

Contract of Employment

The information contained in this document constitutes a written statement for the terms of your employment in accordance with the requirements of the Employment Rights Act 1996.

The terms and conditions which are set out below fulfil our obligations under the requirements of the Principal Statement (i.e. the particulars of your contract of employment).

The parties to this contract:

Faber Restaurants Ltd and associated companies
147a High St
Waltham Cross
Herts
EN7 8AP

And [insert below name & address]

Job Title:

Reporting to: The onsite General Manager

Commencement of Employment

Your employment will commence on: [insert start date]

No previous employment is deemed as continuous service with this Company.

Probationary Period

The first 3 months of your employment will be a probationary period and your employment may be terminated by either party during this period at any time on 1 weeks notice. Your performance and suitability for continued employment will be monitored during this period. The Company may, at its discretion, extend the probationary period for up to a further 3 months and if the Company fail to notify you in writing that you have successfully completed your probationary period, it will be treated as having been so extended.

Duties

Your job title is only intended to give a general indication of your duties and you may be required to carry out such additional or alternative duties as may from time to time be reasonably required of you.

You will devote your full time, attention and abilities to your duties during your working hours, will at all times comply with the Company's reasonable instructions and abide by all the Company's rules, regulations, policies and procedures from time to time in force, including those contained in the Staff Handbook.

The General Manager must be made aware of any other work commitments prior to commencing work with Barhub Ltd. If the line of work is in conflict with potential rotad hours of Barhub Ltd your position of employment must be reviewed. Under agreement of your line manager you must record all hours associated to other employment in the annual leave diary with one months prior notice.

You may not without prior written consent from the Company engage in any business or employment which is similar to or competitive with the business of the Company, or which would be considered to impair your ability to act at all times in the best interests of the Company, outside of work for the Company. If you do engage in any other employment you must notify the Company in writing of hours worked elsewhere to enable the Company to comply with statutory obligations.

Location

You are required to work at such places of employment within Yummy Pub Ltd as required.

You are not expected to work outside the UK.

Hours

Your hours of work are to be agreed with your Line Manager. You will be required to be flexible as the hours agreed may be subject to change depending on business needs.

You will entitled to at least a 20 minute break after 6 hours. If you are under 18 you are entitled to a 30 minute break after 6 hours. The shift manager will confirm your break time with you on your shift.

Where 'F' is indicated on the rota, the finish time will be when the shift manager deems the activities of the business to cease.

You are required to clock in and out of each shift using your staff ID card at the beginning and end of each shift. Failure to do so may result in non-payment for shifts.

You acknowledge that you may be required to work in excess of the weekly working limit of an average of 48 hours as detailed in the Working Time Regulations 1998. You agree to opt out of the limit so it therefore not applicable. You may opt back into the application of the weekly working time limit by giving the Company three months prior notice in writing.

Remuneration

You will be paid an hourly rate at the current NMW for both agreed working hours and overtime. Any changes to your hourly rate will be communicated to you in writing from your Line Director.

Your hourly rate will normally be reviewed in July each year, however there is no obligation to award an increase at any time.

Progression through paypoints will be dependant on your completion of the competencies and assessments outlined in the Company training programme and with a review from your manager.

You will be paid on the last Friday of each month, unless this falls on a bank holiday, in which event it will be paid on the last preceding working day. Payments will be made by credit transfer into your bank account. The Company accepts no liability for late transfers due to banking errors or administration delays.

The Company is entitled to deduct from your salary, or other payments due to you, any money which you may owe to the Company at any time, including (but not limited to) any overpayments, advances, loans and overtaken holiday.

If you lose company property issued to you, including but not limited to uniform and staff ID card, the Company reserves the right to deduct the cost of the replacement(s) from your salary.

The Company reserves the right to make deductions from your salary if you fail to close any drink or food tabs you have not paid for.

Expenses

Any additional bespoke work done outside of the normal activities of the business must be agreed in writing and signed by the general manager prior to work commencing. The document must include any additional costs or methods of payment associated to completion of the task.

