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Historic Sites In Jordan A New Management Model

Final Report
August 14, 2005

The author's views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.

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1 Executive Summary

The purpose of this report is to review arrangements for the development and management of historic sites in Jordan. A need for replacing the current structure with a more dynamic and modern organisation has been identified.

The necessary criteria for a new organisation have been spelt out. Various types of organisation models have been proposed and a preferred one identified. A draft mission statement has been provided and details given as to how a new company could be established and would operate, on a day-to-day basis.

The final section deals with the manner in which implementation should be handled.

2 INTRODUCTION

The report, which follows is a supplement to the document titled “Assessment of Department of Antiquities and Proposals for a New Strategic Framework”, prepared during July/August 2005 by Donald Hankey and Cian O’Carroll. (Please refer to this document for relevant background information regarding the tourism industry in Jordan).

The objective of this particular report is to come forward with a specific framework for a new management structure, which could be used for the successful development and management of historic sites in Jordan. The methodology adopted has been:

- Reading of reports
- Visits to a cross section of sites throughout Jordan
- Discussions with stakeholders including organisations, individuals employees and representatives of the tourism industry
- Application of own personal experience as founder and Chief Executive of Shannon Heritage Ltd. (Ireland’s second largest operator of heritage attractions)
- Observations of many tourist attractions throughout the world both as a consultant and tourist.

3 TERMS OF REFERENCE

The requirements proposed by the Strategy Implementation Unit were:

- Devise a new organisational structure for the task of developing and operating Jordan’s historic sites for the benefit of tourists
- Propose a framework that would have the potential to deliver the best quality standards in respect of tourism experience, archaeology/conservation and financial return.
- Specify the necessary steps required for the initial establishment and eventual operation of a new organisation.

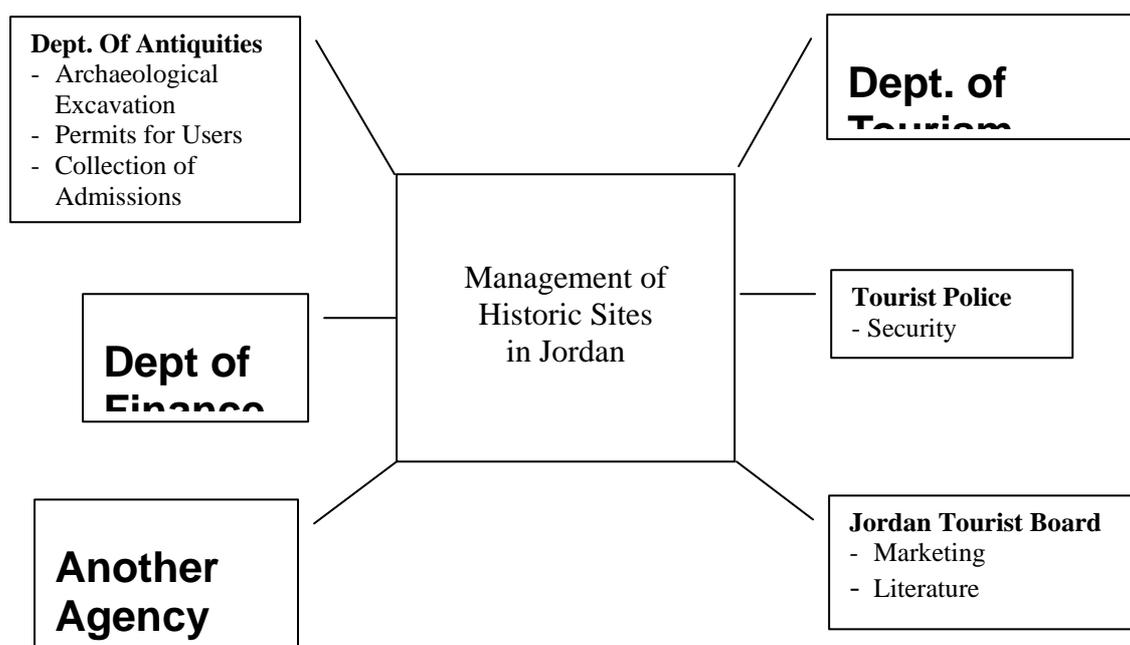
4 WORKING BRIEF

Brief – provided by Strategy Implementation Unit, Ministry of Tourism and Antiquities.

- 4.1 Review and suggest amendments to Jordan Tourism Development Corporation concept.
- 4.2 Review other options
- 4.3 Propose an organisational model based on Shannon Heritage precedent.
- 4.4 Propose all necessary guidelines for the setting up and operation of a new company including organisational structures, departments, policies and procedures. Provide a template for financial and operational management.

5 NEED FOR CHANGE

The relevant issues are discussed in the previous document “Assessment of Department of Antiquities and Proposals for New Strategic Framework” Draft 6 July 2005 Work Plan No 7262.5.1. These current complex arrangements that are in need of change and reform are illustrated in the chart below:



6 EXAMPLES OF DIFFERENT ORGANISATIONAL MODELS

The choice of an appropriate organisational model to manage and develop historic sites in Jordan has already been researched to a considerable extent and the relevant proposals for each of these possibilities are now being reviewed.

6.1 “Jordan Tourism Development Corporation”

The PowerPoint presentation prepared for a recent discussion on the topic deals well with the broad issues involved and outlines the proposed activities of such a new organisation, should it be established.

However, as stated, it is a “discussion proposal” and does not include finite recommendations for action. The search for “best solution” could usefully include a further meeting of the group who devised and reviewed the content of the 20 slides particularly no. 10. - Next Steps

- Agree on objectives and mandate
- Finalize Corporate Structure
- Perform in-depth legal due diligence
- Legal amendments (if necessary)
- Draft development Agreement National Tourism Corporation Business Plan and & Financial Model
- Development of Master Plans
 - Sites
 - Infrastructure
 - Long term vision
 - Implemented by phases and geographic priorities

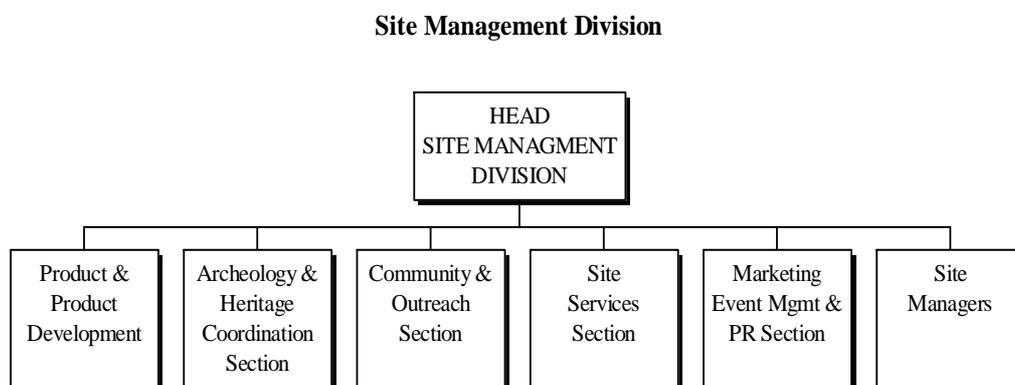
Further, the presentation does not include any specific targets for key areas such as:

