company must be advised of your re-availability for work immediately. Please refer to the company handbook regarding our policy on the payment of salary during sick leave.
* VHI are our private health providers and an employee is eligible for access to the health plan we provide on joining the company.
* You will have access to the company pension plan which you will be eligible for on joining the company.
* In the interests of fairness and justice, and to ensure the proper conduct of business, certain provisions to deal with matters of grievance and discipline are necessary, as follows:

**Grievance Procedure**

* If you have any grievance, which you consider to be genuine in respect of any aspect of your employment, you have a right to a hearing by your immediate superior or other management as circumstances warrant. If you are unhappy with the outcome of the hearing you may appeal to more senior management. You may be accompanied by a fellow employee or other representative at this appeal hearing.
* In the event of the matter not being resolved internally the matter shall be referred through normal industrial relations procedures.
* The procedure referred to above shall include reference to a Rights Commissioner, Labour Relations Commission, Labour Court, Employment Appeals Tribunal or Equality Officer as appropriate. Infringement of a term of this contract or of established Company rules can lead, depending on the gravity of the breach, to an informal or formal warning, suspension with or without pay, transfer to other duties and loss of privileges. Ultimately, persistent breaches or inadequate work performance can lead, following warnings, to dismissal.

**Dismissal**

* The Company hopes that it will not be necessary to dismiss you. There are, however, certain breaches of Company rules and of established custom and practice, which will render you liable to dismissal.

You may be dismissed from the Company for:

a) Incompetence or poor work performance

 b) Misconduct (serious or persistent)

 c) Incapacity

 d) Failure to carry out instructions

 e) Redundancy

 f) Some other substantial reason

Except in circumstances justifying immediate termination of your employment by the Company you will be entitled to receive the appropriate period of notice set down in the Minimum Notice and Terms of Employment Act, 1973-1991.

Either party may terminate the employment on giving *four* week’s notice in writing to the other party.

Your employment may be terminated without notice for serious misconduct or failure to carry out such duties as may be assigned to you by the Company from time to time.

However, both parties are free to waive their right to notice and / or accept pay in lieu of notice, if agreed between them. Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.

You confirm by signing this form, that you will keep the affairs of xxxx and its other clients, confidential during and after your employment.

You will not disclose to anyone who is not a member of the company's staff any information, in whatever form which you acquire about the company's clients' products (in whatever form), affairs or those of any persons or bodies with whom the company deals, except when required in the course of normal duty or with the express permission of the COO.

Except when required in the normal course of duty or with the express permission of your Manager, you must not disclose to anyone who is not a member of the business’s staff any information, in whatever form, which you acquire about the company’s and clients’ products (in whatever state), affairs, or those of any persons or bodies with which the company deals.

You will be expected to comply with the terms of the Irish Data Protection Act 1988 & 2003 at all times. On acceptance of employment you must sign a Statement of Confidentiality and the company’s Non-Disclosure Agreement stating that all company and client matters, data, product details (in whatever state) or information in whatever form is not made available directly or indirectly or released to bodies corporate, associations or individuals outside the company during or after your employment has ceased with the company.

By signing this contract you confirm that will not copy in any form any of the computer's software programs or data on the company's computer systems for your own or any other third parties use.

If you wish to accept our offer of employment upon these terms and conditions and any additions or alterations thereto, please countersign this copy and return it to Human Resources where it will be retained in your personal file.

May I take this opportunity to congratulate you on your appointment and wish you every success with xxxxx

Signed**,**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Kevin xxxxx**

**HR**

I accept and agree to all the above terms and conditions of my employment.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_