



Employment Agreement

This Employment Agreement is made

BETWEEN	Bishop Group Ltd, Aitutaki, Cook Islands (referred to as 'The Company')
	Aitutaki Village & Blue Lagoon Restaurant
AND	Goebel Volker (referred to as 'The Employee')

1.0 Appointment and Term:

- 1.1 The Company appoints The Employee as **Operations, 'Guest Relations,' Receptionist**, under the terms and conditions as set out in the separate Staff Agreement.
- 1.2 The appointment is for **3** years starting from 1st March 2024 and ending on the 28th February 2027, with the option for renewal, for a further 3 years, should both parties agree.
- 1.3 The Employee is subjected to a probation period of 3 months, (90 days) to assess performance and conduct fairly and in accordance with the Company's assessment criteria and policy.

2.0 SOP – Standard Operating Procedure:

During your induction, Resort Operations Manager, will guide and assist you, through your responsibilities and the companies standards for the position you have applied for.

Once the job specifications are clear and understood, you will be given a Hard Copy of the SOP for this given position, for your reference and guide during future shifts.

3.0 Job Description & Responsibilities: But not limited to...

The Employee's specific duties shall be: Operations Front of House, Reception, Guest Services, Website Up-keep, Social Media enhancement, Marketing and Promoting, Adding Value to our Guest Cook Islands Memories @ Bishop Group Ltd., Aitutaki, Cook Islands.

4.0 Remuneration and Hours of work

- 4.1a The Employee will be paid as a wage earner of the Cook Islands, NZ\$15 per hour, reviewed annually, this will be paid directly into a Cook Islands bank account.
- 4.2a The Employee's hours of work shall be arranged dynamically, being mindful not to exceed 40 hours per week for the usual business hours, with one day a week off.
- 4.3a The Employee will be paid on a weekly basis, directly into a nominated bank in the Cook Islands, always accompanied by a payslip.
- 4.4a Accommodation will be provided, and arranged by The Company.
- 4.4a Should the Government of the Cook Islands re-establish travel restrictions due to Covid-19 requiring a temporary closure of the business, the employee's salary might be temporarily changed due to the uncertain economic factors related to it.

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5.0 Protection of Wages and Deductions

4.1 As per the Cook Islands Law, the Employer shall deduct PAYE and CINSF contributions directly from the weekly pay and submit to the respective authorities.

4.2 All deductions are duly recorded on the payslip.

6.0 Benefits

6.1a The Company will pay for a single one-way airfare ticket for the Employee from Germany to Aitutaki at the commencement of this working contract. Payment is done in advance by sending the flight tickets.

6.1b The Company will pay for a single one-way airfare ticket for the Employee from Aitutaki to Germany at the finish of this working contract.

6.1c Should this working Agreement end before the full 3 year term for any reason, The Employee will be responsible for their own return airfare back to their Home country.

6.2a The Company will provide accommodation inclusive of utilities.

6.3a Paid annual leave entitlement is 10 days per year.

6.3b The Employee can accumulate the leave entitlement, up to the end of their Contract.

6.4a The Employee is entitled to 5 days Sick Leave per year, after 6 months service.

6.5a If the Employee is required to work Public Holidays, The Employee will be paid 2 x regular hourly rate for Public Holiday Scheduled Shifts. Or a day of in lieu, which can be accumulated to the end of the working contract.

7.0 General Duties and Obligations of the Company

7.1a The Company shall abide by the Laws of the Cook Islands, including the Employment Relations Act 2012.

7.1b The Company shall be responsible for assisting the registration of the Employee with the Tax Department and the CINSF Office.

7.1c The Company shall pay for the cost of all immigration fees associated with the Employees work permit for the Cook Islands

7.1d The Company will be responsible for notifying the Immigration Office of the cancellation of the work permit as required.

7.2a The Company will return any unused money deducted for the purpose of repatriation back to the Employee at the end of the completion of the contract term.