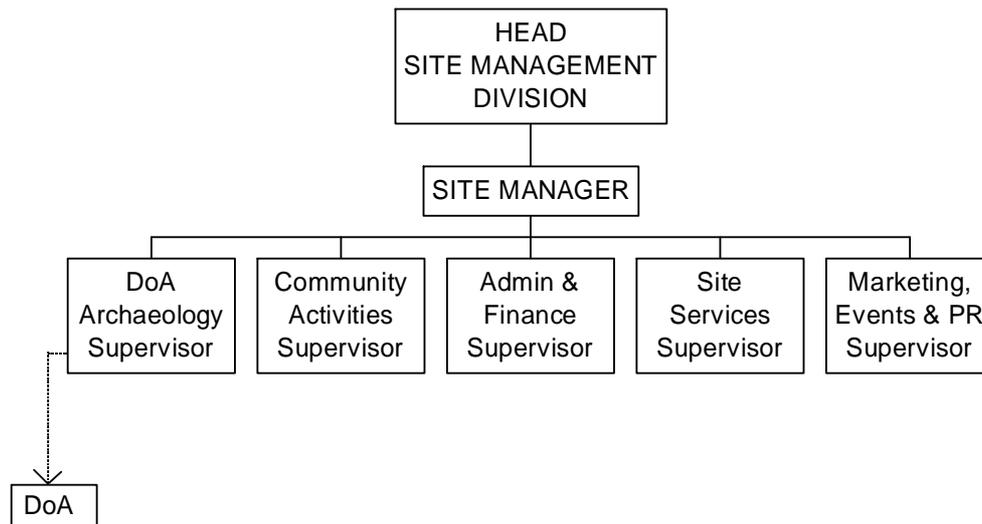
- Attendance numbers
- Revenue and profitability
- Customer satisfaction levels

6.2 Proposed New Site Management Division in Department of Antiquities

This discussion paper was prepared in March 2005 by Malcolm Duff, E.C. Programme Co-ordinator, Protection and Promotion of Cultural Heritage. The document deals with the proposed activities of such a division in a comprehensive manner and it could be used as a checklist when a new structure is being established. However, the approach lacks dynamism and creativity. The intention in the report was to re-organise staff resources within the Department of Antiquities, rather than bring in new expertise, from outside the Department – particularly from the private sector.

Two useful organisation charts from the report are shown below:





6.3 Possible Models of Private Investment and Management of Public Tourism Assets – source Matt McNulty

The following broad possibilities have been identified (see Appendix One).

1. The Trust, or not for profit solution
2. The Twin Project solution
3. The Management licence solution
4. The project grouping solution

All four are relatively complex and at least in the short to medium term, a simpler approach would be more likely to gain general support from among all of the stakeholders. In the longer term a commercially operated entity, once it has been established on a sound financial basis could evolve into a trust type structure similar to no. 1 above.

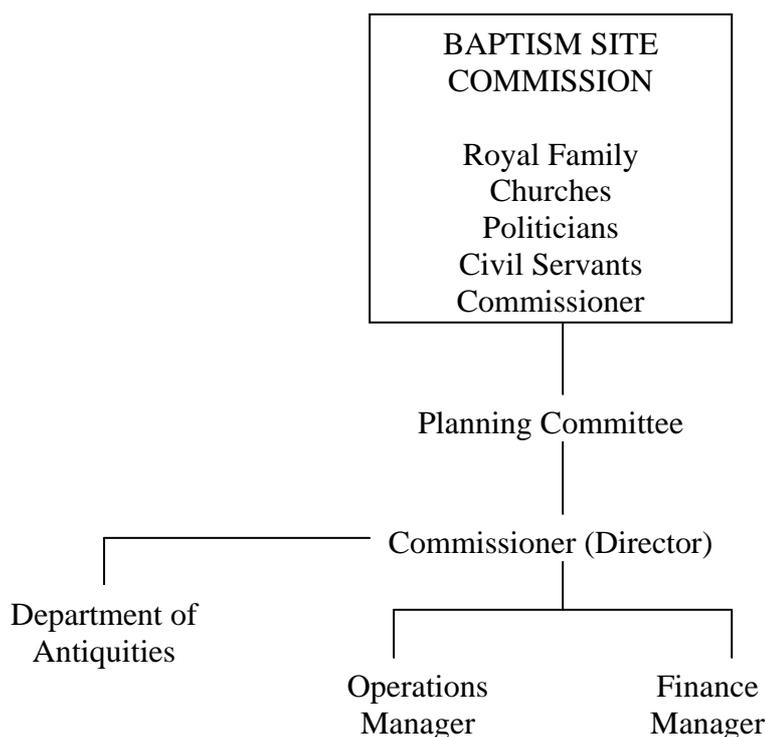
6.4 Management Model – Bethany Beyond the Jordan “The Baptism Site”

1. Introduction

This place brings together, in a single trail sixteen different sites all associated with the Bible, the most notable being where Jesus Christ was baptised by John the Baptist.

2. Organisational

A new structure, partially independent of the Department of Antiquities was devised to plan develop and manage this site – see chart below:



3 Basic Data

- 35 employees
- estimated attendance for 2005 100,000
- capital cost 7 M JD, paid for by USAID and Government
- project now self financing, no annual subvention required

4 Comment

This management model, particularly at Board level is quite formidable and could not be justified for a single site. It is likely also that the Board Members have been nominated by different interest groups, rather than being selected for their personal skills and expertise.

6.5 Aqaba Development Organisation

The Aqaba special economic zone (ASEZ) and Aqaba Development Corporation (ADC), both government owned agencies, have in 2003 concluded an arrangement for the delegation of functions as follows:

ASEZ – Parent

Primary body
Concentrates on regulation – has been highly successful

ADC – Subsidiary

Have been delegated functions from ASEZ, in respect of all aspects of property development.
Guided by a Founding Committee – no staff yet employed.

These arrangements have worked very well and are recognised as being highly successful even though they have only been in operation for a comparatively short time. The flow of investment has been excellent and there are further developments in the pipeline. The combination of government ownership/control and private investment is a promising formula and has relevance to the proposals under discussion, for the development and management of historic sites. It provides a useful precedent of delegation by the state to a specialised agency with a commercial ethos. However, the specific Aqaba formula is probably best suited to the handling of large scale property transactions, rather than a much larger number of low value sales which would arise from the management of historic sites.

7 THE RECOMMENDED MANAGEMENT MODEL – NECESSARY CRITERIA

1 Fundamental Priorities

Conservation

Quality tourism
Economic return

2 Flexible legal structure

Which will be driven, creative and strategic with a facility for speedy decision making and implementation.

3 Balance as between conservation and tourism needs

4 Visitor Experience to be world class

5 Quantifiable Performance

Attendance numbers, revenue, profit, return on investment, visitor spend.

6 Qualitative Performance

Satisfaction levels duration of visitor stay, repeat business.

7 Freedom of Action

The maximum possible powers, in relation to policy setting and operation, should be delegated to a new company and the shareholders input limited to approval of annual budgets.