Annual leave

The annual leave year is from 1st January to 31st December and your entitlement is 12.07% of hours worked hours for irregular pattern workers (28 days pro rata for Salary workers). Bank and Public holidays are treated as normal trading days and it is a condition of your employment that you work on these days when required to do so .

Employees leaving the business are not entitled to pay in lieu of any untaken leave. Instead it is expected that employees will take any outstanding leave during their period of notice. Only in exceptional circumstances, where a manager is unable to agree that outstanding leave can be taken during the notice period, a payment in lieu may be paid.

Where an employee fails to work their full contractual notice period, unused annual leave will not be paid, apart from any payment required to meet the statutory minimum holiday requirements.

Applications for Annual leave must be completed through your general manager and confirmed and signed in the Annual Leave allocation Diary and at the discretion of the general manager at least four weeks prior to commencement.

Any annual leave not used during the annual leave year will be lost.

Staff are also expected to work hours deemed as unsocialable and outside normal working patterns at no additional costs unless stated by your line manager in writing prior to the shift.

Sickness absence

If you are absent from work due to illness or injury, you should notify your line manager immediately and 4 hours prior to your shift commencing as a minimum period of notice. Providing this procedure is followed Yummy Pub Ltd will comply with Government legislation regarding sick pay.

Upon return to work, you must complete a self certification absence form which your Line Manager is required to sign.

You must provide a medical certificate for any period of incapacity due to illness or injury of more than seven days.

Provided you comply with the notification and certification procedures above Yummy Pub Ltd will comply with Government legislation regarding sick pay.

You agree to consent to a medical examination at any time (at the Company's expense) by a doctor appointed by the Company, should the Company so require and you will supply that doctor with copies of your medical records. You also consent to the results of such examination being disclosed to the Company and the Company discussing such results with the relevant doctor. Alternatively, you may be asked to obtain a medical report from your GP or another person responsible for your clinical care and to provide this to the Company.

Pension scheme

In line with the Company's statutory obligations, you will automatically be enrolled into the Government NEST Pension Scheme, or such other scheme as may be implemented from time to time, subject to you satisfying certain eligibility criteria. Details of the Pension Scheme and eligibility will be sent to you in due course from NEST.

If you do not wish to join the Pension Scheme, you may opt out. For detail about opting out, please refer to correspondence from NEST. You should be aware that the Company is obliged to automatically re-enrol into the Pension Scheme all employees who are eligible, but not members, on a regular basis (usually every three years).

Your participation in the Pension Scheme is subject to the rules of the Pension Scheme from time to time in force, and to any applicable legal or regulatory requirements. There is no contracting-out certification in force in respect of your employment in relation to the Second State Pension.

Other Benefits

If any other benefits arise during the period of employment all staff will be notified

The Company reserves the right to discontinue, vary or amend benefits, or change the providers at any time and is under no obligation to provide or continue to provide these benefits if they are not available for you or available to the Company at a cost the Company considers reasonable.

Development

Yummy Pub Ltd encourages and supports staff to take responsibility for their development and will seek to provide appropriate learning and development opportunities where possible.

Staff are expected to attend compulsory training sessions to ensure full compliance with Health & Safety regulations hygiene standards and service/job standards.

The Company reserves the right to claw back any costs incurred for training courses in the event of you leaving the Company within 12 months of a training course.

Further details are in the Staff Handbook.

1-2-1 Annual personal development reviews will be carried out after successful completion of your probationary period. These sessions will be used to identify personal Strengths and Weaknesses and areas of development for yourself within the job role.

Disciplinary, Appeals and Grievance Procedures

The Company Disciplinary, Appeals and Grievance Procedures are detailed in the Staff Handbook. The procedures do not form part of your contract of employment.

Confidential Information

During your employment and after it comes to an end (whatever the reason and circumstances of any termination and without limit in time) you agree not to use for your own benefit or another's benefit or disclose to any third party any confidential information (as defined below) other than in the proper performance of your duties or where you are required by law or properly authorised by the Company to disclose such information or (after termination) where such information is in the public domain other than through your default.

Confidential Information includes any trade or business secrets or any other information of a confidential nature, including (without limitation) matters of a business nature such as process, costs, markets, details of clients, sales, profits, research projects, client projects and plans for future development, all technical matters, access codes, know-how, computer programs (including documentation of such programmes, designs, information relating to intellectual property and information which has been given to the Company in confidence by clients and other persons.

The restriction above does not apply to information which you disclose pursuant to and in accordance with the Public Interest Disclosure Act 1998, which can be found in the Staff Handbook.

Termination of Employment

After successful completion of your probationary period, your employment with the Company may be terminated by either party giving the other not less than 4 week prior written notice.

Notice from the employer may be longer as required by the Employment Rights Act 1996.

The Company may, at its absolute discretion, terminate your employment with immediate effect by giving you notice that it is exercising its right to do so under this clause and that it will make you a payment in lieu of notice equivalent to your salary for your notice period.

Notwithstanding the above, the Company may terminate your employment with immediate effect without notice and without payment in lieu of notice if you commit an act of gross misconduct or if you are in serious breach of your obligations as an employee (whether under this agreement or otherwise). If the Company would have been entitled to so terminate your employment without notice, it will be entitled to recover from you any payment in lieu of notice already made.

Failure to give the Company the minimum notice period in writing constitutes a breach in contract. The Company is entitled to make a reasonable deduction from your final salary to cover administrative costs which arise from this breach. Your final salary will also be paid by cheque which you are required to collect from a Yummy Pubs Ltd Director.

Post-termination Restrictions

Following the termination of your employment, you shall not:

1. Use or disclose any Confidential Information so long as the information remains confidential.
2. For a period of 6 months solicit (or deal) with any person, firm or organisation who was, during your period of employment, a customer or supplier of the Company provided that this restriction shall only apply to customers or suppliers with whom you had direct dealings or direct management responsibilities during your employment.

3. For a period of 6 months endeavour to entice away from the Company any employee who was employed by the Company at the time of termination of your employment.

Return of Company Property

On termination of your employment for whatever reason, or at any time during your employment at the Company's request, you must return to the Company all of the Company's property that may be in your possession or under your control and all documents (whether in hard copy, electronic or any other form) obtained by you in the course of your employment and all copies of such documents.

Data Protection

By accepting this contract you expressly give Yummy Pub Ltd permission to collect, retain and process information about you. This may include non sensitive information such as your name, address, age, and sex and sensitive information such as ethnic origin, trade union membership, health, religious belief and criminal convictions. We will only collect, retain and process information where it is necessary -

- (i) for us to do so as an employer for the purposes of complying with employment law, codes of practice and established procedures; or
- (ii) for us to do so in order for us to comply with our statutory obligations, contractual obligations and the terms of this contract; or
- (iii) for us to do so in order to monitor sickness or performance; or
- (iv) for us to do so for the purposes of the administration and future planning of the County Council; or
- (v) for us to do so for monitoring purposes to ensure our compliance with best practice in terms of equal opportunities, non discrimination and the prevention and detection of fraud; and
- (vi) where it is needed in order to allow us to co-operate with bodies charged with the prevention and detection of crime.

Information relevant to these purposes may be passed, where appropriate, to organisations such as our external auditors, outside contractors, local or central government, organisations charged with the prevention and detection of crime and staff associations.

The collection, retention and processing of information outlined above will only take place to the extent allowed by and in accordance with the Data Protection Act 1998 and related legislation.

Employees may have access to their personnel files, but reasonable notice must be given to a Yummy Pub Ltd Director.

Email and Internet

Telephone calls made by and received by you using the Company's equipment, use of the e-mail system to send or receive business or personal correspondence and use of the internet may be monitored and/or recorded by the Company. You acknowledge that the content of any communications using the Company's systems or anything stored on such systems will not be private and confidential to you but will belong to the Company and that such systems should be used for business purposes only.

Employees may not use company internet access for private use during work hours. If internet access is used in an unethical way it will lead to instant dismissal.

