

**SWNS LTD  
MEDIA CENTRE  
EMMA-CHRIS WAY  
BRISTOL  
BS34 7JU**

**Private & Confidential**

1 February 2010

Dear Xxxxx

**APPOINTMENT AS A JOURNALIST**

On behalf of South West News Service Ltd, I have pleasure in offering you employment on the following terms:

1. Your employer will be SWNS Ltd, The Media Centre, Abbeywood Business Park, Emma-Chris Way, Filton, Bristol BS34 7JU.
2. **Job title**
  - a) Your job title will be journalist.
  - b) You may be required to work in such other capacity or to perform such other duties from time to time as the Company may reasonably require.
3. **Start of employment**
  - a) Your employment starts on 22 February 2010. Your period of continuous service begins on 22 February 2010 and not before.
4. **Salary**
  - a) Your salary will initially be £xx,xxx per annum.
  - b) Your salary will be paid monthly in arrears on the last working day of every month
  - c) You will not be entitled to additional payment for hours worked in excess of your normal hours of work.
  - d) If you are required to work on a weekend or public holiday, you will be paid a day rate of £75.00.

SWNS Ltd Registered in England No.6561578 Registered Office Media Centre Emma-Chris Way Bristol BS34 7JU  
0117 906 6500 Directors: P M Walters A W Young M A Winter

5. **Deductions**

- a) We reserve the right, at our absolute discretion, to deduct from your pay any sums which you may owe the Company including, without limitation, any over payments, excess holiday entitlement taken, unauthorised absence, loans made to you by the Company or losses

Name Claire Hayhurst

Date 1.2.2010

2

suffered by the Company as a result of your negligence or breach of the Company's rules or policies.

6. **Place of work**

- a) Your normal place of work will be 14 Signet Court, Swanns Rd., Cambridge, CB5 8LA. You may at any time be required to work at another location on a temporary or permanent basis dependent upon the requirements of the Company and you will be given as much notice as reasonably practicable.

7. **Hours of work**

- a) Your normal hours of work will initially be 32 hours per week. Details of your starting and finishing times and breaks are as agreed with your manager. As discussed, your hours of work will increase to 40 hours per week in May 2010, and this will be confirmed in writing once a date has been agreed. You will be expected to work the hours necessary in order for you to fulfil the requirements of your job.
- b) Due to the nature of our business requiring coverage 24 hours a day, seven days a week, the precise hours and days that you will work will vary. You will be required to be flexible in your working times in accordance with the requirements of the company including working regular evenings and weekends when you start working on a full-time basis. You will be required to work additional hours as and when necessary.
- c) During your employment, there may be occasions when you are required to work in excess of an average of 48 hours per week over a 17 week period, which is the imposed statutory maximum hours, under the Working Time Regulations. It is hoped that you will be prepared to sign the voluntary agreement at the end of this contract which exempts you from the regulations. You may withdraw this agreement by giving one month's notice to the Partners.
- d) You must inform the Company of any other paid work of any type which you are undertaking or propose to undertake for any person or organisation.

8. **Lay off and short time working**

- a) We reserve the right to lay you off without pay or require you to work short time with a proportionate reduction in pay for periods of up to four weeks if for any reason there is a shortage of work or if normal working is prevented for any reason beyond the organisation's control. We will endeavour to give you as much notice as reasonably practicable.

9. **Holiday entitlement**

- a) You will be entitled to a total of 25 working days holiday per year in addition to 8 public holidays. This will be calculated on a pro rata basis whilst you are working a four day week. You will be paid for all authorised holiday and public holidays at your current basic rate of pay.
- b) The holiday year runs from 1 April to 31 March and holiday is accrued at the rate of 1/12<sup>th</sup> of your annual entitlement per month. For an incomplete month your entitlement will be pro-rated.
- c) All holidays must be agreed in advance by your manager. You must give at least four weeks' notice of holiday you wish to take.
- d) If you are required to work on a public holiday, you will be entitled to time off in lieu at another time agreed with your manager.

Name Claire Hayhurst

Date 1.2.2010

3

- e) You must take all of your holiday by the end of the holiday year. You will not be paid for holiday you do not use except on the termination of your employment.
- f) We reserve the right to require you to take holiday out of your leave entitlement at specified times according to the needs of the business.
- g) If you leave the Company:
  - i) You will receive pay for any holiday that you are entitled to, but have not taken. This pay will be calculated by deducting holidays already taken from the amount of holiday accrued in that holiday year to the date of leaving. If you have any entitlement owing to you, we may require you to take it during your notice period.
  - ii) If you have taken more holiday than you are entitled to, you will be required to repay a cash equivalent from your final pay or any money due to you when you leave.