8 Financial Return

The target should be to generate revenue sufficient to:

- Invest in new and existing products
- Provide funds for marketing
- Pay dividends to shareholders.

9 Community Support

Community and general political support for this type of venture is an essential requirement for long-term success. This objective can be achieved by the following actions:

- Employment of local staff at particular sites
- Making contracts with locally based suppliers, contractors and concessionaires.
- Public relations work, including press releases, information bulletins, annual public meetings
- Discount schemes for local people
- Giving a senior staff member responsibility for community relations' activity.

WHY A SINGLE COMPANY RATHER THAN ONE FOR EACH SITE?

It is envisaged that a single company should be responsible for the direct management of all sites in its own ownership, in addition to exercising control by legal means of historic sites managed by the private sector or other agencies. The considerations that support this approach are:

- Consistent policies easier to implement nationally
- Easy use of IT for all financial and other systems at all sites
- More cost effective group purchasing of all supplies
- Facilitate joint marketing and ticketing
- Poor performing sites supported by stronger ones in the portfolio
- Opportunity to have more concentrated and better quality expertise in a single centrally controlled company

SPECIFICATION FOR A NEW COMPANY

“Jordan Heritage Corporation” (JHC) – working title

9.1 Draft Mission Statement

JHC will be responsible for the improvement, design, development, marketing and day-to-day operation of Jordan's principal heritage sites. The company will be required to operate on a sustainable conservation and financial basis, in a manner, which will contribute greatly to Jordan's tourism and cultural objectives.

9.2 Key Objectives

These will be:

- Provide customers with high quality tourist experiences
- Conserve and protect all properties, objects and archives in its care
- Comply fully with standards set by Department of Antiquities
- Achieve maximum levels of attendance at all sites through effective marketing
- Operate profitably

- Where possible and profitable involve the private sector in activities such as admissions, retailing and catering.

9.3 Legal Structure

The company will be owned 100% by the Kingdom, the Minister of Tourism and Antiquities and the Prime Minister between them owning all of the shares.

The overall operation of the company will be regulated by means of the memo and articles. The following are the more important section headings in this document.

Name
Business activities
Powers
Limited liability
Subscribers
Statutory requirements
Seal
Registered
Share Capital
Transfer of shares
Increase of capital
General meetings
Annual general meetings
Extraordinary general meetings
Proceedings at general meetings
Instrument of proxy
Directors
Appointment
Managing director
Powers of directors
Borrowings
Declaration of interest
Secretary
Authorisation and signatories
Dividends
Capitalisation of profits
Accounts
Winding up
Indemnity

Note: Copies of this complete document (39 pages) available on request.

9.4 Choice of Directors

The success or failure of the company will be determined to a major extent by the quality, calibre and skills of individual directors. It is suggested that the Chairman (ideally an individual with international experience at a senior corporate level) should be nominated by the Minister. The Chairman could then participate in the selection of

other directors. As a first step in the selection process for other directors indications of interest should be sought from potential candidates by public advertisement.

Individuals with the kinds of background indicated below could be invited to become part time board members.

1. Chairman – see above
2. Archaeologist
3. Craft worker/Artist
4. Museum/Gallery Director
5. Architect or engineer
6. Marketing expert, academic or from advertising agency
7. Accountant
8. Hotelier
9. Retailer
10. Tour operator
11. Senior civil servant - Finance
12. Senior civil servant - Tourism

9.5 Financial Principles

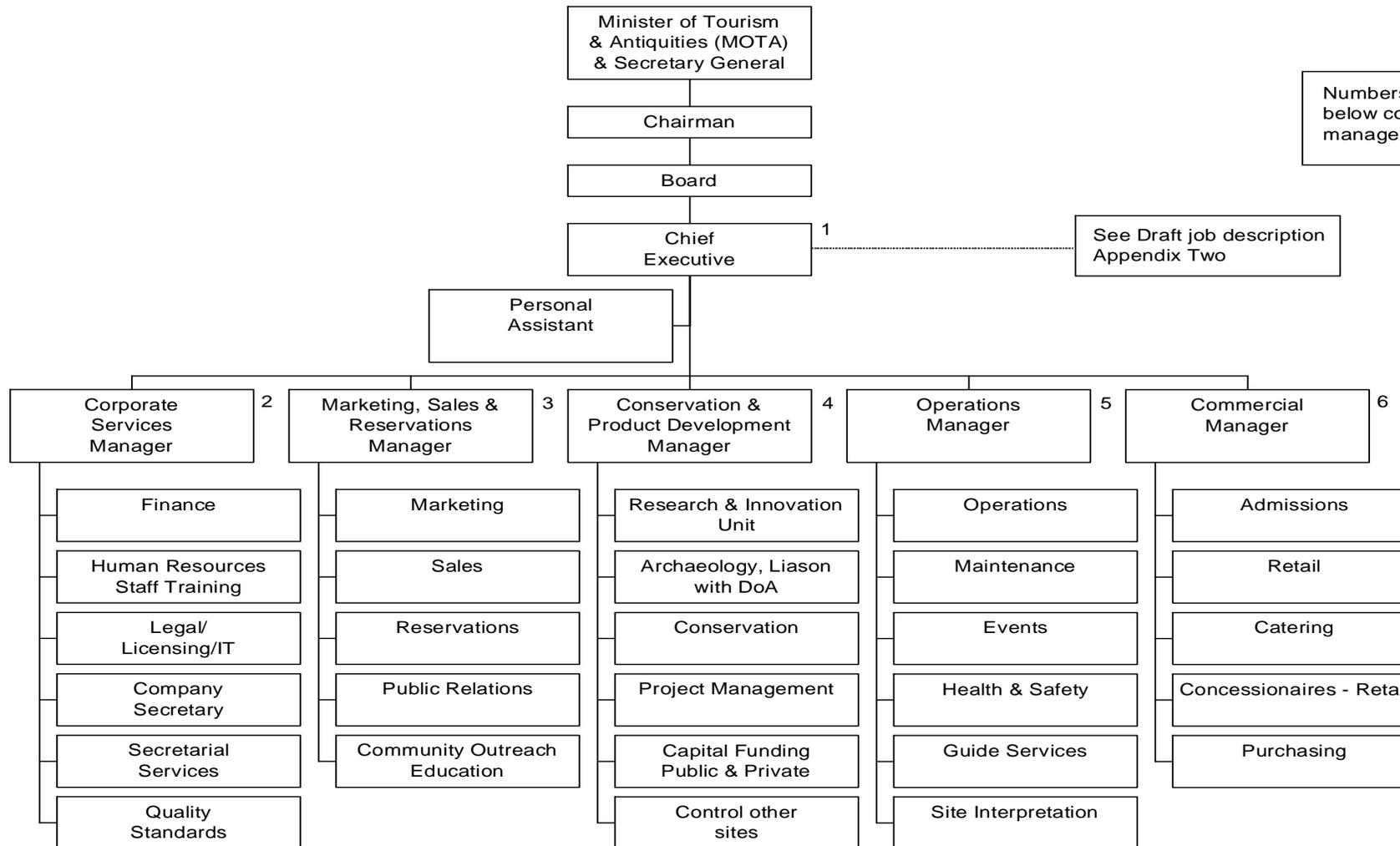
- Freehold or leasehold of assets transferred from Kingdom to new company, in exchange for token payment.
- Annual grant in aid, payable to company to cover deficits, until such time as it becomes self-financing.
- Capital financing provided by the Kingdom in exchange for shares issued.

