



STATEMENT OF TERMS AND CONDITIONS

EMPLOYER / COMPANY: Dublin Cultural Institute Ltd

ADDRESS: 34a Bachelors Walk, Dublin 1

DATE: February 07 2026

EMPLOYEE'S FULL NAME: First Name. Family name

EMPLOYEE'S ADDRESS: Address including Eircode

DATE OF BIRTH: Month, date, year

PLACE OF BIRTH: As in passport

NATIONALITY: As in passport

PPS NUMBER: 7 digits and letter

DOCUMENT ANNEXED AS PROOF OF RIGHT TO WORK IN IRELAND: Passport/ Visa

Previous employment with Employer or any other previous employer does not count as part of your continuous period of employment, unless you have been part of a Transfer of Undertakings (Protection of Employment) Regulations (TUPE), and therefore your contract will take into account your employment with the previous employer.

TYPE OF CONTRACT: Permanent Contract

NUMBER OF TEACHING HOURS: 37.5 hours per week

JOB TITLE: Fill here

REPORTING TO: Line Manager

DUTIES: As stipulated in your *Job Description*, which is part of your Terms of Employment. Please refer to Appendix A attached. Additional information is available in the *Teaching Guide*.

PROBATIONARY PERIOD

Unless you have recognized continuous service within Dublin Cultural Institute your employment contract will be subject to a three-month probation period that commences from the start date of

your employment as stated above. During this time your manager will assess your performance, attendance and conduct a classroom teaching observation. The Company will notify you upon successful conclusion of your probationary period. The Company reserves the right to extend this period, for up to weeks, at its discretion which will be notified to you during the initial 3-week period. Please note the probation period excludes any sick leave and / or holidays taken.

1.1 If your contract, indefinite or temporary, is longer than 3 weeks, at the end of your probation your manager will confirm in writing whether your employment will continue.

1.2 If the standard of your performance, attendance and/or conduct is unsatisfactory during your probation, you may be dismissed. Please refer to Clause 19.2 of this contract. The Company reserves the right to make a payment in lieu of notice.

2. MAIN PLACE OF WORK

Your main place of work will be 73 Middle Abbey St or 34a Bachelor's Walk Dublin 1 or adjacent buildings for in-person classes. However, the Company may, at its discretion or as the business needs, require you to work at or transfer to another school, office or location within Dublin and environs. Your main place of work may also include teaching via online classes.

3. SALARY

As an hourly paid contracted employee, your current wage is shown on your pay slip. Your wage is payable monthly by the last working day of the month in which it is due, by direct credit transfer to your nominated financial institution.

4. HOURS OF WORK

4.1 The normally working week is 37.5 hours or 40 hours including 30 minutes lunch, normally beginning no earlier than 8am and ending no later than 6pm.

4.2 You will normally work five days a week between Monday and Friday.

4.3 Where you are required to conduct in-person lessons, you will be expected in the building at least 15 minutes before the start of the lesson in order for you to start the lesson on time, fully and properly prepared.

5. ADDITIONAL HOURS

5.1 All hours worked in excess of your contractual hours per week will be classified as overtime.

5.2 Any overtime hours will be paid at the basic rate of pay.

5.3 Where additional hours are worked, they will be monitored in line with the Working Time Regulations (WTR) as contained in the Organisation of Working Time Act 1997.

5.4 For the purposes of the WTR, it is not intended that you will be required to work on average in excess of 48 hours per week, averaged over a period of 17 weeks. However, you may agree to work in excess of an average of 48 hours per week should the Company ask you to do so.

6. HOLIDAYS AND HOLIDAY PAY

6.1 The holiday year is from 1st April to 31st March each year.

6.2 The full annual holiday entitlement equates to 8 per cent of your hours taught.

6.2.1 Holiday entitlement will be paid twice yearly in June and December or upon resignation or termination.

6.2.2 Permission for holiday leave must be obtained from management at least three weeks in advance. If permission is sought for holiday leave less than three weeks in advance, the holiday leave request will be subject to management discretion.

6.2.3 Holidays are to be taken in increments of one whole week between one and six weeks, of which three weeks must be reserved for Christmas.

6.2.4 In addition an employee can take up to three personal days, in increments of one, two or three days.

6.3 The Public Holidays listed below are counted as part of your entitlement, provided that such a day is a normal working day for you:

- New Year's Day (1 January)
- St. Patrick's Day (17 March)
- Easter Monday
- First Monday in February, May, June, August
- Last Monday in October
- Christmas Day (25 December)
- St. Stephen's Day (26 December)
- Other public holidays as prescribed by law.

6.3.1. Good Friday is not a public holiday.

6.4 Payment for all holidays is calculated at basic rate of pay.

6.5 Employees joining or leaving the Company during the year will be entitled to a proportion of their full entitlement of holiday entitlement calculated on a pro rata basis per completed week of service.

6.6 From time to time, and where required by business needs, you may be required to work on a public/bank holiday. In such circumstances, you will be granted a day off in lieu at a mutually agreed time.

6.7 You are required to reserve a certain number of your annual holiday entitlement for use during the school's Christmas shutdown period. The specific dates of the shutdown will be confirmed annually in advance.

