

# CURTIS BROWN



Literary and talent agency

## **Staff Handbook**

## INTRODUCTION

For the purposes of this Staff Handbook we will refer to Curtis Brown Group Ltd as “the Company”. This Handbook has been produced to give you information on:

1. The further terms and conditions of your contract of employment with the Company (these are written in **blue ink**)
2. The Company's personnel policies and practices.

These policies and practices may, at the Company's discretion, be altered or discontinued, or new ones introduced, in the light of changes in the Company's or market circumstances. There may also be changes in legislation that mean certain parts of this Handbook must be updated. You will be informed in writing of any alterations and the changes will become effective from the date of that written notice.

Please note that certain benefits are available only to eligible employees, for example, based on length of service and seniority.

Where the relevant contents of this Handbook are inconsistent with your previous terms and conditions, then the policies and procedures set out in this Handbook will apply.

Where there are any inconsistencies between the Handbook and your Letter of Engagement, then the terms detailed in your Letter of Engagement will apply.

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## **1 ANNUAL LEAVE ENTITLEMENT / HOLIDAY**

1.1 The Company's holiday year runs from January to December.

1.2 If you start or leave your employment during a holiday year then holiday entitlement for that year will be calculated pro rata for each complete month of service in that holiday year.

1.3 All holiday requests must be approved by the Company. Annual leave must be taken at a time convenient to the Company and not more than 10 days' leave is to be taken at one time without specific permission. Requests for annual leave must be made as early as possible and ideally at least twice as many days in advance as the number of days leave applied for.

1.4 The Company reserves the right to refuse a request for leave if the needs of the Company's business require you to be present.

1.5 Annual leave may not be carried forward from one calendar year to the next and no payment will be made in respect of holidays that have not been taken during a year except on termination of the Company's employment.

1.6 The Directors of the Company may, at their discretion, close the offices between Christmas and New Year. You will be expected to use four days of your holiday entitlement to cover this period.

1.7 The Company will automatically deduct bank holidays and Christmas closing days from your annual allowance.

1.8 The Company will allocate bank holiday leave to part-time staff pro-rata according to the number of days they work.

1.8 The Directors of the Company may, at their discretion, grant an extra day's paid holiday over Christmas and this will vary from year to year.

## **2 YOUR SALARY**

2.1 You will be paid monthly in arrears by direct credit into your nominated bank account, normally on the last working day of each calendar month.

2.2 You will receive a monthly pay slip detailing gross pay and deductions.

2.3 Your salary will be reviewed annually in March.

2.4 You will be notified in writing of any change to your salary.

2.5 Overtime will not be paid nor, except in unusual circumstances, will time off in lieu be given for additional hours worked. Staff members will be told in advance by their Manager whether any requests for them to work additional hours will entitle them to time off in lieu.

2.6 The Company reserves the right at any time during or on the termination of your employment to deduct from your salary any overpayment made and/or monies owed to the Company by you including but not limited to any excess annual leave, outstanding loans, advances, relocation expenses and the cost of repairing any damage or loss of the Company's property caused by you.

2.7 With prior approval, the Company will reimburse you for all travelling and other expenses reasonably incurred in the course of your duties on the production of appropriate vouchers or receipts. Prior approval must be obtained from your Manager before expenses in excess of £500 are incurred.

### **3. RETIREMENT POLICY**

3.1 We have no fixed retirement age, although this will be reviewed from time to time by the Company to reflect our business needs. We acknowledge that retirement is a matter of choice for individuals and will not pressurise staff into resigning because they have reached or are approaching a certain age.

3.2 Staff are free to retire whenever they choose or to seek alternative roles or working patterns.

3.3 We are proud to employ people of all ages and consider that age diversity is beneficial to the organisation. We are committed to not discriminating against staff because of age and adhere to the principles set out in our Diversity and Equal Opportunities Statement.

3.4 This policy aims to create a framework for workplace discussions, enabling you to express your preferences and expectations with regard to retirement and enabling us to plan for our business.

3.5 You or your manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or to stop work altogether. We need to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.

3.6 We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If we think there are problems with your performance or ill-

health, these will be dealt with in the usual way, through a capability procedure or according to our sickness absence policy.

3.7 If a workplace discussion takes place for the purposes described in paragraph 3.5 above, we will aim to make it as informal as possible.

3.8 During any workplace discussion:

(a) we will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and

(b) we will not make discriminatory comments, suggesting that you should move on due to age.

3.9 If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment.

3.10 Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or changing work patterns.

3.11 If you express an interest in moving to a more flexible working pattern or changing role, we will confirm that this is what you want before any action is taken which could affect your employment, such as a change to your role or responsibilities.

3.12 If you have decided to retire, we would appreciate as much notice as possible, although you should give the company at least the notice you are obliged to give under your contract of employment.

## **4 CONFIDENTIALITY**

4.1 You must not disclose any trade secrets or other information of a confidential nature relating to the Company or its business or where the Company owes an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.

4.2 It is acknowledged that the identity and details of the Company's clients constitute confidential information and shall not be disclosed by you to any third party except in the proper discharge of your duties whether during or after the termination of your employment with the Company. This is provided that any client or third party contact introduced by you or personally known to you prior to your employment shall not be subject to the terms of this clause nor shall the provisions of this clause apply to information which enters the public domain other than directly by reason of your default or which you are required by law to disclose.

4.3 For the avoidance of doubt clause 4.2 above shall not preclude you from making a disclosure of confidential information insofar as such a disclosure is protected by the Public Interest Disclosure Act 1998.

4.4 You shall be under a duty to make full disclosure pursuant to the Public Interest Disclosure Act 1998 and report to the Company all matters which may be of concern to you in respect of the Company's conduct.

## **5 POST EMPLOYMENT RESTRICTIONS**

This clause seeks to insulate the Company and its employees from some of the financial losses suffered if an employee leaves the Company to work for a competing business or to set themselves up as a sole trader and, in doing so, one or more of the Company's clients follow the employee to their new place of business.

5.1 In this clause

*'Company Employee'* means any person who during the period of three (3) months ending on the date of termination of your employment either was employed or engaged by the Company as an agent or was an employee of the Company and who could materially damage the interests of the Company if they became employed or engaged in any business concern in competition with the Company;

*'the Company's Fees'* means the income that accrues or should accrue to your new employer, to a company to whom you provide services or to you (if, for example, you are a sole trader) from any contract or transaction (or any associated contract or transaction) including options, renewals, residuals, overseas sales and any other income derived from such a contract or transaction (or any associated contract or transaction) entered into or agreed to be entered into by a Restricted Client as a consequence of your professional dealings with the Restricted Client during the Period whether or not the income due thereunder is paid or due to be paid during or after the Period ('the Original Contract'). In the event that the Original Contract permits the re-negotiation of all or any income arising therein and the parties to the Original Contract elect to re-negotiate the income ('the Revised Contract'), the Company's Fees shall mean only the amount arising under the Original Contract and you, your new employer, or the company to whom you provide services, shall be entitled to all income due on the balance between the Original Contract and the Revised Contract;

*'the Period'* means a period of nine (9) months less any Garden Leave Period as defined in clause 6.5 commencing on the date of termination of your employment;

'Restricted Activities' means any business or activities of the Company at the time of the termination of your employment with which you were involved to a material extent during the period of nine (9) months ending on the date of the termination of the employment;

and

'Restricted Client' means any firm, company or other person including, but not limited to, authors, playwrights, actors, presenters and performers who, during the period of six (6) months ending on the date of termination of your employment, were clients of, or in a habit of dealing with, the Company and with whom you had material dealings in the course of your employment during the period of six (6) months ending on the date of termination of your employment. For the avoidance of doubt 'Restricted Client' shall not mean any firm, company or other person whose habit of dealing with the Company is limited solely to negotiating for and/or utilising the services of the Company's clients.

5.2 You will not during the Period in the course of any business which is in competition with the Restricted Activities employ or engage or offer employment to or otherwise endeavour to entice away from the Company any Company Employee.

5.3 Without the prior consent of the Company and during the Period you will not accrue or be materially involved in the accrual of any of the Company's Fees from a Restricted Client. In the event that you breach this clause 5.3, the Company shall recover from you (and you agree that the Company shall so recover) as liquidated damages 50% of the Company's Fees (which, for the avoidance of doubt, the Company believes is a realistic estimate of the damage that the Company is likely to suffer from business lost to the Company during the Period bearing in mind the cost base of the Company and the overall investment made by the Company in its client list). The Company's entitlement to the Company's Fees shall be subject to an absolute time limit of seven (7) years from the date of termination of your employment.

5.4 You represent and warrant to provide, and (if relevant) to use your best endeavours to obtain, from your new employer or from any company for which you provide services, all information and accounts that the Company may need to establish the Company's Fees.

5.5 You must supply a third party with a full copy of this clause 5 when you agree to or accept an offer of employment or a consultancy arrangement.

5.6 The obligations imposed on you by this clause 5 extend to you acting not only on your own account but also on behalf of any firm, company or other person and shall apply whether you act directly or indirectly.



5.7 For the avoidance of doubt, you shall not account to the Company for any commission or other income earned by you on any activity whatsoever which does not involve either directly or indirectly a Restricted Client.

5.8 Nothing in this clause shall preclude you from holding (directly or through nominees) investments listed on the Official List of London Stock Exchange plc or in respect of which dealing takes place in the Alternative Investment Market or any recognised stock exchange as long as you do not hold more than 5 per cent of the issued shares or other securities of any class or any one company.

5.9 At no time after the termination of your employment shall you directly or indirectly represent yourself as being interested in or employed by or in any way connected with the Company, other than as a former employee of the Company.

5.10 You agree that, having regard to all the circumstances, the restrictions contained in this clause are reasonable and necessary for the protection of the Company and that they do not bear harshly upon you and you agree that:

- each restriction shall be read and construed independently of the other restrictions so that if one or more are found to be void or un-enforceable as an unreasonable restraint of trade or for any other reason the remaining restrictions shall not be affected; and
- if any restriction is found to be void but would be valid and enforceable if some part of it were deleted, that restriction shall apply with such deletion as may be necessary to make it valid and enforceable.

## **6 NOTICE PERIODS**

6.1 The Company may, by summary notice in writing, forthwith terminate your employment if you have committed any act of gross misconduct.

6.2 Subject to the above (and otherwise provided for in this Handbook) your employment as an agent shall continue unless and until terminated by either party giving to the other not less than three (3) calendar months' prior notice in writing to that effect at any time.

6.3 If you are not employed as an agent with the Company, your notice period will be found in your Letter of Employment.

6.4 The Company reserves the right in its discretion to pay you in lieu of notice.

6.5 Solely for a period of one calendar month in any period of notice (whether notice is given by you or by the Company) the Company shall be under no obligation to provide any work for you and reserves the right to exclude you from its premises (known as 'Garden Leave Period').

6.6 Your salary and benefits will not cease to be payable by reason of any suspension or exclusion pursuant to clause 6.5 above.

## **7 COLLECTIVE AGREEMENTS**

7.1 Your employment is not subject to any collective agreement between the Company and any trade union.

## **8 INTERCEPTION OF COMMUNICATIONS**

8.1 You hereby consent to the Company monitoring and/or recording for business purposes, from time to time, your use of e-mail, internet, fax and telephone and any other form of written or electronic communication received or sent by you at or from the premises of the Company.

## **9 DATA PROTECTION ACT 1998**

9.1 You hereby explicitly consent pursuant to the Data Protection Act 1998 to the "processing" by the Company of "personal data" including "sensitive personal data" relating to you for the purposes of your employment as such terms are defined by that Act.

## **10 NOTICES**

10.1 It is your responsibility to ensure that the Company has the correct details of your home address. If your home address details change then you must inform the Company.

10.2 Any notice to be given by a party under either this Handbook or your Letter of Engagement must be in writing in the English language and must be given by delivery at, or by sending by first class post or other faster postal service, or telex, facsimile transmission or other means of telecommunication in permanent written form (provided the addressee has her or its own facilities for receiving such transmissions) to the last known postal address or relevant telecommunications number of the other party.

10.3 Where a notice is given by sending it in a manner described in 10.2 above then it shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was

dispatched. A notice shall have effect from the sooner of its actual or deemed receipt by the addressee.

## **11 LAW JURISDICTION**

11.1 The contractual provisions of this Handbook together with your Letter of Engagement shall be governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.

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*(For non-contractual sections 12 onwards, please see OTL Staff Handbook)*