Enabling legislation may be necessary to facilitate the setting up of a new company along the lines indicated.

9.6 Organisation Chart – Draft

The chart that follows is a draft for detailed consideration following the establishment of a board and the appointment of a new chief executive.

"Jordan Heritage Board" - (JHC)



Numbers 1 -6 below comprise management team

See Draft job description Appendix Two

In formulating this draft structure, account has been taken of best international practice and local needs in Jordan.

9.7 Operating Policies and Procedures

It would not be practicable to prepare guidelines for every aspect of company activity until such time as practical experiences of actual operation can be applied. However, subject to this limitation policy outlines have been drafted for four primary areas of company activity. These are:

- i. Site management
- ii. Human resources
- iii. Financial
- iv. Marketing policies

9.7.1 Site Management

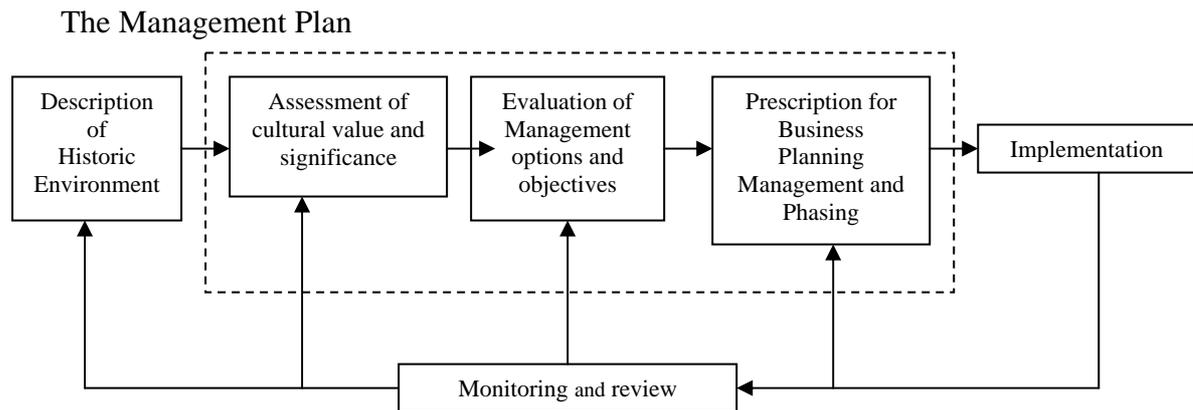
A comprehensive document titled “The Management of the Historic Environment” prepared by the International Council for Museums and Sites (ICOMOS UK <http://icomos-uk.org>) could be used as the basis for a policy guideline for heritage management. For reference purposes the section headings from this report are listed below:

Part 1 Principles

1. Introduction
2. Key Principles
3. Management Strategies
4. Who should be involved?

Part 2 Guidelines for Preparation of a Management Strategy

5. Developing a management strategy
6. Site description and assessment of its cultural value and significance
7. Assessment of condition and ability to be adapted
8. Pressures affecting the site and other factors for change
9. Statement of conservation policy
10. Evaluation of the options
11. Planning for overall management, operation and maintenance
12. Implementation
13. Monitoring and review
14. Research and records
15. Budgets, costs and business plans – for projects
16. Detailed planning of project



9.7.2 Human Resources: Policies and Procedures

This important aspect of company responsibility can best be dealt with by reference to a number of precedent documents already used successfully in Ireland.

Draft Job Description for Chief Executive	Appendix Two
Job Application Form	Appendix Three
Job Description Outline	Appendix Four
Employment Contract	Appendix Five
Safety Statement	Appendix Six
Section headings for Staff Handbook	Appendix Seven

9.7.2.1 Training and Personal Development

This is a high priority area so that staff will perform their duties more effectively, correct bad practices and learn new skills, which will benefit the organisation. Group training sessions on topics such as team building, should be organised on a regular basis. Individuals undertaking personal study courses should have their tuition and exam fees paid for and given paid leave for study purposes.

9.7.3 Financial Management- Policies and Procedures

9.7.3.1 Requirements

JHC will be required to keep financial records that will:

- Explain all transactions handled
- Enable the total financial position of the company to be determined speedily at any time
- Ensure that balance sheet, profit and loss accounts are available
- Establish what stocks are held
- Identify specific employees who are authorised to sign purchase orders and cheques within financial limits specified by the Board of the company.

9.7.3.2 **Accounting Records**

The record/account books necessary to comply with the requirements per 9.7.3.1 above are:

Purchases on credit
Receipts
Payments
Petty cash
Bank balance

9.7.3.3 **Forecast – Financial/Business Plan**

As part of the business planning process a financial forecast, should be prepared at an early stage of establishment. See appendix eight for a draft forecast template.

9.7.3.4 **Concession Arrangements**

Concession arrangements are a regular feature of many visitor attractions throughout the world. The activities in question can include restaurants, retail shops, photographic rights etc. From an owner's perspective, it is important that such arrangements should be made by licence rather than by a lease for the following reasons:

- Flexibility of arrangement
- Control on activities, opening hours and quality of service
- Occupier does not acquire any long-term rights
- Payment can be a fixed annual sum or a % on gross revenue

A precedent licence (concession) agreement is attached, appendix nine.

9.8 **Marketing Policies**

A soundly based marketing plan for each site is absolutely essential. In this section a draft framework is proposed, which can hopefully become a management tool for each site, or groups of sites in Jordan.

1. Introduction – sets out directions
2. Summary of plan
 - Strategy, markets identified
 - Actions proposed, marketing, sales, media production, advertising, press and P.R.
 - Costs arising ? % of turnover
 - Outcome, customers, revenue, net profit, multiplier effect
3. Context – market trends in tourism
4. Seasonality issues
5. The plan – product range, opportunities, threats
6. Market research
 - Origin of visitors
 - Home market
 - Overseas

7. Product Development
Innovation
Strategies
Marketing/Sales objectives
Market segments
Product awareness – increasing ?
Specific numbers and financial targets
8. Tasks allocation

10 **PERFORMANCE MEASUREMENT**

1 **Introduction**

Regular performance measurement is an imperative for the successful management of all tourist attractions, including heritage sites. Reports should be produced on specific dates throughout the year dealing with fundamentals, such as:

1. Monthly attendance numbers
2. Monthly profit or loss
3. Half yearly customer response

2 **Profitability Estimates**

The general experienced in operating tourist attractions has been to achieve the profit levels shown below:

<u>Activity</u>	<u>Gross % Profit Range</u>
A. Retail	40 – 50
B. Catering	50 – 60
C. Admissions	90 - 100

Labour and material costs are lowest in respect of C above. If attendances are high and charges are at an “economic level” retail and catering profitability will also benefit. Management strategy should therefore, be focused primarily on the generation of attendance numbers and revenue.