10. **Sickness absence**

- a) You will be paid Statutory Sick Pay (SSP) in line with current legislation, subject to your compliance with the rules for notification of sickness outlined in the enclosed Company Rules. Payment for sick leave in excess of SSP is entirely at the Company's discretion and does not form part of the terms and conditions of your employment. You should let your manager know as soon as possible if you are unable to attend for work on your first day of absence.

11. **Leaving the Company**

- a) During your initial probationary period of six months, either you or the Company can end your employment by giving one week's notice. After that, if you decide to leave the Company, you must give us at least one month's notice. If you decide to leave the Company before the end of your notice period, you will forfeit any unpaid salary for the remainder of your notice period.
- b) If we decide to end your employment, we will give you the greater of one month's notice or the statutory minimum (one week of notice for every completed year of service up to a maximum of 12 weeks after 12 years service). However, we may dismiss you without any notice if you commit any act of serious or gross misconduct, incompetence or negligence.
- c) During your notice period, we may require you not to come into work, not to carry out all or any of your normal duties or to carry out different duties.

12. **Return of Company property**

- a) Whenever requested by the Company and in any event on the termination of your employment, you must promptly return any Company property including all information relating to the Company's customers, services, business plans and policies. This includes all documents, computer records and other records belonging to the Company which have been prepared by you or have come into your possession in the course of your employment and you must not retain any copies.
- b) If you do not return everything, you agree that the Company can deduct a cash equivalent from your final salary or any money due to you when you leave.

13. **Family friendly provisions**

Name Claire Hayhurst

Date 1.2.2010

4

- a) We will provide maternity leave, paternity leave, adoption leave, parental leave and dependant leave in line with current legislation. For further details on your rights and obligations, you should contact your manager.

**14. Disciplinary, dismissal and grievance procedures**

- a) The disciplinary procedure and other procedures where a decision to dismiss may apply are outlined in the enclosed Company Rules.
- b) If you are dissatisfied with any disciplinary or dismissal decision which affects you, you should initially put your reasons in writing to a Partner.
- c) If you have a grievance about your employment, you should initially raise this with your immediate manager.
- d) Subsequent steps in the Company's disciplinary, dismissal and grievance procedures are set out in the enclosed Company Rules. Please note that these procedures are not part of your contract, nor will they normally apply during your probationary period.

**15. Data protection**

- a) The Company is registered as a data controller under the Data Protection Act 1998. As part of your employment, and for any legitimate purpose associated with your employment, we will keep and process personal information including sensitive data about you. We maintain appropriate safeguards to ensure the security and confidentiality of all personal information held.
- b) This data will only be made available to authorised persons within the Company, parties providing services to the Company (such as pension, benefits and payroll administrators), regulatory authorities (including the HM Revenue and Customs) and as required by law. The Company may, as appropriate, transfer such data to and from any of its associated companies.
- c) You have the right, with limited exceptions, to access and, if necessary, update the personal information held about you. To make sure that our records are kept up-to-date, you must tell us immediately in writing of any changes to your personal details or circumstances.

**16. E-mail, the Internet and telephone calls**

- a) The Company monitors telephone calls, electronic communications and information viewed or transmitted on computers and networks used for Company business. If you choose to use e-mail, the internet or make telephone calls for personal purposes, you should not expect privacy. You must ensure that you are fully aware of the Company's E-mail, Fax and Internet policy outlined in the enclosed Company Rules.

**17. Confidential information**

- a) Except in the proper performance of your duties, you will neither during your employment nor at any time afterwards disclose or use for your own personal use or those of any other person, Company, business entity or organisation, any information of a confidential nature relating to the Company, any of its associated companies, its customers, employees or any person having dealings with the Company and which comes to your knowledge either directly or indirectly during the course of your employment, without the prior consent of the Partners.

Name Claire Hayhurst

Date 1.2.2010

5

- b) You must not remove from the Company's premises at any time any documents, or tangible items which belong to the Company or its associated companies or which contain any confidential information without the prior consent of your manager.
- c) You must, if requested by the Company, delete all confidential information from any re-usual material and destroy all other documents in electronic or paper form and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- d) If you fail to safeguard the confidentiality of such information relating to the Company, its customers or employees, this will be regarded as a breach of disciplinary rules and may result in disciplinary action, including dismissal.

18. **Intellectual Property**

- a) During the course of your employment you may create, develop or be involved in the creation or development of inventions, copyright works, trade marks or other intellectual property rights ("intellectual property"). Subject to the provisions of the Patents Act 1977, all intellectual property that you create or develop will belong to the Company and you must disclose full details of all intellectual property to the Company promptly.

19. **Other employment**

- a) You are expected to devote your whole time and attention to the best interests of the Company during your working hours. You must not work, whether directly or indirectly, for another employer or carry out work on any other basis during hours of work for the Company.
- b) You must not engage, whether directly or indirectly, in any business or employment which is similar to or in any way connected or competitive with the business of the Company outside your hours of work for the Company without the prior written consent of one of the Partners.