7. ABSENCES AND SICK PAY SCHEME

7.1 If you are absent because of sickness or whatever reason which was not agreed in advance, you or someone on your behalf must inform the Director of Studies or Director by telephone at least twelve hours before your normal start time.

7.2 If you are absent by reason of sickness, injury or other incapacity, you agree at the request of the Company to undergo one or more medical examinations performed by a doctor appointed and paid for by the Company, any such medical report will be shared with you. You authorise the Company to have unconditional access to any report produced as a result of this examination(s).

7.3 All absences through illness of longer than three days' duration must be verified by production of a medical certificate. You are required to apply to the Department of Employment Affairs and Social Protection (DEASP) for sickness benefit, as soon as you become eligible for it.

- 7.4.1 The Company will pay you sick leave pay for statutory sick day entitlement (between five and ten days) in each calendar year on by production of a medical certificate
- 7.4.2 A rate of payment of 70% of normal wages to be paid up to a total of 110 euro. For each year of service, you are eligible for two additional days of sick leave up to a maximum of 10 days.
- 7.4.3 To be eligible for Company sick leave pay, you will also need to be certified by a GP as unfit to work.
- 7.4.4 If you are off work sick for more than your sick day allowance and you have enough PRSI contributions, you can apply to the Department of Social Protection (DSP) for a payment called Illness Benefit.

8. OTHER TYPES OF LEAVE

Maternity leave, Paternity leave, Adoptive leave, Parental Leave, Parent's leave, Carer's Leave and Unpaid Leave for Medical Care please consult Staff Handbook for updates on policies.

9. FORCE MAJEURE LEAVE

- 9.1 In the event of an urgent family crisis, you are entitled to Force majeure leave. It shall consist of one or more days on which you would have been working. Such leave will not exceed 3 days in any period of 12 consecutive months or 5 days in any period of 36 consecutive months.
- 9.2 To claim *force majeure* leave for unexpected illness or injury of a close family member, you will need to complete an application form along with medical documentation.
- 9.3 You do not have automatic entitlement to leave of absence.

10. PENSION SCHEME

The Company can and will facilitate the setting up of Personal Retirement Saving Account (PRSA) and make regular deductions from your pay slip upon your request. It is your responsibility to contact management if you wish to avail yourself of this, after your probationary period has successfully concluded.

11. CAPABILITY AND SKILLS DEVELOPMENT

- 11.1 The Company expects the highest possible standard to be maintained, not only in respect of your professional conduct, but also in relation to your skills, aptitude and performance.
- 11.2 In order to maintain and develop skills, from time to time, you will be required to attend such training courses, sit such examinations, as the Company deem relevant to your position.
- 11.3 Failure to meet the standards of skills, aptitude, performance, health or any other physical or mental quality for the job, our capability policy and procedures will be applied. For more information, please read the Staff Handbook.

12. CONFIDENTIALITY

You are required to use your best endeavors to prevent the disclosure of any information of a confidential nature during your employment.

You may not during or after the termination of your employment with the Company misuse or disclose to anyone any Confidential Information.

Breach of this clause will be considered to constitute gross misconduct, which may lead to a summary dismissal or payment in lieu of notice.

13. INTELLECTUAL PROPERTY

- 13.1 You shall promptly disclose to the Company any idea or invention created or developed by you, which is actually or potentially relevant to the business of the Company.

You acknowledge that all trademarks, registered designs, design rights, copyright, database rights and other intellectual property rights together, where registerable with the right to apply for registration of the same, whether in existence now or coming into existence at any time in the future, will, on creation either during the normal course of employment or by using materials, tools or knowledge made available through your employment, vest in and be the exclusive property of the Company and if required to do so (whether during or after the termination of your employment), you will execute all instruments and do all things necessary to vest ownership in the above rights in the Company as sole beneficial owner.

13.2 You irrevocably waive all your rights pursuant to the relevant sections of the Copyright and Related Rights Act, 2000.

14. POLICIES AND PROCEDURES

14.1 The Company has adopted a number of employment and business policies and procedures. These exist to ensure the business operates effectively and for the welfare and interest of our staff. Unless they are produced for guidance or management purposes, they are part of your terms and conditions. You will have access to all of our policies and procedures, when you join us, in the Staff Handbook and Teaching Guide.

14.2 You must familiarize yourself with them and you agree to be bound by them.

14.3 You are bound by the Company's Code of Conduct. We may implement our disciplinary procedure if you fail to comply with the Code and in certain circumstances, this could amount gross misconduct. You should familiarise yourself with the Code of Conduct contained within the Teaching Guide.

14.4 You should not engage in the promotion and dissemination of political, religious or ideological views, or seek to engage students and colleagues in political, religious or ideological debates.

14.5 While employed with the Company, you are prohibited from engaging directly in any privately arranged teaching of current or former students of the Company, unless such an arrangement is approved in advance by your manager.

15 DRESS CODE

Personal appearance contributes to the image and reputation of the Company. The Company expects you to maintain a professional image at all times, observing the Company's Dress Code where applicable, as contained in the Teaching Guide.

For security purposes you may be required to use an identification badge during your working hours.