3 **Report Formats**

See number 1 above. The following draft report forms have been prepared:

Monthly Attendance Numbers Report	Appendix Ten
Monthly Attendance Financial Report	Appendix Eleven
Half Yearly Customer Response Survey	Appendix Twelve

11 **IMPLEMENTATION PHASE**

Implementation will be the most complex and challenging aspect of the entire process. The following strategy is being proposed:

Historic Sites in Jordan a New Management Model

- Seek all approvals necessary from the stakeholder for proposals made in section 9 above.
- Prepare specification for new company “Jordan Heritage Corporation”
- Select an establishment commissioner charged with full responsibility for implementation (could be for example a retired senior civil servant or an independent consultant)
- Establish an advisory/policy committee to support the commissioner in his/her work
- Recruit key staff by public competition, giving existing staff the opportunity of applying (if unsuccessful could be transferred to another department, or offered an early retirement package)
- Mutually agree a time scale (not longer than 12 months for the entire process).

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APPENDIX ONE

POSSIBLE MODELS OF PRIVATE INVESTMENT (PER MATT MCNULTY)

Possible Models of Private Investment & Management of Public Tourism Assets

The Trust or “Not for Profit” Solution. In this template, the care, management, and operation of the asset passes to a trust (usually a not for profit entity). The trust is empowered to receive funds from Government, private sector donors and enterprise income. The asset passing to the trust must be in good condition or must pass with sufficient capital funds, so that the trust can put it in good condition. The asset must be structured so that it has a potential to generate sustaining income levels. This solution is project specific in each case and a variety of example projects are available to demonstrate that it works.

The Twin Project Solution. This template recognises that heritage projects can be combined with a profit centre to achieve a successful solution. The profit centre can be a business opportunity, land, buildings, rents, enterprises or combinations of these. Many Great Houses of the 17th and 18th Centuries in Europe are preserved from incomes derived from the use of their lands. A great variety of compatible projects have been developed from horticulture enterprises to business operations, which sustain them.

The Management License Solution. This template requires the Government (MoTA) and the private sector to plan the project, together so that it meets its conservation and preservation objectives, as well as its sustainable operation and management. Many projects designed by Government are restoration or building driven, with less emphasis on content, activity mix and presentation. Even when items like restaurants, shops etc., are provided they may not work well, as this type of operation requires private sector skills. Under this template the private sector or not for profit are involved early in planning the project and they will take over under license at an agreed time.

The Project Grouping Solution. Most heritage portfolios involve strong projects that are attractive to visitors and those that are weak or less developed. Under this solution groups are created incorporating strong projects, weak projects and commercial opportunities, until a viable group is created that has a potential to attract private sector interest.

APPENDIX TWO

DRAFT JOB DESCRIPTION FOR CHIEF EXECUTIVE

- TITLE OF POST: CEO “Jordan Heritage Corporation”
- 1 JOB PURPOSE
- 1.1 Manage, maintain, develop and expand Jordan’s heritage sites to the highest possible international standards in terms of customer satisfaction and profitability and in a manner which will contribute to national economic objectives.
- 1.2 Responsible for management and development of projects.
- 1.3 Provide advisory/consultancy service in respect of other tourism projects.
- 1.4 Undertake consultancy work on other projects for outside agencies.
- 2 STAFFING
- a) Staffing – see organisation chart page 15
- b) Staff strength, high season estimated - ?
- c) Annual revenue estimated
- (a) Admission
- (b) Retailing
- d) Number of visitors estimated
- 3 MAJOR DUTIES AND RESPONSIBILITIES
- 3.1 Development Work
- a. Undertaking the research, planning and implementation of new projects and exhibits. Purchasing of exhibit material, maintaining an archive/library regarding all related aspects.
- b. Contracting with Department of Antiquities to undertake excavations
- c. Co-ordinating construction work at Company managed sites.
- d. Seeking capital and revenue funds as appropriate from the following sources: exchequer, charitable trusts, commercial interests and sponsorship.
- e. Monitoring all environmental/planning proposals in the vicinity of projects.
- 3.2 Visitor Services
- a. Providing visitor reception, guide services, manning of exhibits.
- b. Operating retailing facilities at each site.
- c. Operating snack catering
- d. Establishing and control of concessionaires.
- e. Providing exhibit interpretation/presentation and information, preparation of guidebooks.
- f. Conservation including maintaining buildings, landscaping and services including conservation.
- g. Operating of security arrangements with police and security firms.

- h. Working with Department of Antiquities to undertake operational, conservation, research and construction activities.

4 SUPERVISORY RESPONSIBILITY

- 4.1 Supervising all of the work force and their performance.
- 4.2 Responsible for all day-to-day decision-making relating to expenditure and staff matters.
- 4.3 Preparation of capital and revenue budgets for Board approval. Follow through to implementation and budgetary control.

5 DECISION MAKING/ERROR IMPLICATONS

5.1 Type of decisions

- (a) Selection and supervision of staff
- (b) Changes in conditions of employment
- (c) Selection/control of concessionaries
- (d) Planning buildings and exhibits
- (e) Retail layouts/visitor circulation
- (f) Selection of merchandise
- (g) Allocation of maintenance/revenue budgets
- (h) Marketing expenditure
- (i) Design/content, expenditure control of handout brochures.

5.2 Error Implications

- a) Non achievement of numerical and financial targets.
- b) Waste of people and financial resources
- c) Poor staff morale
- d) Customer dissatisfaction
- e) Criticism by public representatives
- f) Adverse media comment

6 CONFIDENTIALITY

Confidentiality is a major consideration in relation to

- a) Board papers and discussions
- b) Dealing with commercial interests – suppliers, concessionaires and tour operators.
- c) Planning issues, building contractors and land purchase.

7 PROBLEM SOLVING

Potential problems, which require consideration and resolution are likely to arise in the following area;

- a) Economic, financial viability of exhibits
- b) Cost control, value for money spent as well as speedy implementation of capital construction projects
- c) Revenue budget, maintaining continuously a correct balance between revenue and expenditure.
- d) Staff morale, industrial relations, intervening when required in order to resolve difficulties and avoid trade disputes.
- e) Customer service, resolving any difficulties which may adversely affect the required standard of customer service.

- f) Historically accuracy of exhibits, ensure that the necessary research is done in order to continuously maintain best standards of accuracy.

8 CREATIVITY/INNOVATION

A basic requirement of the job. The need for creativity and innovation arises continuously in the following areas;

- a) Long term planning
- b) Physical layouts
- c) Conservation
- d) New exhibits
- e) Exhibit improvement

9 KNOWLEDGE & SKILLS

1 Knowledge

- Public relation, customer service
- Retailing, commercial negotiation
- Appreciation and skills in the arts, archaeology, conservations, architecture, art history, folk life and social history.

2 Personal Skills

- Management administration, financial, people management and motivation, creativity, imagination, determination, self confidence, fluency (written and spoken) dependability, good visual taste.