7.3a The Company reserves the right to offer a release letter for the Employee to continue employment in the Cook Islands with another Employer.

8.0 General duties and responsibilities of the Employee

8.1a The Employee shall abide by the laws of the Cook Islands, including the Employment Relations Act 2012 as well as respect the customs and traditions of our people.

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Kia Orana

Aitutaki



8.1b The Employee undertakes to perform diligently as per the Job Description and abide by the Company's policies and staff manuals, including the code of conduct. These will be given during the employment induction.

8.2a The Employee shall be responsible to pay for personal costs related to the work permit application such as medical documentation, insurance cover, English lessons, police clearance, birth certificate, issuance, and other associated costs in the country of origin, and any other costs as discussed and agreed with the Company.

8.3a The Employee shall be responsible for complying with the registration process of the Tax Department and the CINSF Office.

9.0 Workplace Health and Safety

9.1 The Company shall abide by the principle of duty of care and ensure a healthy and safe work environment which is also free from violence and harassment, by providing clear instructions, training and company policy on Workplace Health and Safety.

9.2 The Employee shall abide by the Company's instructions and the company's policies and staff manuals to maintain a healthy and safe environment which is also free from violence and harassment.

9.3 In the event of any illness, accident or death *arising out of or in the course of* the Employee's employment, the Company will record it in the Accidents Register in the format approved by the Ministry of Internal Affairs. If the accident has resulted in death or serious bodily injuries (requiring hospitalization for a period of 48hrs or more within 7 days of the accident), the Company shall notify the Ministry of Internal Affairs, Labour and Consumer Services, within 48hours of the accident, specifying the nature of the accident, the name, age and residence of the employee and the measures taken by the Company as a result of the accident.

9.4 For any case of illness, accident or death *arising outside the hours of work*, the Employee is advised to have a personal insurance coverage for the duration of the employment term in the Cook Islands. In the absence of an insurance cover, both parties need to agree on the payment of the associated.

10.0 Confidential Information

10.1a The Employee shall undertake not to disclose to any person or make use of any information or material regarding personal details of any of the team which has been obtained during their employment.

10.1b The Employees acknowledge that information in respect of any client or guest of the Company shall be confidential.

10.1c The Employees acknowledge that all operational policies and financial procedures are to be kept in absolute confidence.

10.1d Any breach of Confidentiality shall be deemed Wilful Misconduct and be subject to Termination for Cause.

10.1e The Employee shall not remove or copy any information, including client or customer information, from the company without prior written consent of Owners.

11 RESIGNATION



11.1 NOTICE OF RESIGNATION

10.1a **Notice of Termination** shall cover one (1) calendar months, effective the last calendar day in the month of Termination.

11.2 TERMINATION

11.2a In line with ERA 2012 termination in the case of misconduct, underperformance, restructuring of the business, termination reasoning and policies are clearly defined in the Employees Employment Agreement under Policies and Procedures

11.2b In the event of absence of **Termination for Cause**, Both Parties shall have the right of Termination and pay the other party the Salary equivalent for Notice of Termination. (1 months)

11.3 Notice

11.3a Either party shall serve the other party Notice in written form, by email or registered mail or by hand, stating the word **Notice** in bold in the subject line.

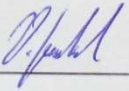
11.3b The sending party will advise the receiving party by phone of a sent Notice.

11.3c The receiving party shall acknowledge receipt of the Notice by email, immediately upon receipt.

12.0 Acceptance

This contract shall be construed and take effect in accordance with the Cook Islands Employment Regulations Act 2012 and other related legislation thereof:

I, _____, have read, understand and accept the terms and conditions of the employment as set out in this agreement.

Name	Signature	Date and Place
Employee – Goebel Volker	<u></u>	<u>12.02.2024</u> <u>DE</u>
Employer – Annie Bishop	_____	_____
Employer – Teina Bishop	_____	_____