20. **Health & safety**

- a) The Company will take all reasonably practicable steps to ensure your health, safety and welfare at work. You must familiarise yourself with the Company's Health and Safety policy and procedures.
- b) You personally have legal obligations in this regard, which are that you must:
  - ensure that you do not endanger the health and safety of yourself, customers, other employees or anyone else who might be affected by your actions
  - use equipment only in accordance with the training and instructions which you have received
  - immediately report any serious and imminent danger
  - immediately report what you reasonably believe to be any shortcomings in the Company's arrangements for health and safety
  - co-operate with the Company in the discharge of its statutory duties
  - not interfere with, misuse or fail to use anything provided in the interests of health, safety and welfare
  - use any protective clothing and safety equipment you are given properly at all times.
- c) If you or anyone you are working with has an accident or is injured at work, you must report it immediately, in accordance with the Company's Accident Procedure.

Name Claire Hayhurst

Date 1.2.2010

6

- d) The Company has a no smoking policy. Any breach of this policy may result in disciplinary action.

21. **Expenses**

- a) You will be paid any reasonable expenses incurred on behalf of the Company on submission and authorisation of an expenses claim form and production of VAT receipts.

22. **Use of vehicle**

- a) You may only use your own car or vehicle on Company business with the prior approval of your manager.
- b) If your duties involve driving a vehicle, you must at all times hold a current full UK driving licence and ensure the vehicle is adequately insured. A copy of your current driving licence must be given to the Company and will be kept on your personal file. You may also be required to show evidence of your car insurance policy, as appropriate.
- c) You can claim back any petrol used for business purposes along with your other monthly business expenses. You will be expected to provide receipts for all vehicle expenses incurred.
- d) You must immediately inform the Company if you are involved in an accident or are summonsed or convicted of a driving related offence. A conviction for a driving related offence may result in your dismissal if you cannot perform your duties effectively.

23. **Retirement age**

- a) The normal retirement age is 65.

24. **Pension**

- a) The Company operates a non-contributory Group Stakeholder Pension Scheme which employees are eligible to join after three months continuous service with the Company. Further details are available from the Company Accountant.
- b) There is no contracting-out certificate as defined under the Pension Act 1993 in respect of this employment.
- c) The Company reserves the right to vary the terms of the pension provision in the future.

25. **Other terms and conditions of employment**

- a) There are no collective agreements relevant to your employment.
- b) We reserve the right to change the terms and conditions of your employment and any such variation(s) will be notified by general notice to all employees or by individual notice to you.

26. **Conditions of offer**

- a) This offer is subject to the receipt of satisfactory:
- references

*Name Claire Hayhurst*

*Date 1.2.2010*

7

- medical questionnaire
  - certificates verifying any relevant qualifications
  - confirmation of a full, current UK driving licence
- b) You must show us evidence of your right to work in the UK – this could be a valid UK passport or a combination of a P45 and birth certificate, a copy of which will be kept on your personnel file.
- c) The first six months of your employment will be a probationary period. If your performance during this probationary period meets our standards, your permanent employment will be confirmed. If for any reason your probationary period is extended, this will be discussed with you.

**27. Acknowledgement of receipt**

- a) Please note that this is a formal offer of employment on the above terms and is the statement to which you are entitled under Section 1 of the Employment Rights Act 1996. These particulars of employment annul any previous agreement whether verbal or written, given to you at any time.
- b) By signing this agreement, you agree that you will be free to take up the employment and carry out the work offered to you, and that by doing so, you will not be in breach of any express or implied terms of any contract or of any other obligation binding upon you.

I should be grateful if you would confirm your receipt and acceptance of this offer and the enclosed Company Rules by returning a signed copy of this letter with the completed medical questionnaire to me in the s.a.e. provided as soon as possible. We look forward to seeing you on 22 February 2010 and would be grateful if you would bring with you the following documents (if applicable) with the enclosed completed personnel form: passport, driving licence and P45.

On behalf of everyone here, may I wish you a happy and successful association with Masons News Ltd.

Yours sincerely

M WINTER

Name Claire Hayhurst

Date 1.2.2010

8

I confirm that I have received and understood the terms of this agreement dated 1 February 2010 and enclosed Company Rules.

I accept your offer of employment and the provisions within it, and confirm that you may contact my referees. I consent to the retention and processing of personal information, including sensitive data, held about me for purposes associated with my employment.

Signed: ..... Date: .....  
Claire Hayhurst

**Working Time Regulations**

I understand that I may be required to work an average of more than 48 hours a week over the given reference period of 17 weeks. I know that I may withdraw this agreement by giving one month's written notice to the Partners.

I agree to inform the Company of any other paid work of any type which I am undertaking or propose to undertake for any person or organisation.

Signed: ..... Date: .....