Health and Safety

Employees are reminded that they have a statutory duty to observe all health and safety rules and take all reasonable care to promote the health and safety at work of themselves and their fellow employees. Wilful breaches of health and safety will be dealt with through the disciplinary procedure.

Collective Agreements

The collective agreements with recognised trade unions, which directly affect your terms and conditions of employment are:

- * disciplinary and grievance
- * trade union membership and facilities
- * harassment.

Cash Declarations

No member of staff should carry more than £5 on their person or within personal belongings at work. A cash declaration must be made at the beginning of every shift on relevant paperwork. The on duty General Manager must be made aware of any additional monies being carried by staff.

Code of conduct

The Code of Conduct for Employees applies to all employees of Yummy Pubs Ltd. At all times it is expected that employees will act in a socially acceptable way and respect the wishes of those around them.

Amendments

The Company may make reasonable changes to your terms of employment from time to time. You will be given reasonable notice in writing of any changes.

Condition of the Employment Offer

This employment is subject to the following conditions being satisfied:

1. References which we believe to be satisfactory being received within your probationary period.
2. Completion of the online employee details form to our satisfaction. Without this information we will be unable to add you to our payroll.
3. If you have not already done so, on your first day you must bring with you an original document showing that you are entitled to live and work in the UK. This may include:
 - a. A valid European or British Passport,
 - b. Certificate of Naturalisation as a British Citizen or Nation Identity Card,
 - c. A valid Work Permit together with a suitably endorsed passport.

You will not be able to commence employment with the Company until an acceptable original document has been provided.

ACCEPTANCE

Other Terms and Conditions of Employment are in accordance with notifications laid out on the staff notice board and employee memorandums copies of which is available from your Personnel representative. All other relevant terms are outlined in this statement or in the documents attached to this statement.

I hereby accept the offer of employment on the terms and conditions set out in this Contract of Employment (including the permission to serve statement & GDPR policy) and the Staff Handbook. I confirm that I have read and understood both of these documents and by accepting this offer of employment I agree to be bound by the terms set out in them.

Will you please confirm your acceptance of this appointment by signing and returning the attached copy of this contract to: Yummy Pubs Ltd, Regional Head Office, 1st Floor Farndon, Business Centre, Barking House, Farndon Road, Market Harborough, LE16 9NP

Signed

Director



I accept the terms and conditions of my employment with Yummy Pubs Ltd as set out in this document.

Signed Date

Employee Name

[Further documentation below]

PERMISSION TO SERVE ALCOHOL

Training Record Form for a Server of Alcohol (PERMISSION OF SALE)

- Licensing Act 2003
- Gambling Act 2005
- Health Act 2006

There are strict laws and company rules concerning the sale of alcohol. This form is designed to ensure that you understand your responsibilities. You must therefore sign this form before you are allowed to serve alcohol.

Breaking the law can result in heavy fines and the loss of our licence. At the very least, in the event of the authorities discovering that you have served alcohol to someone under the age of 18 or someone who is drunk, you could be issued with an £80 fixed penalty notice which would be your personal responsibility to pay. A conviction for any of the matters listed below not only leaves you with a criminal record but may also prevent you from becoming a personal licence holder in the future. In addition, if you do not comply with these rules disciplinary action may be taken against you which could result in the loss of your job.

It is essential that if you do not understand any of these instructions or require further information that you discuss the matter with your Manager.

- 1) Do not sell alcohol to anybody who is under 18. If you are in any doubt about their age simply do not sell alcohol to them. The only acceptable forms of identification are an international passport, a UK photo card driving licence
- 2) Do not sell alcohol to anybody who you suspect is drunk. In addition, you should not sell to anyone whom you believe to be purchasing on behalf of an individual who is drunk or appears to be drunk. If you suspect that someone is drunk then inform the Manager immediately.
- 3) Do not serve alcohol outside the hours listed on your premises licence. You must also make sure that drinking up is completed within 30 minutes.
- 4) You must be aware of any conditions which are attached to the licence for your premises and abide by them.
- 5) Always ensure that you serve a correct measure. It is an offence to give an under measure.
- 6) It is forbidden and against the law to smoke anywhere within the premises.
- 7) From 1st September 2007, it will be against the law for people under the age of 18 to play on

gaming machines and their use must therefore be supervised;

8) From 1st October 2007, it will be against the law for people under the age of 18 to purchase cigarettes; if a customer looks under 21 you must ask for identification.