APPENDIX THREE

JOB APPLICATION FORM

Position _____

NAME (Mr/Mrs/Miss/Ms) _____

ADDRESS _____

TELEPHONE (Home/Work) _____

DATE OF BIRTH _____

STATUS Single Married Divorced Separated

CHILDREN (Number/Ages) _____

HEALTH (Illnesses/Disabilities) _____

DRIVING LICENCE CURRENT? Yes No

EDUCATION

Year(s)	School/course	Degree/certificate
From _____ to _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
From _____ to _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
From _____ to _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
From _____ to _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

WORK EXPERIENCE

Year(s)	Organisation	Position
From _____ to _____	_____	_____
From _____ to _____	_____	_____
From _____ to _____	_____	_____
From _____ to _____	_____	_____

OTHER EXPERIENCE

Describe other significant experience that could be useful in this position

HOBBIES/INTERESTS

REFERENCES

OTHER INFORMATION

I wish to apply for the position of _____

I declare the information above to be correct to the best of my knowledge and belief.

Signed _____ Date _____

APPENDIX FOUR
JOB DESCRIPTION OUTLINE

POSITION

NAME

DATE APPOINTED

REPORTING TO

SUBORDINATES

CORE RESPONSIBILITY

KEY TASKS

Daily

Weekly

Monthly

Yearly

TARGETS

APPENDIX FIVE

EMPLOYMENT CONTRACT (Irish Precedent)

Dear (Name)

(Address)

(Date)

The following are the terms and conditions of your employment, which I am required to give you.

Should you require clarification on any point, please feel free to ask me.

Position

You will be employed primarily as (POSITION), commencing on (DATE). A job specification for the position is attached. You will be required to be flexible in this position and to undertake such other work as may be assigned to you by the company from time to time, outside the area of your normal duties. This work may be for such subsidiary or associate companies of the company as the company may require.

Hours of work

Your normal working week will be _____ days, ___day to _____day. Your normal working hours will be _____am to _____ pm on those days, with _____ hour for lunch. Your position may require you to work in excess of these hours from time to time, especially when deadlines have to be met.

Remuneration

You will be paid monthly in arrears by credit transfer. Your salary scale will be _____ pa and will be reviewed on (DATE). If additional responsibilities or working hours in excess of normal working hours become part of your regular work, your salary may be reviewed before the review date above.

Annual leave

The company's holiday year runs from 1 January to 31 December. Your annual holiday entitlement will be ____ working days and shall be given in accordance with the appropriate legislation. Your entitlement in 20__ will be ____ days. Holiday dates must be agreed in advance with the Managing Director and are subject to management discretion. Public holidays shall also be given in accordance with the Holidays (Employees) Acts.

Maternity Leave (female staff only)

You have a statutory entitlement to Maternity Leave and Maternity Benefit as provided for under the Maternity Protection Act, 1994 and the Social Welfare Acts. You are also entitled to have your existing job, or a suitable alternative, held open for you pending your return to work following maternity leave, which is calculated as four weeks before the expected date of the birth of your child and 10 weeks following that date. To ensure your entitlement, you must:

- Provide a letter from your doctor, certifying that you are pregnant and the expected date of birth of your child
- Write a letter to the Managing Director, stating that you are pregnant, advising the dates you intend to be absent on maternity leave and stating whether you intend to return to work following your maternity leave.

Maternity Benefit is paid by the Department of Social, Community and Family Affairs on a weekly basis throughout your maternity leave. The amount paid is not taxable, and is based on your earnings in the previous tax year. The maximum benefit payable is currently _____ per week. In addition, you have a statutory entitlement to an additional four weeks' unpaid leave immediately following the end of your statutory maternity leave. No benefit is payable by the Department of Social, Community and Family Affairs during these four weeks which must be taken entirely at your own expense. You must advise the Managing Director of your intention to take this unpaid leave at least four weeks before the end of your statutory maternity leave.

Sick Pay

If you are sick and unable to attend at work, you must notify the Managing Director or another senior member of staff before 10 am on the first day of non-attendance, to advise of your absence and to state how long you expect to be absent. Medical certificates must be provided to the Managing Director for absences of more than 2 days. The company will pay you your normal salary, less PAYE and PRSI, for up to weeks' sick leave in any calendar year. You must claim Social Welfare benefits, where applicable, during such sick leave and must pay any such benefits received to the company immediately on receipt. The company reserves the right to reduce the period of paid sick leave or withdraw the scheme at any time.

Retirement/Pension

Normal retirement age is _____. Pension payments are as follows?

Grievances

If you have a grievance in relation to any aspect of your employment, you have a right to a hearing by your immediate superior. If you are unhappy with the outcome of that hearing, you may appeal to the Managing Director. You may be accompanied by a fellow employee at this appeal meeting. Where the circumstances warrant it, you may refer your grievance direct to the Managing Director. If the matter cannot be resolved within the company, it shall be referred through procedures, which shall include, as appropriate, reference to a Rights Commissioner, the Labour Relations Commission, the Labour Court, the Employment Appeals Tribunal or the Equality Officer.

Notice of Termination

Except in circumstances justifying immediate termination of your employment by the company, you are entitled to receive _____ month's notice of termination of your employment. The company reserves the right to pay you _____ month's salary in lieu of notice. Your employment may be terminated without notice for serious misconduct or unreasonable failure to carry out such duties as may be assigned to you from time to time.

You must give the company _____ month's notice of your intention to terminate your employment. The company reserves the right to pay you _____ month's salary in lieu of this period of notice.

Dismissal

The company hopes that it will not be necessary to dismiss you. However, you may be dismissed for: Incompetence or poor work performance, serious or persistent misconduct, incapacity, failure to carry out reasonable instructions, redundancy, or some other substantial reason. The following procedures will be carried out before a decision to dismiss you from the company's employment is taken:

- A full investigation will be carried out by the company. You may be suspended, with or without pay at the company's discretion, during this investigation
- You will be informed of the reasons for the proposed dismissal
- You will have a right to state your case and may be accompanied by a fellow employee at any meeting that you are asked to attend concerning your proposed dismissal.

If you wish to challenge your dismissal, it shall be referred in accordance with normal procedures to a Rights Commissioner, the Labour Court, the Labour Relations Commission or the Employment Appeals Tribunal, as appropriate.

Health and safety

The company is committed to fulfilling its obligations under applicable health and safety legislation and has prepared a Safety Statement. It is a condition of your employment that you sign the Health and Safety Statement and abide by its requirements.

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On behalf of (BUSINESS NAME), I wish you well in your employment. Please sign one copy of this letter to indicate your acceptance of the terms and conditions of your employment and return it to me as soon as possible.

Signed _____ Managing Director

I accept and agree to be bound by the above terms and conditions of employment.

Signed _____ (EMPLOYEE)

APPENDIX SIX

SAFETY STATEMENT (Irish Precedent)

Business name: _____	Name/Tel No of: _____
Address: _____	Doctor: _____
_____	Hospital: _____
_____	Ambulance: _____
_____	Fire: _____
Business Activity: _____	Police: _____
_____	Safety Rep: _____
_____	First Aider: _____
_____	HSA: _____

“This Safety Statement is aimed at protecting our employees from workplace accidents and ill-health at work. It is our programme in writing to manage health and safety. We provide protective equipment, guards, etc., as well as information, training and supervision necessary to protect our employees. The Safety Statement is available to our employees, outside contractors and inspectors of the Health and Safety Authority. We will update it as necessary and it will be reviewed at least once a year.