16 DISCIPLINARY AND GRIEVANCE PROCEDURES

The Company's discipline and grievance procedures are detailed separately in the Company's Staff Handbook. You should familiarise yourself with them.

17 APPEAL PROCEDURES

If you are dissatisfied with any disciplinary, grievance, capability or dismissal decision taken in respect of you, you have the right to appeal to the Director. Further details on disciplinary, grievance, capability and dismissal appeals are set out in the Staff Handbook.

18 PERSONAL INFORMATION

18.1 The Company will hold your personal data, including sensitive personal data, in its manual and automated filing systems. You consent to the processing and disclosure of such data both inside and, where necessary, outside the European Economic Area for the purposes of; salary administration, health administration, health insurance/benefits, training and appraisal, including

performance and disciplinary records, equal opportunities monitoring, personnel administration and management purposes as required for the purposes of complying with its obligations under employment law, any other Company benefit administration, marketing of products and services to you; and for the purpose of any potential sale of over 50% of the shares of the Company or Group Company or other change of control or any potential transfer of the Executive's employment under TUPE. Disclosure may include in the case of sale, change of control or transfer, disclosure to the potential purchaser or investor and their advisors.

18.2 You agree to use all reasonable endeavours to keep the Company informed and updated of any changes to your personal data or your emergency contact number, and to comply with the Data Protection Act 1998. Please refer to the Staff Handbook to follow the procedures.

18.3 You have the right to view and access your personal file. You may request any access in writing and the Company will process such requests within 20 days.

19 COLLECTIVE AGREEMENTS WITH TRADE UNIONS

There are no collective agreements with trade unions or other employee groups affecting this employment statement.

20 TERMINATION OF EMPLOYMENT

20.1 The Company shall have the right to terminate your employment hereunder at any time during the probationary period and up to twelve months' continuous employment service, without cause, by giving one (1) week of notice in writing or payment in lieu thereof. Thereafter, the employment relationship may be ended by mutual agreement or by some other substantial reason. The duty of giving notice should be part of this contract; failure to give the right notice will be breach of contract.

20.2 The Company is required to give you, and you are required to give the Company, the following notice in writing according to your length of service: -

- Up to twelve months' service, one week's notice.
- More than twelve months' service, two weeks' notice.

20.3 The Company has the right to summarily dismiss employees without notice or pay in lieu of notice in cases of gross misconduct.

20.4 At the end of your employment with the Company, you are required to return any Company property and equipment in an acceptable condition, subject to clause 22.

20.5 At any stage during your notice period (whether notice is given by you or by the Company), you may be instructed to remain away from work on 'Gardening Leave'. You can be brought back to work if needed, but the Company is not obliged to provide you with any work. During gardening leave you are entitled to your normal pay and any Company benefits.

21 DUTY TO AVOID CONFLICTS

21.1 The Employee shall avoid any activity, interest, or relationship that creates or appears to create a conflict of interest with the Employer's business. A conflict of interest arises when the Employee's personal interests interfere, or could reasonably be perceived to interfere, with the Employee's ability to act in the best interests of the Employer.

21.2 Disclosure Requirement

The Employee must promptly disclose in writing to the Employer any actual, potential, or perceived conflict of interest that may arise during the course of employment. The Employer shall review the disclosure and determine the appropriate course of action, which may include requiring the Employee to cease the activity or take other remedial steps.

20.3 Prohibited Activities

The Employee shall not, without prior written consent from the Employer:

- Engage in any business or employment that competes with or is detrimental to the

- Employer's interests;
- Accept any gifts, payments, or favors from clients, suppliers, or competitors that could improperly influence business decisions;
- Use the Employer's proprietary or confidential information for personal gain or the gain of a third party; or
- Hold a financial or other interest in any entity that does business with the Employer, except for minor holdings in publicly traded companies.

21.3 Consequences of Breach:

21.4 A violation of this clause may result in disciplinary action, including termination of employment, and may expose the Employee to legal consequences.

22 MANDATORY RETIREMENT

The Company's mandatory retirement age is 66 years of age. Your manager will communicate with you in advance of this age and provide advice when you are nearing this age. Formal requests to work beyond the mandatory retirement age will be carefully considered on a case-by-case basis by the Company.

23 DEDUCTION FROM SALARY

You agree that, at any time during your employment or on termination, the Company may deduct from your salary any overpayment made in error or amounts owed by you. This includes, but is not limited to, any outstanding loans, advances, relocation expenses, and the cost of repairing any damage or loss to Company property or equipment caused by you.

24 GOVERNING LAW AND JURISDICTION

24.1 All disputes between the parties arising out of this agreement or any other disputes shall be governed by the laws of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish Courts for the purposes of any proceedings arising out of or in any way relating to this agreement or any other proceedings in any way connected with the subject matter of this agreement.

24.2 You are required to be familiar with and comply with all the policies and procedures of the Company and as set out in your Job Description, the Company's Staff Handbook and Teaching Guide.

25 DECLARATION

Signed by:

Name: Signature: Date:

For and on behalf of
Dublin Cultural Institute.

Jonathan Duignan

Name: Signature: Date: