



EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT dated this 29th April 2021

BETWEEN:

3 BOLT COURT CHAMBERS

(the "Employer")

OF THE FIRST PART

- AND -

Dylan Nana Makafui Nyarko Amegavluie

(the "Employee")

OF THE SECOND PART

BACKGROUND:

- A. The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.
- B. The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Particulars of Employment

1. As required by the *Employment Rights Act 1996*, s. 1, the particulars of the Employee's employment are set out in Schedule 1 of this Agreement.

Commencement Date and Term

2. The Employee will commence permanent full-time employment with the Employer on the 6th April 2021 (the "Commencement Date").
3. The Employee must successfully complete a probationary period of six (6) months (the 'Probationary Period') beginning on the Commencement Date. At any time during the Probationary Period, as and where permitted by law, the Employer will have the right to terminate employment without any notice or compensation to the Employee other than wages owed for hours of work already completed.

Job Title and Duties

4. The initial job title of the Employee will be the following: Junior Clerk
5. You are employed as a Junior Clerk in the role of a Barrister Clerk.
6. The Firm reserves the right to require you to perform other duties and work in different departments from time to time and it is a condition of your Employment that you are prepared to do this.
7. You shall carry out your duties diligently and use your best endeavours to promote, develop, protect and extend the business of the Firm.
8. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.
9. The Employee will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.
10. The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the

industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer or after a notice period required under law.

11. The Employee agrees to abide by the Employer's rules, regulations, and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

Remuneration

12. Remuneration paid to the Employee for the services rendered by the Employee as required by this Agreement (the "remuneration") will include a salary of £17,500 per year for the probationary period (3 Months) , after probationary period the employee will get up to £18,000 per year, subject to satisfactory performance.
13. This remuneration will be payable last day of the month while this Agreement is in force. The Employer is entitled to deduct from the Employee's remuneration, or from any other remuneration in whatever form, any applicable deductions and remittances as required by law.
14. The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.

Pension

15. There is a contracting-out certificate in force with respect to the occupational pension scheme that would have covered this employment.

Place of Work

16. The Employee's primary place of work will be at the following location:

- 3 Bolt Court, Fleet Street, London , EC4A 3DQ

Time of Work

17. The Employee's normal hours of work and breaks ("Normal Hours of Work") are as follows: 9:00am – 6.00pm.

18. However, the Employee will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside of the Employee's Normal Hours of Work as deemed necessary by the Employer to meet the business needs of the Employer.

Employee Benefits

19. The Employee will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's employment booklets, manuals, and policy documents or as required by law.

20. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

Holidays

21. The Holiday year will commence on the 6th April 2021 and run for one year (the "Holiday Year"). Full holidays not taken in the year, will be rolled over to the following holiday year.

22. During each Holiday Year, the Employee is entitled to the following paid leave, such entitlement accruing on a pro rata basis:

- 20 days.

Bank and Public Holidays are excluded, which the employee will be entitled to and paid for.

23. The times and dates for any holidays will be determined by mutual agreement between the Employer and the Employee. The employee however will notify the Employer 1 months in advance of any holiday's planned.

Sickness and Disability

24. If the Employee is unable to perform the Employee's duties as a result of illness or injury, the Employee will inform Eustace Forjour, the Chambers Director of the reason for the Employee's absence no later than 8am on the day of the absence or as soon as is reasonably possible. If the absence extends beyond 7 days, the Employee will obtain and provide the Employer with a certificate or note from the Employee's doctor corroborating such illness or injury.
25. During such absence the Employer will not pay the Employee any amount beyond the minimum statutory sick pay specified in the Social Security Contributions and Benefits Act 1992 and any successor legislation.
26. Any statutory sick pay will be calculated on the basis of the Employee's usual work days, being Monday to Friday.

Disciplinary Procedure

27. The Employee is subject to the Company's disciplinary and grievance procedures, the full details of which can be found in the respective sections of Employee Manual and will be provided to the Employee or made available to the Employee on request.
28. If the Employee wants to raise a grievance, he may apply in writing to the Chambers Director in accordance with the Company's grievance procedure.
29. If the Employee wishes to appeal against a disciplinary decision he may apply in writing to the Head of Chambers, Farah Ramzan and Jacqueline Victor-Mazeli in accordance with the Company's disciplinary procedure.
30. The Company may suspend the Employee from any or all of his duties for a period no longer than is reasonably necessary to allow the Company to investigate any disciplinary matter involving the Employee or while any disciplinary procedure against the Employee is outstanding.
31. These procedures do not form part of the Employee's terms and conditions of employment and have no contractual effect.
32. This re-iterates that during the time that the employee is suspended, they will not be paid during the term of their suspension.

Grievance Procedure

33. The Employer's grievance procedure, as amended from time-to-time, applies to the Employee. The Employer's grievance procedure is set out in the Employee Manual and will be provided to the Employee or made available to the Employee on request.

Duty to Devote Full Time

34. The Employee agrees to devote full-time efforts, as an employee of the Employer, to the employment duties and obligations as described in this Agreement.

35. HEALTH AND SAFETY

- The Company will provide a safe and healthy place for the Employee to work. In return, the Employee undertakes to:
 1. behave in a way that will not jeopardise his health and safety or that of his colleagues
 2. attend all health and safety training sessions as required
 3. adhere to the Company's Health and Safety Policy which it reserves the right to amend from time to time
 4. Full details on Health and Safety can be found in the Employee Manual.

36. DATA PROTECTION

- The Company is committed to processing employment information and data in line with the Data Protection Act 1998, further details of which can be found in the Employee Manual .
- In signing this Statement the Employee consents to the Company carrying out the processing of such personal data in accordance with this Act and to complying personally and professionally with his obligations under this Act while working at this Company.

37. GIFTS, BRIBES AND INDUCEMENTS

- The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). Accordingly, if you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the

Company, or to obtain or retain an advantage in the conduct of the Company's business, this will be considered gross misconduct. Similarly, accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances, you will be subject to formal investigation under the Company's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

- Further information on the Company's Gift's Bribes and Inducements Policy can be found in the My Workplace section of the Staff Handbook.

38. CONFIDENTIALITY AND CONFLICTING INTERESTS

- The Employee acknowledges that in the course of the Employment he will have access to Confidential Information, the full details of which can be found in the Employee Manual.
- In signing this Statement, the Employee agrees and accepts that his employment with this Company will be bound by the strict terms of Confidentiality and Conflicting Interests.

39. COPYRIGHT, INTELLECTUAL PROPERTY, INVENTIONS AND PATENTS

- The Employee acknowledges that his employment with this Company is subject to strict terms of Copyright, Intellectual Property, Inventions and Patents, the full details of which can be found in the My Workplace section of the Employee Handbook.
- In signing this Statement, the Employee agrees and accepts that his employment with this Company is strictly bound by such terms.

40. MONITORING

- The Company reserves the right to monitor, retrieve, review and record all emails, telephone calls, documents and other forms of electronic communications you send, receive or are composing. The Company also reserves the right to monitor your use of the internet and any form of social media or social networking site. Monitoring may also be carried out to check that you are complying with the Company's Email, Internet and Social Media policy, a copy of which can found in the Employee Handbook. It is essential that you familiarise yourself with this Policy as any breach may result in disciplinary action up to, and including, dismissal.

- Such monitoring is for the purposes of protecting our workers, customers, suppliers, for company confidentiality and security, and for compliance with the Company's obligations to third parties.
- By signing this Statement the Employee agrees to such monitoring.

41. EMAIL, INTERNET AND SOCIAL MEDIA

- The Employee is required to read and comply with the Company's internet, email and social media policies. Breaches of these policies which result in dissipation of working time, disruption to a productive working environment or a threat to the security and integrity of the Company's electronic systems will result in disciplinary action.
- Full information on your obligations in respect of this Policy can be found in the Employee Handbook and in signing this Statement you confirm your acceptance of such terms.

42. NOTICE OF TERMINATION OF EMPLOYMENT

- During the Employee's probationary period (or any extension thereof), either he or the Company may terminate the employment by giving to the other one week's notice in writing.
- Once the probationary period has been successfully completed and within the first four years of service with the Company, the Employee must provide to, and will be entitled to receive from, the Company two weeks' notice in writing of the termination of your employment.
- After four years' service, the Employee must provide to, and will be entitled to receive from, the Company one week's written notice for each year of service to a maximum 12 weeks.
- Full details on the termination of employment, including provisions in respect of payment in lieu of notice, garden leave, immediate termination and post-termination obligations can be found in the My Departure section of the Staff Handbook. For the avoidance of doubt, all such provisions form part of the Employee's terms and conditions and take contractual effect and in signing this Statement the Employee confirms his acceptance of such.

43. COLLECTIVE AGREEMENTS

- There are no collective agreements in place that would directly affect the Employee's terms and conditions of Employment with this Company.

44. LAY-OFF AND SHORT-TIME WORKING

If there is a reduction in work, the Company may temporarily lay off the Employee without pay or reduce his working hours and pay proportionately on as much notice as is reasonably practicable and thereafter it shall give as much notice as is reasonably practicable of any further change to your hours including a return to normal working hours. Depending on the circumstances the Employee may have a statutory right to a guarantee payment.

45. NOTICES

- A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.
- Any such notice shall be deemed to have been received:
 - 1. if delivered by hand, at the time the notice is left at the address or given to the addressee;
 - 2. in the case of pre-paid first class UK post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service;
 - 3. in the case of fax, at the time of transmission.
- A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:
 - 1. all references to time are to local time in the place of deemed receipt; and
 - 2. if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.
- A notice required to be given under this agreement shall not be validly given if sent by e-mail.
- This clause does not apply to the service of any proceedings or other documents in any legal action.

46. ENTIRE AGREEMENT

- This agreement constitutes the whole agreement between the parties (and in the case of the Company, as agent for any Group Companies)

and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

- Each party acknowledges that in entering into this agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.
- Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
- Nothing in this agreement shall limit or exclude any liability for fraud.

47. VARIATION

- The Company reserves the right to amend or add to your terms and conditions of employment and to introduce, amend or add to any policies or procedures relating to your employment at any time or times. You will be notified of any minor changes of detail by general notice and these will take effect on the date of notice. For significant changes of detail, the Company will give you no less than one month's written notice of their taking effect.

48. COUNTERPARTS

- This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

49. THIRD PARTY RIGHTS

- No person who is not a party to this Agreement has, or shall have, any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement and no consent of any third party shall be required under that Act to any cancellations or variations of this Agreement.

50. GOVERNING LAW AND JURISDICTION

- This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual

disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by:

A handwritten signature in black ink, consisting of a stylized 'B' followed by a series of loops and a horizontal line.

for and on behalf of **3 BOLT COURT CHAMBERS**

I confirm my agreement to the terms and conditions outlined in this Statement of Main Terms, all of which I have read and understood. I also confirm that it is my responsibility to read the Company's Staff Handbook, as may be amended from time to time, and in doing so I hereby agree to, and will abide by, the conditions stated therein and that the version of the Handbook that applies to my employment will be the latest version issued by the Company.

Signed by:

A handwritten signature in black ink, starting with 'Dylan' and followed by a series of loops and a horizontal line.

Dylan Nana Makafui Nyarko Amegavluie

Date: 29/04/2021

DOCUMENTARY EVIDENCE OF RIGHT TO WORK IN THE UK

List A

One of the following documents must be provided as evidence of ongoing right to work in the UK:

- A passport showing that the holder is a British citizen, or has a right of abode in the United Kingdom
- A national passport or national identity card confirming the holder is a national from one of the following countries:

Austria, Belgium, #Bulgaria, Cyprus, *Czech Republic, Denmark, *Estonia, Finland, France, Germany, Greece, *Hungary, Iceland, Republic of Ireland, Italy, *Latvia, Liechtenstein, *Lithuania, Luxembourg, Malta, Netherlands, Norway, *Poland, Portugal, #Romania, *Slovakia, *Slovenia, Spain, Sweden, Switzerland, United Kingdom.

*If you are a national of one of the countries marked with an asterisk above and you started working in the UK after 1 May 2004, you must register with the Home Office under the Workers Registration Scheme within one month of starting employment with the Company.

#If you are a national of one of the countries marked with a hash above you will also need to provide authorisation from the Home Office of your right to work in the UK or a Registration Certificate confirming you are exempt from such authorisation.

- A residence permit, registration certificate or document certifying or indicating permanent residence issued by the Home Office or the Border and Immigration Agency to a national of a European Economic Area country or Switzerland
- A permanent residence card issued by the Home Office or the Border and Immigration Agency to the family member of a national of a European Economic Area country or Switzerland
- A Biometric Immigration Document issued by the Border and Immigration Agency to the holder which indicates that the person named in it is allowed to stay indefinitely in the United Kingdom, or has no time limit on their stay in the United Kingdom

- A passport or other travel document endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the United Kingdom, has the right of abode in the United Kingdom, or has no time limit on their stay in the United Kingdom
- An Immigration Status Document issued by the Home Office or the Border and Immigration Agency to the holder with an endorsement indicating that the person named in it is allowed to stay indefinitely in the United Kingdom or has no time limit on their stay in the United Kingdom, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer
- A full birth certificate issued in the United Kingdom which includes the name(s) of at least one of the holder's parents, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer
- A full adoption certificate issued in the United Kingdom which includes the name(s) of at least one of the holder's adoptive parents **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer
- A birth certificate issued in the Channel Islands, the Isle of Man or Ireland, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer
- An adoption certificate issued in the Channel Islands, the Isle of Man or Ireland, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer
- A certificate of registration or naturalisation as a British citizen, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer
- A letter issued by the Home Office or the Border and Immigration Agency to the holder which indicates that the person named in it is allowed to stay indefinitely in the United Kingdom **when produced in combination with** an

official document giving the person's permanent National Insurance Number
and their name issued by a Government agency or a previous employer

List B

The following documentation must be provided as proof of right to work in the UK. Such documentation will typically indicate restrictions on right to work in the UK and will be requested for checking every 12 months:

- A passport or travel document endorsed to show that the holder is allowed to stay in the United Kingdom and is allowed to do the type of work in question, provided that it does not require the issue of a work permit
- A Biometric Immigration Document issued by the Border and Immigration Agency to the holder which indicates that the person named in it can stay in the United Kingdom and is allowed to do the work in question
- A work permit or other approval to take employment issued by the Home Office or the Border and Immigration Agency **when produced in combination with** either a passport or another travel document endorsed to show the holder is allowed to stay in the United Kingdom and is allowed to do the work in question, or a letter issued by the Home Office or the Border and Immigration Agency to the holder or the employer or prospective employer confirming the same
- A certificate of application issued by the Home Office or the Border and Immigration Agency to or for a family member of a national of a European Economic Area country or Switzerland stating that the holder is permitted to take employment which is less than 6 months old **when produced in combination with** evidence of verification by the Border and Immigration Agency Employer Checking Service
- A residence card or document issued by the Home Office or the Border and Immigration Agency to a family member of a national of a European Economic Area country or Switzerland
- An Application Registration Card issued by the Home Office or the Border and Immigration Agency stating that the holder is permitted to take employment, **when produced in combination with** evidence of verification by the Border and Immigration Agency Employer Checking Service
- An Immigration Status Document issued by the Home Office or the Border and Immigration Agency to the holder with an endorsement indicating that the person named in it can stay in the United Kingdom, and is allowed to do the type of work in question, **when produced in combination with** an official

document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer

- A letter issued by the Home Office or the Border and Immigration Agency to the holder or the employer or prospective employer, which indicates that the person named in it can stay in the United Kingdom and is allowed to do the work in question **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer

Documents that are not acceptable as proof of right to work in the UK

- a Home Office Standard Acknowledgement Letter or Immigration Service Letter (IS96W) which states that an asylum seeker can work in the UK
 - a temporary National Insurance Number beginning with TN, or any number which ends with the letters from E to Z inclusive
 - a permanent National Insurance number when presented in isolation
 - a driving licence issued by the Driver and Vehicle Licensing Agency
 - a bill issued by a financial institution or a utility company
 - a passport describing the holder as a British Dependent Territories Citizen which states that the holder has a connection with Gibraltar
 - a short (abbreviated) birth certificate issued in the UK which does not have details of at least one of the holder's parents
 - a licence provided by the Security Industry Authority
 - a document check by the Criminal Records Bureau
-
- a card or certificate issued by the Inland Revenue under the Construction Industry Scheme