9) Hand wash basins must be only used for hand washing and should always contain soap, hot

These requirements must be observed at all times. Both you and the company can be prosecuted if they are not adhered to and if you are found guilty of an offence you may receive a criminal conviction and/ or a fine.

PRIVACY NOTICE FOR EMPLOYEES AND CONTRACTORS

Data controller: Yummy Pubs Ltd & Faber Restaurants Ltd
147a High St
Waltham Cross
Herts
EN7 8AP

1. Introduction

Yummy Pubs Ltd is a “data controller”. This means that we are responsible for deciding how we hold and use personal information about you.

Yummy Pubs Ltd “The Company” collects, stores and processes personal data relating to its employees in order to manage the employment relationship. This privacy notice sets down how the Company collects and uses personal information about you during and after your working relationship with us.

This privacy notice applies to current and former employees, workers and contractors. This notice does not form part of a contract of employment or any contract to provide services and may be updated at any time.

The Company is committed to protecting the privacy and security of your personal information. The Company is committed to being clear and transparent about how it collects and uses that data and to meeting its data protection obligations.

2. Data Protection Principles

The Company will comply with data protection law. This means that the personal information we hold about you must be:

- Used lawfully, fairly and in a transparent way;
- Collected only for valid purposes that we have explained to you clearly and not used in any way that is incompatible with these purposes;
- Relevant to the purposes we have told you about and limited to those purposes only;
- Accurate and kept up to date;
- Kept only for such time as is necessary for the purposes we have told you about; and
- Kept securely.

3. What Information Does The Company Collect And Process?

The Company collects and processes a range of personal information (personal data) about you. Personal data means any information about an individual from which the person can be identified. This includes:

- [Personal contact details, such as your name, title, address and contact details, including email address and telephone number;
- date of birth;
- gender;
- the terms and conditions of your employment;
- details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the Company;
- information about your remuneration, including entitlement to benefits such as pensions;
- details of your bank account, tax status and national insurance number;
- information about your marital status, next of kin, dependants and emergency contacts;
- information about your nationality and entitlement to work in the UK;
- copy of driving licence;
- details of periods of leave taken by you, including holiday, sickness absence, family leave [and sabbaticals], and the reasons for the leave;
- details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;
- assessments of your performance, including appraisals, training you have participated in, performance improvement plans and related correspondence;
- CCTV footage and other information obtained through electronic means e.g. swipe card records.

We may also collect, store and use the following special categories of more sensitive personal information:

- information about medical or health conditions, including whether or not you have a disability for which the Company needs to make reasonable adjustments;
- details of trade union membership;
- information about your criminal record; and
- equal opportunities monitoring information, including information about your ethnic origin, sexual orientation, health and religion or belief].

The Company collects this information in a variety of ways. For example, data is collected through the application and recruitment process and during work-related activities throughout the period of working for us.

(In some cases, the Company collects personal data about you from third parties, such as references supplied by former employers, information from employment background check providers, information from credit reference agencies and information from criminal records checks permitted by law.

Data is stored in a range of different places, including in your personnel file, in the Company's HR systems and in other IT systems (including the Company's email system).

4. Why Does The Company Process Personal Data?

The Company needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract.

In addition, the Company needs to process data to ensure that we are complying with our legal obligations, for example, we are required to check an employee's entitlement to work in the UK, [For certain positions, it is necessary to carry out criminal records checks to ensure that individuals are permitted to undertake a particular role.]

In other cases, the Company has a legitimate interest in processing personal data before, during and after the end of the employment relationship.

