

**July 2016: A. Management Spine Salaried Full-Time (Permanent )  
Ballot Version - Version 3**

**FINAL BALLOT VERSION**

**A. NATIONAL CONTRACT OF EMPLOYMENT FOR  
MANAGEMENT SPINE SALARIED FULL-TIME (PERMANENT)  
IN COLLEGES OF FURTHER EDUCATION IN WALES**

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**THE EMPLOYER:** [Name and address of Corporation<sup>1</sup>] ("the Corporation")

**THE EMPLOYEE:** [Name and address of Employee]

**DATE OF ISSUE:** .....

## **1. Date of Commencement**

1.1 Your permanent employment commenced /shall commence on [•].

1.2 Your period of continuous employment [will begin/began] on [•].

1.3 If you are made redundant your period of service with certain other employers will be aggregated with your service with the Corporation for the purpose of determining your redundancy payment. This is in accordance with the Redundancy Payments (Continuity of Employment in Local Government, Etc) (Modification) Order 1999 as amended from time to time.

1.4 Your appointment is made in accordance with the Corporation's recruitment and selection procedures and may be subject to the receipt of a satisfactory enhanced DBS disclosure and two satisfactory professional references.

## **2. Duration**

The Employment shall continue until terminated in accordance with the provisions contained herein.

## **3. Probationary Period**

The first 6 months of your employment will be a probationary period, during which your suitability for the position to which you have been appointed will be assessed. The Corporation reserves the right to extend your probationary period if, in its opinion, circumstances so require. During your probationary period, or at the end of it, your employment may be terminated either by you or by the Corporation on giving one month's written notice. You will be deemed to have passed your probationary period unless you are notified otherwise in writing.

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<sup>1</sup> Not all colleges have Corporations. In this document the term 'Corporation' includes governing bodies or other supervisory boards.

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### **4. Duties**

- 4.1 You will be employed as [job title] and your duties are those as specified within your Job Description together with any lawful and reasonable instruction given to you.
- 4.2 You may be required in pursuance of your duties to perform services not only for the Corporation but also for any Subsidiary which the Corporation has or may acquire in the future.
- 4.3 You are expected to work flexibly and efficiently, to maintain the highest professional standards and to promote and implement the policies of the Corporation consistent with the role.
- 4.4 You will be expected to comply with any policies and procedures commensurate with your role which the Corporation may from time to time issue to ensure the efficient operation of its business and the welfare and interests of its students and employees.

### **5. Remuneration**

- 5.1 Your salary will be [£INSERT•] per annum, in accordance with the national pay scale pertinent to your role with your appointment on (grade). Your salary is payable monthly in arrears by direct credit transfer.
- 5.2 Any salary progression will be determined in accordance with the salary scales set out in the national pay scales pertinent to your role.

### **6. Place of Work**

- 6.1 Your primary place of work will be the Corporation's premises at [INSERT •]. [Your duties will also require you to work at [INSERT] list the locations].
- 6.2 In the event that there is an organisational need to change your primary place of work on an indefinite basis, this will be subject to consultation and agreement with you.

### **7. Mobility**

- 7.1 There may also be a business need to travel and work on a temporary basis at any premises which the Corporation currently has or may subsequently acquire or at any premises at which it may from time to time provide services. This would be subject to discussion and agreement giving due regard to the following considerations:
- The location and arrangements for travel and subsistence;
  - The length of the working day with increased travel time;

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- The hours of work;
- The timescale and duration of the proposed arrangements;
- The employee's personal and family circumstances.

7.2 From time to time you may be required to travel and work on a temporary basis at locations outside the UK and for a period of no more than 4 weeks subject to the arrangements set out in Clause 7.1.

### **8. Appraisal and Continuing Professional Development**

8.1 You are required to participate in the staff appraisal scheme approved by the Corporation;

8.2 You are required to participate in reasonable arrangements for your further training and development.

8.3 Full details of the Corporation's policy in relation to Continuing Professional Development can be found at [INSERT link].

### **9. Requirement for Teaching Qualification**

There is no teaching requirement attached to this post and a teaching qualification is not required.

OR

9.1 You are required to teach under this post. You are therefore subject to the teaching qualifications prescribed by the Further Education Teachers Qualifications (Wales) Regulations 2002, as amended from time to time.

9.2 The Corporation will review with you, either prior to commencement of employment or shortly thereafter, the qualifications required for the post that you are to fill and will provide such assistance as it deems reasonable to enable you, if required, to secure requisite qualifications. In the event that you fail to secure the requisite qualifications within the period specified in the Regulations, the Corporation may have no alternative but to terminate your employment and to this end the Corporation reserves the right notwithstanding any other provisions of this contract, to terminate your employment by giving notice in accordance with Clause 35.1

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### **10. Working Hours**

- 10.1 You will be expected to work such hours as are reasonably necessary for the proper performance of your duties and responsibilities, with a normal working week of 37 hours. The normal working week is Monday to Friday and in some cases Saturday, by agreement.
- 10.2 You may be required to work additional hours for which you will not be paid overtime. However, any agreed hours in excess of 37 will be covered by time off in lieu (TOIL) arrangements in accordance with the Corporation's policy.
- 10.3 You may sometimes be requested to work on a Bank or Public Holiday, in which case you will be given time off in lieu, should you agree to this, or payment in accordance with the Corporation's policy.

### **11. Holidays**

- 11.1 You are entitled to 37 days paid annual leave in each holiday year (being the period from 1st September to 31st August), and 8 Bank and Public Holidays normally observed in Wales. Your annual leave will accrue on the basis of 1/12<sup>th</sup> of your annual entitlement for each month of completed service.
- 11.2 The Corporation reserves the right to schedule a number of closure days in the Annual Calendar, in the interest of efficiency. Where the total number of such days do not exceed 5 per annum, you will not be required to use your annual leave entitlement. Where the Corporation schedules more than 5 such days per annum, days in excess of 5 must be taken as part of your annual leave.
- 11.3 The timing of all holidays is subject to the agreement of your line manager. You are required to submit an outline schedule of any significant holidays, where possible before 31st October in any holiday year.
- 11.4 If, on the termination of your employment, you have exceeded your accrued holiday entitlement including Bank and Public holidays up to the date of termination, the Corporation will be entitled to deduct the excess from your final salary payment calculated at a rate of 1/260<sup>th</sup> of your salary for each of the excess days. If you have any unused holiday entitlement, the Corporation will require you to take it during your notice period unless it agrees to pay you the appropriate sum in lieu.
- 11.5 If the Corporation terminates your employment, by reason of gross misconduct in accordance with Clause 35.3, any payment due for outstanding holiday entitlement shall be limited to your statutory entitlement under the Working Time Regulations

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1998. Any paid holidays (including Bank and Public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

- 11.6 If either party has served notice to terminate the appointment, the Corporation may require you to take any outstanding holiday entitlement during the notice period. Any outstanding holiday entitlement shall be deemed to be taken during any period of garden leave under Clause 35.4
- 11.7 Holiday entitlement for one holiday year cannot be taken in subsequent holiday years unless otherwise agreed by the Principal. In some exceptional cases up to 5 days may be rolled forward, but only with the agreement of the Principal. Failure to take holiday entitlement in the appropriate holiday year will lead to forfeiture of any accrued holiday without any right to payment in lieu thereof.
- 11.8 If you are not able to take holiday entitlement due to sickness, accrual of holiday entitlement will be restricted to 28 days pursuant to the statutory requirements of the Working Time Regulations 1998 which will be paid in lieu (on termination of employment only) or carried over by agreement with Corporation's Human Resources on receipt of confirmation from your G.P.

### **12. Expenses**

Expenses which you incur in the proper performance of your duties will be reimbursed by the Corporation providing that they have been approved in advance by your line manager and are matched by signed and approved receipts in accordance with the Corporation's Financial Regulations which can be obtained from [INSERT LOCATION].

### **13. Pension**

#### ***Either:-***

You will automatically become a member of the Teachers' Pension Scheme (TPS) subject to its terms and conditions from time to time in force. You may elect to opt out of the scheme at any time. Further details may be obtained from the TPS. The TPS is contracted out of the State Earnings Related Pension Scheme. It follows that as a member of the TPS a contracting out certificate under the Social Security Pensions Act 1975 will be in force in respect of your employment. If you opt out of the TPS, the Corporation is still obliged to comply with the employer duties under Part 1 of the Pensions Act 2008 and it will automatically enrol or re-enrol you into a Pension scheme as and when required by law.

#### ***Or:-***

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You will automatically become a member of the Local Government Pension Scheme (LGPS) subject to its terms and conditions from time to time in force. You may elect to opt out of the scheme at any time. Further details may be obtained from the LGPS. If you opt out of the LGPS, the Corporation is still obliged to comply with the employer duties under Part 1 of the Pensions Act 2008 and it will automatically enrol or re-enrol you into a Pension scheme as and when required by law.

### **14. Deductions**

For the purposes of the Employment Rights Act 1996, you hereby authorise the Corporation to deduct from your salary or any other payments due to you any agreed sums due from you to the Corporation, including any overpayments, loans or advances made to you by the Corporation. You will be provided with a deduction schedule accordingly.

### **15. Sickness**

- 15.1 If you are absent from work due to sickness or injury, you may be eligible to receive sick pay in accordance with the Corporation's Sickness Policy. Further details in respect of sickness may be obtained from [INSERT LOCATION]
- 15.2 The payment of sick pay is subject to your compliance with the Corporation's rules for the notification and verification of sickness absence, which are set out in the Sickness Policy.
- 15.3 The Corporation has the right to require you to attend a medical examination by a doctor or occupational health specialist nominated by the Corporation, in particular but not limited to circumstances where you are absent on long term sickness. The Corporation reserves the right to cease to make payments of sick pay in the event that you repeatedly fail to attend at such an appointment having been requested to do so, without reasonable justification.
- 15.4 If you receive compensation following an injury or accident which occurred outside work for loss of earnings, you will be required to repay to the Corporation compensation paid for such loss of earnings, up to the value of sick pay received less your statutory entitlement.

### **16. Maternity Leave**

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If you become pregnant, you will be eligible to take maternity leave and may qualify for employer and/or statutory maternity pay. Full details of the Corporation's Maternity Policy and the procedures with which you must comply in order to exercise your rights under it are available from [INSERT LOCATION].

### **17. Paternity Leave**

Where your Spouse/Partner becomes pregnant, you will be eligible to take paternity leave and receive paternity pay. Full details of the Corporation's Paternity Leave Policy and the procedures with which you must comply in order to exercise your rights under it are available from [INSERT LOCATION].

### **18. Parental Leave**

You will be entitled to take parental leave in accordance with the Maternity and Parental Leave Regulations 1999, as amended, or alternatively in accordance with any policy or procedure on this subject which has been adopted by the Corporation. Further details in respect of parental leave may be obtained from [INSERT LOCATION].

### **19. Adoption Leave**

If you adopt a child, you may be eligible to take adoption leave and receive adoption pay. Full details of the Corporation's Adoption Policy and the procedures with which you must comply in order to exercise your rights under it are available [INSERT LOCATION].

### **20. Health and Safety**

The Corporation recognises and accepts its responsibilities as an employer to ensure, so far as is practicable, the health, safety and welfare of all its employees. A copy of the Health and Safety Policy, subject to amendment from time to time, can be obtained from [INSERT LOCATION]. You are responsible for familiarising yourself with the policy and adhering to the health and safety rules in the workplace.

### **21. Exclusivity of Service**

- 21.1 You are required to devote your time, full attention and abilities to your duties during your contracted working hours and to act in the best interests of the Corporation at all times.
- 21.2 Written permission by the Principal or nominee must be given before entering into any agreement to undertake any paid activity or employment on behalf of another



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organisation or person. This includes any such paid activity or employment that commenced before your employment under this contract.

21.3 Where paid leave of absence is granted to undertake activity for another organisation, any payment (expenses exempt) received in respect of that activity must be transferred to the Corporation.

### **22. Confidentiality**

22.1 You shall not either during your employment (except in the proper performance of your duties), nor at any time after its termination, use for your own purposes (or for any purposes other than those of the Corporation) or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the Corporation or to any Subsidiary or relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you or by any third party. The Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A 1992) requires employers to disclose information for the purposes of collective bargaining to accredited representatives of recognised trade unions. This restriction shall not apply to any use or disclosure authorised by the Corporation or required by law or in furtherance of a legitimate trade union activity.

22.2 Confidential information shall include (but shall not be limited to) the following:

(a) Information concerning the services offered or provided by the Corporation or any Subsidiary including the names of any persons, companies or other organisations to whom such services are provided, their requirements and the terms upon which services are provided to them (save that such information shall not be regarded as confidential once it has been published in any prospectus or other document which is available to members of the public);

(b) The Corporation's marketing strategies and business plans or those of any Subsidiary and the marketing strategies and business plans of other corporations or governing bodies involved in collaborative partnerships if appropriate;

(c) Any information relating to a proposed reorganisation, expansion or contraction of the Corporation's activities (or those of any Subsidiary) including any such proposal which also involves the activities of any other corporation or organisation;

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- (d) Financial information relating to the Corporation or any Subsidiary (save to the extent that such information is included in published audited accounts);
- (e) Details of:
  - (i) Employees of the Corporation or any Subsidiary, the remuneration and other benefits paid to them and their experience, skills and aptitudes and/or
  - (ii) Any arrangements for the supply of personnel to the Corporation or any Subsidiary by a third party provider;
- (f) Any information which you have been told is confidential or which you might reasonably expect to be confidential;
- (g) Any information which has been given to the Corporation or any Subsidiary in confidence by students or other persons, companies or organisations.

22.3 Notwithstanding the above, the Corporation affirms that professional staff have freedom within the law to question and test received wisdom relating to academic matters, and to put forward new ideas, and controversial or unpopular opinions about academic matters without placing themselves in jeopardy or losing the jobs and privileges they have at the Corporation.

22.4 All records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of the Corporation and must be returned to it upon request on the termination of your employment.

22.5 Nothing in this contract, and in particular this Clause 22, is intended to prejudice your rights in relation to any protected disclosure under the meaning of Section 43A of the Employment Rights Act 1996, as amended from time to time ( Whistleblowing).

22.6 Any request received by you under the Freedom of Information Act 2000 will be forwarded to [your Line Manager/HR Department/Information Officer] for consideration. Under no circumstances should you respond to such a request directly.

### **23. Data Protection**

You agree to abide by the Corporation's Data Protection Policy available at [INSERT LINK] as amended from time to time and the provisions of the Data Protection Act 1998 when handling personal data in the course of employment including personal

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data relating to any employee, student, client, supplier or agent of the Corporation or any subsidiary.

### **24. Copyright**

24.1 The copyright in all records, documents and course materials produced or made by you in the course of your employment after your appointment to the Corporation , shall belong to the Corporation.

24.2 The copyright of any work or design compiled, edited or otherwise brought into existence by you as a scholarly work for the purposes of furthering your professional career shall belong to you. "Scholarly work" includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in further and higher education.

### **25. Grievances**

25.1 If you have a grievance relating to your employment, you are entitled to invoke the Corporation's Grievance Procedure which is available from [INSERT LOCATION].

25.2 You may from time to time be required to participate in some capacity in an employee grievance.

### **26. Disciplinary Procedures**

26.1 The Corporation expects reasonable standards of performance and conduct from its employees. Details of the Corporation's Procedures can be found at [INSERT LOCATION] together with the Staff Code of Conduct.

26.2 You may from time to time be required to participate in some capacity in a disciplinary procedure.

### **27. Capability Procedures**

The Corporation has procedures in place designed to assist and encourage all employees to achieve and maintain standards of job performance. The aim is to ensure consistent and fair treatment for all and to assist any employee who is considered to be experiencing difficulties in performing satisfactorily the duties required of the post to which s/he was appointed. Details of the Corporation's Procedures can be found at [INSERT LOCATION]

### **28. Protected Disclosures - Whistleblowing**

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If you have concerns regarding activities including but not limited to malpractice, fraud or corruption within the Corporation and /or any of its subsidiaries you should refer to the Corporation's Whistleblowing Policy which can be found at [INSERT LOCATION] to assist you in raising your concerns.

### **29. Safeguarding Children and Adults**

The Corporation has policy and procedures in place which set out the statutory safeguarding responsibilities of Further Education Colleges, as well as good practice recommendations, in relation to children and adults. All employees are required to adhere to the Corporation's Safeguarding Policy and associated procedures and guidance, which may be varied by the Corporation from time to time. Details can be found at [INSERT LOCATION].

### **30. Social Networking**

You should be aware that the internet is provided primarily for business use. The Corporation recognises that many employees use the internet, including social media for personal and business purposes. You should therefore have due regard to the Corporation's Social Media and/or Email Policy and/or Acceptable Usage Policy when using the internet including social media for personal and business purposes.

### **31. Monitoring of Telecommunications**

In accordance with the Corporation's policies, the Corporation has the right to monitor any and all aspects of its telephone and computer systems that are made available to you and to monitor, intercept and/or record any communications made by you, including any type of telephone, e-mail or Internet communications, for any purposes authorised under the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and any amending or supplementary legislative or regulatory requirements.

### **32. Criminal Acts**

In the event that you are under caution, arrested, charged with, and/or convicted of, a criminal act, you will advise the Corporation's Human Resources Department immediately. Failure to do so may result in disciplinary action.

### **33. Anti-Bribery and Corruption**

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33.1 Every employee and individual acting on the Corporation's behalf is responsible for maintaining the Corporation's reputation and for conducting their duties honestly and professionally. In accordance with this, you are required to adhere to the Corporation's Anti-Bribery Policy. Details can be found at [INSERT LOCATION].

33.2 You agree that you will report any suspicious conduct that may amount to a bribe being offered, promised, given, requested or accepted (either involving you or another employee or person acting for, or on behalf of, the Corporation) immediately to the relevant individuals within the Corporation in accordance with the Anti-Bribery Policy.

### **34. Trade Union Membership**

34.1 You have the right to belong to a trade union of your choice. The following trade union[s] are currently recognised by the Corporation: [ENTER TU DETAILS AND RELEVANT BARGAINING GROUP].

34.2 The Corporation will provide information to the recognised trade unions to allow them to organise within the college. Your details will be provided unless you notify us, in writing, that you do not wish your name to be provided.

### **35. Termination of Employment**

35.1 After the successful completion of any probationary period, the Corporation may terminate your employment by giving you in writing whichever is the greater of:

(a) 3 months' notice

(b) one weeks' notice for each year of service, up to a maximum of twelve weeks' notice.

35.2 You may terminate your employment at any time by giving the Corporation 3 months' notice in writing

35.3 The Corporation may terminate your employment without notice or without compensation in lieu of notice if you are found guilty of gross misconduct.

35.4 During any period of notice of termination (whether given by you or the Corporation), the Corporation shall be under no obligation to assign any duties to you and shall be entitled to exclude you from its premises ("garden leave"), although this will not affect your right to receive your normal salary and other contractual benefits. If you are required to take "garden leave" during the notice period, Clause 21 shall continue to apply.

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### **36. Return of Corporation Property**

- 36.1 Upon the termination of your employment (for whatever reason) you hereby agree to return to the Corporation all [documents, student work, IT equipment, books, office equipment, keys, security passes, credit cards, college car – *delete/amend as appropriate*] and any other property belonging to the Corporation. This includes all documents and information whether stored electronically or as hard copy.
- 36.2 All Corporation property must be returned no later than your last date of employment with the Corporation. You are also required to return to the Corporation any college property that may come into your possession after your employment ends.
- 36.3 It is your responsibility to return Corporation property. With reference to Clause 14, (Deductions) you hereby agree that any failure to return such property will entitle the Corporation to withhold the whole or any part of any wages due to you from the Corporation up to the second hand replacement cost of the non-returned property. The Corporation reserves the right to issue legal proceedings against you in the event that it is unable to recover, by way of a withholding of salary a sum representing up to the second hand replacement cost of the property which is unreturned.

### **37. Collective Agreements**

National collective agreements which are currently in existence (as set out in Appendix 1) are expressly incorporated into this contract. These agreements may be varied from time to time following negotiations with the recognised trade unions through the Wales Negotiations Committee Further Education (WNCFE).

### **38. Prior and subsequent agreements**

- 38.1 This Contract of Employment and Collective Agreements listed in Appendix 1 are in substitution for any previous letters of appointment or contracts of employment.
- 38.2 Any changes in the terms and conditions of employment applicable to staff appointed by the Corporation on the terms and conditions set out herein, which may be agreed after the date of this Contract between the Corporation and any trade unions recognised by the Corporation in respect of such staff, shall be incorporated automatically into your Contract of Employment.
- 38.3 Any future national collective agreements reached after the date of this contract through the WNCFE will be expressly incorporated into this contract in accordance with the procedures set out in the National Recognition Agreement.

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### **39. Interpretation**

In this contract "Subsidiary" means any company, association, society or other entity directly or indirectly controlled by the College, for which purpose 'control' means either ownership of more than 50% of the voting share capital (or equivalent right of ownership) of such company, association, society or other entity or power to direct its policies and management whether by contract, statute or otherwise.

### **40. Applicable Law**

English and Welsh law shall apply to this Contract and the parties to this Contract submit to the jurisdiction of the courts of England and Wales.

### **41. Reporting cases of misconduct or professional incompetence**

41.1 It is a statutory requirement for the Corporation to refer information to the Disclosure and Barring Service when an employee has been removed from regulated activity because the Corporation believes s/he has engaged in relevant conduct, or posed a risk of harm to children or vulnerable adults, or when an employee leaves their post in circumstances where they would or might otherwise have been removed because they harmed, or posed a risk of harm to a child or vulnerable adult.

41.2 In accordance with the Education (Supply of Information) (Wales) Regulations 2009 the Corporation will report to the General Teaching Council for Wales (or any successor body formed to monitor professional standards within the FE Sector), cases of misconduct, professional incompetence or conviction of a relevant offence of a registered teacher or member of staff, which results in the Corporation ceasing to engage the services of the person.

### **42. Education Workforce Council (EWC)**

You are required to be registered by the EWC. You are therefore subject to the rules and regulations of this body.

### **43. Post Termination Restrictions**

Either :

There are no Post Termination Restrictions for this post.

OR

The Post Termination Restrictions are set out in Appendix 2.

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**Declaration**

I hereby confirm my agreement to the terms and conditions set out above.

Signed : ..... Date .....

(Name of Employee)

Signed : ..... Date .....

(For and on behalf of the Corporation)



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## **Appendix 1 – Collective Agreements**

1. Pay Wales Agreement Year 3 (2005/6)

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## Appendix 2

### 1 Post-termination Restrictions

1.1 For the purposes of Clause 1.2 below, the following words shall have the following meanings:

(a) “Client” shall mean any person, corporation, company or other organisation to whom or which the Corporation supplied services during the twelve months preceding the Termination Date and with whom or which, during such period, you had personal dealings in the course of your employment but shall exclude any such person who was enrolled as a student on a publicly funded course with the Corporation and any such organisation which distributes public funds for education and training purposes;

(b) “Restricted Services” shall mean any services which are the same as or similar to any services supplied by the Corporation with which your duties were concerned or for which you were responsible during the twelve months immediately preceding the Termination Date;

(c) “Termination Date” shall mean the date of termination of your employment.

1.2 You hereby undertake that you will not during a period of twelve months immediately following the Termination Date without the prior written consent of the Corporation whether by yourself, through your employees or agents or otherwise howsoever and whether on your own behalf or on behalf of any other person, corporation, company or other organisation, directly or indirectly:

(a) solicit business from or canvass any Client if such solicitation or canvassing is in respect of Restricted Services;

(b) supply Restricted Services to any Client;

(c) solicit or induce or endeavour to solicit or induce any person who is on the Termination Date employed by the Corporation in a managerial capacity or as a member of its academic staff to cease working for or providing services to the Corporation, whether or not any such person would thereby commit a breach of contract;

(d) employ or otherwise engage in the supply of Restricted Services to any Client any person who is on the Termination Date, or was during the twelve months preceding the Termination Date, employed by the Corporation in a managerial capacity or as a member of its academic staff.

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- 1.3 Clause 1.2 shall also apply as though there were substituted for references to “the Corporation”, references to each Subsidiary in relation to which you provide services in the course of your duties of the Corporation but so that references in Clause 1.1 to “the Corporation” shall for this purpose be deemed to be replaced by references to the relevant Subsidiary.