Signed: _____ Date: _____

(Proprietor/Manager)

Deputy: _____

CHECKLIST OF HAZARDS AND RELATED ISSUES

- Is your workplace safe, clean and tidy?
- Are your work systems safe?
- Is your equipment and machinery safe (guarded if necessary and maintained regularly)?
- Are machinery and equipment suppliers' instructions followed?
- Is portable equipment (such as ladders, welders, electrical tools, etc) properly maintained?
- Are boilers, air receivers, lifts and cranes examined and maintained?
- Can manual lifting, pushing, pulling or dragging of heavy weights be avoided?
- Is care taken with chemicals? Remember to read the labels and chemical safety sheets.
- Are there health hazards - processes giving rise to dust or fumes?
- Have you made arrangements for emergencies and fire-fighting? Are escape routes clear?
- Is there safe means of access to heights?
- Are goods safely stacked?
- Is there training, consultation, information and supervision of employees in health and safety?
- Are records kept of safety training?
- Is ventilation adequate?
- Is personal protective equipment provided and used?
- Do your VDUs comply with safety standards?
- Are First Aid provisions adequate?
- Is there any history of accidents/ill-health in the business?
- Are accidents reported to the Health and Safety Authority?
- Are there any other hazards in the workplace?
- Are employees adhering to all remedial steps to avoid injury?
- Are the welfare facilities (toilets/washing/eating/drink) adequate?
- Are employees and outside contractors aware of this Safety Statement?
- Have you displayed your Health and Safety poster?

APPENDIX SEVEN

STANDARD HEADINGS FOR STAFF HANDBOOK

- Section 1 Pay arrangements
Payment of salary, deductions, sick pay, overtime, pensions, travel and subsistence.
- Section 2 Recruitment
Medical assessment, references, evidence of qualifications, probation.
- Section 3 General Conditions
Hours of work, breaks, location of work, dress.
- Section 4 Leave
Annual leave, public holidays, sick leave, maternity leave, parental leave, special leave.
- Section 5 Policies and Procedures
Disciplining, grievances, confidentiality, training, equality, industrial relations, conflicts of interest, political activity, stress counselling, materials and equipment, personal phone calls, health and safety, smoking.

Supplementary

Anti-harassment policy, performance and evaluation, ethics, use of Internet and email, flexible working hours, duties of duty officer.

APPENDIX EIGHT
FINANCIAL FORECAST

J.H.C Year -----					
	Day Visitor	Retail	Catering	Other	Total
	'000	'000	'000	'000	'000
Turnover					
% of Total Turnover					
Gross Profit					
Gross Profit %					
Staff Costs					
Other Costs					
Contribution					
Contribution %					
Administration Board					
Adm Chief Executive					
Adm Corporate Services					
Adm Marketing Sales					
Adm Product Development					
Adm Operations					
Adm Commercial					
Total Adm Areas					
% of Total Adm Costs					
Net Operating Profit/(Loss)					
Net Profit %					
Net Operating Profit/(Loss)					

APPENDIX NINE

LICENCE (CONCESSION) AGREEMENT (Irish Precedent)

THIS AGREEMENT made the day of **BETWEEN** on the one part and (hereinafter called “the Licensee”) on the other part.

WHEREAS:-

- A. The of owns the leasehold of the premises of the said known as (hereinafter called “the premises”).
- B. The Licensee carries on the business of
- C. The Trustees have agreed to grant a Licence to the Licensee to carry on certain activities in part of the premises.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows: -

GRANT OF LICENCE

1. The Trustees **HEREBY GRANT** a licence to the Licensee to carry on during the normal opening hours at the premises the activities specified in the First Schedule hereto (“the activities”) in a part of the premises specified in the Second Schedule hereto (“the Concession Area”) to be designated from time to time by the in manner hereinafter provided. The Licence so granted is acknowledged by the Licensee not to be exclusive and the Licensee confirms that it will not use the Concession Area outside said opening hours, without agreement of the Trustees or their representative, and will at all times permit the staff and representatives to have access thereto.

LOCATION AND RELOCATION

2. The position or situation of the Concession Area within the premises may not be altered at any time during the term of the contract save and except in the case of an emergency affecting the collections of the requiring closure of the premises to the public during a period of disaster recovery work.

CONSIDERATION

3. The Licensee shall pay to the a consideration for the Licence hereby granted in accordance with the provision of the Fourth Schedule hereto.

COMMENCEMENT

4. The Agreement and the Licence hereby created shall be deemed to have commenced on the date specified in the third Schedule hereto and shall continue for 12 months from that date with a review 3 months and at 6 months.

OUTGOINGS

5. The Licensee shall pay all rents, rates, and outgoings payable in respect to the Concession Area (including insurances of the Licensee’s stock and property or staff or third party insurance, including public liability insurance, or retailers insurance). The Licensee shall at his own expense provide all heating, lighting, cleaning, telephone and other services reasonably required in respect of the Concession Area. The Licensee shall be responsible for the removal of all rubbish in respect of the Concession Area on a daily basis. The Licensee shall conform to and comply with the normal hours of opening of the premises and shall keep and maintain the Concession Area open for business during such hours but at no other time, unless otherwise agreed by the or their representative.

FITTING-OUT & STOCKING

6. The Concession Area has been fitted out by the _____ and the equipment listed in the Fifth Schedule hereto is being provided for the use of the Licensee. All other necessary items are to be provided by the Licensee at his own expense.

The Licensee shall provide all cutlery, crockery, glassware and miscellaneous items for the service and presentation of food. Such items shall be subject to the approval of the _____. Menus and prices in the café shall also be subject to the approval of the _____. Any sign or signs which the Licensee wishes to erect in or upon the Concession Area or in relation thereto shall be subject to the prior approval in writing of the Trustees as to design, dimensions, content and location. The Licensee _____ shall at his own expense maintain the Concession Area and the fittings thereof and all goods placed therein by the Licensee in good order and condition and to a standard in keeping with that of the premises and to the satisfaction of the Trustees and on the termination of this Agreement shall leave the equipment set out in the Fifth Schedule in clean working order and condition.

ALTERATIONS AND OPERATION OF THE PREMISES

7. The Licensee shall not in any way alter the decoration or layout of the Concession Area except by prior agreement with the _____. The Licensee shall adhere to all reasonable arrangements made by the Trustees for the regulation of cleaning and for security and access to the premises generally. The Licensee will not permit smoking in the Concession Area either by his patrons or by his staff and shall erect notices to that effect. All deliveries must be made during the normal business hours.

STAFF

8. The Licensee shall recruit and employ adequate and suitably qualified staff (hereinafter referred to as "the Licensee's Staff") who shall for all purposes be the employees of the Licensee. As employer the Licensee alone shall have the power to dismiss the Licensee's Staff but the Licensee shall if so requested by the Trustees ensure that any member of the Licensee's Staff shall not be directed or permitted to work at the Concession Area where the _____ consider for stated cause the _____ circumstance to justify transfer of such member of the Licensee's Staff from the premises.

STAFF RULES AND KEYS

9. The Licensee's Staff shall conform with the general rules and regulations (including security rules) applicable to the staff at the premises and shall be entitled to use and enjoy the staff room, and toilets, in the premises. The Licensee and its staff shall not be entitled as of right to any keys to the premises or the Concession Area, but all reasonable provision, consistent with security will be made to provide the Licensee's staff with appropriate access to their place of work.

