

Contract TWES Ltd.

This document covers the main terms under which training positions will be found by TWES Ltd. in the UK, and given to Indian hospitality students.

The contract is legally binding, and once signed by all parties confirms that they can comply fully with their obligations as set out.

Paragraph 1: Definitions:

In this document, TWES Ltd. will be known as "The Agent", and _____ as "The Student".

Paragraph 2: Contract Period:

The contract period is for 52 weeks, and this contract and the Work Permit are given approval on the clear understanding that The Student will return to India at the end of this period. If for any reason The Student's stay in the UK is extended, the terms and conditions within this contract will still apply.

During the contract period, The Agent will hold The Student's passport, including visa, airline ticket, and Work Permit until the end of the contract period. Copies of these documents will be given to The Student and The Hotel.

The Student agrees that if they should extend in the UK or return to the UK to work within the three years following the end of this contract, that they will do so only through The Agent and pay their current charging rate at the time.

Paragraph 3: Work Permit:

The Agent, using the information provided by The Student has obtained a twelve months Work Permit for The Student to work at _____ (**The Employer**) in the UK, and which has been sent to The Student for him/her to obtain an entry visa into the UK. The Work Permit must be produced to the British Customs officials with the Visa on entry to the UK.

Any amendments, inquiries, or alterations, to the Work Permit whilst The Student is in the UK must be arranged through The Agent at their current charging rate at the time.

Paragraph 4: Qualifications:

The Student has assured The Agent both by providing written proof and also verbally that he/she is suitably qualified to carry the duties as a _____. If this information is not correct, and The Student is unable to carry out his/her duties in a proper manner, The Employer may wish to offer him/her other duties that must be accepted. If this is not the case, The Student agrees to pay for his/her own accommodation and food until The Agent can find an alternative position. If no alternative position can be found, The Student agrees to repay The Agent fees and costs as detailed in Paragraph 7 before leaving the UK.

Paragraph 5: Transportation:

The Student will ensure that at his/her own expense he/she is transported to the departure airport in India in time to catch the required flight, and from same on return. The Agent will ensure that The Student will be met at the arrival airport in the UK, and transported to the place of work.

Paragraph 6: Flights:

The Agent will arrange and pay for economy return air flights for The Student, and the cost of this will be recovered through deductions/repayment from The Student's wages. (See paragraph 7)

By signing this page, I declare that I have read and understood all sections of this page 1

Date: _____ Name: _____ Signature: _____

Paragraph 7: Payment:

- (a) The Student will be paid £05.73 (four pounds and eighty five pence) gross per hour worked, and will work an average of forty (40) hours per week (Refer to Hotel contract). The Student hereby agrees that from this will be deducted:
- Government tax and National Insurance as appropriate.
 - Cost of accommodation as charged by the hotel (see hotel contract for details).
 - The Agents administration and cost charges which are USD 9000.
- (b) At the discretion of The Agent, this may be paid by The Student to The Agent by weekly or monthly installments which must be arranged and confirmed in writing before the student departs from India.
- If allowed to pay by installments, The Student misses an installment, then the entire balance will become due.
 - The Student hereby gives their authority for The Agent to contact their Employer if any payment is not made on it's due date and also by the signing of this document give their authority and instruct The Employer to deduct the balance of payment directly from their salary and pay it to The Agent.
- (c) Government tax and National Insurance is payable on ALL overtime.
- (d) All wages will be paid one month in arrears.
- (e) Eight weeks prior the end of the contract The Student must supply The Agent with written details of their Bank account in India. This will enable The Agent to transfer any wages held back from the start of the contract, any wages due in the last week before The Student departed from the UK and any other payments.
- The length of time for this money to be transferred will vary depending on the length of time it takes The Agent and/or The Employer to gather relevant information and produce a P45 form for tax purposes, however it should not be longer than twenty eight days (28) from the date The Student departs from the UK.
- (f) Prior to leaving the UK The Student will be given a P85 form to complete this may entitle The Student to a tax refund. The Student should be aware that a tax refund is not guaranteed and any refund given may be substantially less than tax paid. The Student hereby understands and agrees that they are responsible for giving the UK Inland Revenue Bank account details where any repayments may be sent and which The Student can access from India.
- The Agent will not follow up any tax enquiry, this must be done by The Student themselves.

Paragraph 8: Illness:

The Student should take out appropriate travel insurance against illness, either before departure or on arrival in the UK, although the National Health Service in the UK will look after most problems free of charge.

If The Student should need to take time off from work due to illness or for any other reason, charges and The Agent's fees must be made up to date on return to work or by other means.

Paragraph 9: Termination:

The Student must not leave the place of employment for any reason without first obtaining permission from The Agent.

If The Student wishes to return to India early, they must make arrangements to reimburse The Agent's administration fees and costs for the full original period before leaving the UK.

A parent or guarantor must sign below. By signing this contract, the parent or guarantor should be aware that should The Student default in any payment to The Agent that they will be held responsible for making the payment. The payment must be made before the due date for The Student to leave the UK.

The parent or guarantor must enclose a copy of their Indian identity card with this contract.

By signing this page, I declare that I have read and understood all sections of this page 2

Date: _____ Name: _____ Signature: _____

English law applies in any dispute, and all parties to this contract hereby agree that any Judgement made by an English Court will be enforceable in the UK, European Union and India and any other country, without recourse to further Court proceedings.

Paragraph 10: Change:

The Company reserves the right to amend your terms of engagement. Written notice will be given to you of any such changes, and acceptance will be assumed unless you notify the Company in writing of your objections within one calendar month of notification of any change.

Paragraph 11: Other Employment:

It is a condition of the Work Permit that The Student may only work for The Employer shown in section 3 of this contract, and if The Student is found to be working elsewhere, he/she may be arrested and deported. The Agent fees will still be payable.

Paragraph 12: General:

There are some main differences between the UK and other countries:

Climate/temperature: The maximum temperature in the UK Summer (July - September) is around 27 degrees, in Spring (March - June) and Autumn (October - November) about 12 - 15 degrees, and in Winter (November - March) it can be below freezing. The climate is always damp. Students should bring appropriate clothing and footwear or be prepared to purchase this on arrival.

Work Clothing: The Students must supply suitable footwear or purchase this on arrival. Chefs must bring one set of whites, Waiters must bring a white shirt and black trousers/skirt all other Students must bring suitable clothing for their position. In most cases The Employer will supply a uniform or clothing as appropriate. In some cases, The Employer might request to bring your own uniform. Proper headwear must be worn. UK law does not allow ethnic or religious headwear in catering establishments.

Religion: The UK population is mainly Christian, but there is a mix of other religions too. The Agent will advise The Student on the nearest place of worship to suit him/her if required. The Student must be aware that a lot of pork and beef meat products are prepared and consumed in the UK, and that they must be prepared to handle these meats without complaint.

By signing this page, I declare that I have read and understood all sections of this page 3

Date: _____ Name: _____ Signature: _____

TWES Ltd. will not act as a chaperone or be accountable under any circumstances for the moral behavior of The Student, who remains at all times responsible for his/her own actions.

On arrival in the UK, The Student agrees to give his/her passport, Visa, and Original Work Permit to The Agent for safe keeping, and both The Student and The Employer will be given copies for identification purposes.

If The Student cannot comply with any part of this contract, he/she is advised not to take up this position in the UK.

The signing of this document means that all parties have read and understood this contract of 4 pages, and can fully comply with the terms therein.

Student's Signature: _____

Full Name: _____ Date: _____

Parent's/Guarantor's Signature: _____

Full Name: _____ Date: _____

Agent's Signature: _____

Full Name: _____ Date: _____

I hereby declare that The Student has read and understood all the pages of this contract, and has signed all four pages in my presence.

Date: _____ Signature: _____ Name: _____

TWES Ltd.

THIS SIGNED CONTRACT, THE IDENTITY CARD OF THE PARENT/GUARANTOR AND STUDENTS PASSPORT MUST BE FAXED TO UK OFFICE DURING COLLECTION OF WORK PERMIT. VISA MUST BE ALSO FAXED BEFORE COLLECTION OF FLIGHT TICKET.

UK OFFICE FAX NUMBER: +44 (0) 8448 481406

-19 May 2005-

By signing this page, I declare that I have read and understood all sections of this page 4

Date: _____ Name: _____ Signature: _____