STRIKES

10. In the event of the Licensee being involved in any strike, lock-out or trade dispute with the Licensee's staff or any member or members thereof the Licensee shall make every reasonable effort to ensure that neither the Concession Area nor the premises shall be picketed by the Licensee's Staff or by anyone on behalf of such staff. The Trustees shall not be liable to the Licensee in any way whatsoever in the event of closure of the premises by reason of strike, lock-out or other industrial dispute or by reason of any other matter outside the _____ control.

TERMINATION

11. (i) This Licence may be terminated at any time by either party by not less than three months notice in writing and may also be terminated by 21 days notice given by the _____ to the Licensee in the event that -
- a. _____ at any time any sum due by the Licensee to the _____ ; is unpaid for ten days after becoming due (whether demanded or not);
 - b. the Licensee shall fail to appear within seven days to remedy any breach (which in the opinion of the _____ is capable of remedy) of any of the stipulations conditions or agreements herein contained after being required to remedy the same by notice in writing from the _____ specifying the breach and requiring the same to be remedied;

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- c. on any breach by the Licensee of any stipulation or agreement herein contained which is in the opinion of the incapable of being remedied and is stated so to be in the notice given by the Trustees;
 - d. the Licensee becoming bankrupt or making an arrangement with his creditors.
- (ii) On the termination hereof the Licensee shall have no claim against the for loss of goodwill or other loss of any kind whatsoever since a temporary licensee only is granted by this Agreement.

INSURANCE OF STOCK

12. The Licensee shall maintain at all times adequate insurance against all normally insurable risks in respect of all its stock and property in the Concession Area and for Employers Liability and Public Liability/Third Party Retailers Risks affecting the Concession Area or access thereto or facilities provided hereunder.

ADVERTISING

13. All advertisements intended to be produced by the Licensee relating to the Concession Area shall first be notified to the and shall only be placed on their being approved by the .

VAT

14. The Licensee shall indemnify and keep indemnified the against all amounts for Value Added Tax payable or eligible on this Licence or howsoever arising in relation hereto and if paid by the shall repay the same to the on demand.

PUBLIC & PRODUCT LIABILITY

15. The Licensee will indemnify and keep indemnified the State and the against all actions, costs, proceedings, losses, damages or claims whatsoever arising in any way out of the Licensee's services in the Concession Area or in the premises or sold from the Concession Area or arising from the Licensee's equipment or the actions of its employees and shall ensure that this indemnity extends also to all other commercial activity by the Licensee on the premises of the other than the concession area.

NON-EXCLUSIVE USE

16. This Agreement shall not preclude the use and enjoyment of the entire of the premises including the Concession Area save only that the State shall not use same in such a way as to unreasonably interfere with the Licensee's lawful exercise of his rights hereunder.
17. The shall obtain a licence to sell alcohol on the premises and the Licensee shall act as the agent of the in effecting lunch sale within the Concession Area and elsewhere on the premises of the .

PROHIBITION OF TRANSFER

18. The Licence hereby granted is hereby agreed to be personal to the Licensee. The Licensee shall not transfer or assign or purport to transfer or assign the benefit of the Licence or the limited right to user hereby granted and shall not permit any other person firm or company to exercise or purport to exercise any of the rights hereby granted.

RELATIONSHIP OF PARTIES

19. (i) Nothing in this Agreement shall create or be construed as creating the relationship of landlord and tenant or of partnership between the and the Licensee nor of employer and employee as between the Trustees and the Licensee or any of the Licensee's staff and this Agreement shall be deemed to be and shall be construed as a temporary licence or concession agreement only in respect of the activities specified herein.

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- (ii) Any extension of the arrangement hereby made or any continued user by the Licensee after the expiration hereof shall be deemed to be subject to the terms of this Agreement.

ARBITRATION

20. If at any time hereafter any dispute, doubt or question shall arise between the _____ and the Licensee touching on the construction meaning or effect of this Licence or any clause or thing herein contained or the respective rights or liabilities under these presents or otherwise in relation to the premises or the Concession Area then every such dispute, doubt or question shall be referred to the arbitration or decision of an independent arbitrator to be appointed in default of agreement by the President for the time being of the Society of Chartered Surveyors and this clause shall be deemed to be a submission to arbitration within the Arbitration Act, 1954 or any statutory modification or re-enactment thereof for the time being in force.

HEADINGS

21. The headings contained in this Agreement are intended solely to assist speedy reference to the text of this Agreement but are not themselves part of this Agreement and shall not in any way affect or influence the construction of this Agreement.

ENTIRE AGREEMENT

22. This Agreement constitutes the entire Agreement between the parties and all previous Agreements or correspondence (if any) between the parties are hereby withdrawn.

FIRST SCHEDULE

The Activities

A Café/Restaurant for the provision to the public of meals and beverages together with its adjoining kitchen and lavatory.

SECOND SCHEDULE

The Concession Area

Such area at the ground floor of the premises as may from time to time designated by the _____ as herein before provided and may be altered by the _____ from time to time as to its situation or position in or at the premises.

THIRD SCHEDULE

Commencement Date

FOURTH SCHEDULE

Payment

Signed: _____ Date: _____
Licensee

Signed: _____ Date: _____
Owner

APPENDIX TEN

MONTHLY ATTENDANCE NUMBERS REPORT

Site Address _____

Date of Report _____

Annual Budget Attendances _____

Month	Actual, This month	Budget for month	Budget variation +, - %	Compared with same month last year	Variation +, - % compared with same month last year	Cumulative year to date	Cumulative as a % +, - compared with same period last year
Jan							
Feb							
Mar							
Apr							
May							
Jun							
Jul							
Aug							
Sep							
Oct							
Nov							
Dec							

Notes:

1. Comments on these figures, to be shown on separate sheet.
2. Attendances could be divided into different categories
3. Similar report should be prepared for other areas such as catering and retail.

APPENDIX ELEVEN

MONTHLY ATTENDANCE FINANCIAL REPORT

Site Address _____

Date of Report _____

Annual Budget _____

Mth	Actual this month	Budget for month		Budget variation +, - %		Compared with same month last year		Variation +, - % compared with same month last year		Cumulative Year to date		Cumulative as +, - % compared with same period last year	
		Revenue	Net Profit	Revenue	Net Profit	Revenue	Net Profit	Revenue	Net Profit	Revenue	Net Profit	Revenue	Net Profit
Jan													
Feb													
Mar													
Apr													
May													
Jun													
Jul													
Aug													
Sep													
Oct													
Nov													
Dec													

See notes on Appendix Ten.

APPENDIX TWELVE

HALF YEARLY CUSTOMER RESPONSE SURVEY

The following are a list of questions for inclusion in a survey. Questions should be posed to visitors that would elicit information on relation to areas such as:

Nationality

Publicity seen in advance of visit

Quality of experience

Value for money

Staff friendliness

Information (signs etc) provided

Possibility of repeat visits

Did the visit meet with expectations?

A survey on these lines would provide valuable information for both product improvement and marketing.