5. Situations In Which We Will Use Your Personal Information

Situations in which we will process your personal information are listed below:

In order to:

- make decisions about recruitment and promotion processes;
- maintain accurate and up-to-date employment records and contact details (including details of whom to contact in the event of an emergency), and records of employee contractual and statutory rights;
- check you are legally entitled to work in the UK;
- gather evidence for, and keep a record of, disciplinary and grievance processes, to ensure acceptable conduct within the workplace;
- pay you and, in the case of employees, make deductions for tax and National Insurance;
- make decisions about salary reviews and compensation;
- operate and keep a record of employee performance and related processes;
- keep records of training and development requirements;
- operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled;
- ascertain your fitness to work;
- operate and keep a record of other types of leave (such as maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the organisation complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled;
- ensure effective general HR and business administration;
- provide references on request for current or former employees;
- deal with legal disputes involving you or other employees, workers and contractors; and
- facilitate equal opportunities monitoring in the workplace.

6. If You fail to Provide Personal Information

If you do not provide certain information when requested, the Company may not be able to perform the contract we have entered into with you, such as paying you or providing a benefit. You may also have to provide the Company with data in order to exercise statutory rights, for example in relation to statutory leave entitlements.

7. Change of Purpose

The Company will only use your personal information for the purpose for which it was collected unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will advise you of this and explain the legal basis which allows us to do so.

You should be aware that we may process your personal information without your knowledge or consent where this is required or permitted by law.

8. **How We Use Sensitive Personal Information**

Some special categories of personal data, such as information about health or medical conditions, is processed to carry out employment law obligations (for example, in relation to employees with disabilities and for health and safety purposes).

The Company uses other special categories of personal data, such as information about ethnic origin, sexual orientation, health or religion or philosophical belief, this is done for the purposes of meaningful equal opportunities monitoring or reporting.

[Data used by the Company for these purposes is anonymised or is collected with the express consent of employees, which can be withdrawn at any time. Employees are entirely free to decide whether or not to provide such data and there are no consequences of failing to do so.]

9. **Information About Criminal Convictions**

We envisage we will hold information about criminal convictions.

[We will only collect information about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so. We will use information about criminal convictions for the following legal framework reasons:

- the prevention of crime and disorder.
- public safety.
- the prevention of public nuisance.
- the protection of children from harm

10. **Automated Decision-Making**

Our employment decisions are not based solely on automated decision-making.

11. **For How Long Do You Keep Data?**

The Company will only hold your personal data for as long as is necessary to fulfil the purposes we collected it for, including any legal, accounting or reporting requirements. The periods for which your data is held after the end of employment are 3 years for employee/employer reference, 7 years for HMRC and payroll and indefinitely for statutory qualifications.

12. **Who Has Access to Data?**

Your information will be shared internally, including with Senior managers, accountancy & line management.

The Company shares your data with third parties where required by law, where it is necessary in order to administer the working relationship with you or where we have another legitimate interest in doing so. The following services are carried out by third party service providers: Payroll, Training & Legal. The Company may also share your data with other third parties, for example, in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements.

OR

[Your data may be transferred to countries outside the European Economic Area (EEA) in order for 3rd parties to carry out services for the business . Data is transferred outside the

EEA on the basis that it is to complete tasks directly associated to the individual and The Company.

13. **How Does The Company Protect Data?**

The Company takes the security of your data seriously. The Company has internal policies and controls in place to prevent your data being lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

When the Company engages third parties to process personal data on its behalf, they do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

14. **Your Duty to Inform Us of Changes**

It is important that the personal information we hold about you is accurate and current. Please be sure to keep us informed if your personal information changes during your time working with us.

15. **Your Rights**

As a data subject, you have a number of rights. You can:

- access and obtain a copy of your data on request (known as a “data subject access request”);
- require the Company to change incorrect or incomplete data;
- request erasure of your personal information. This enables you to ask the Company to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing;
- object to the processing of your data where the Company is relying on its legitimate interests as the legal ground for processing; and
- ask the Company to suspend the processing of your personal data for a period of time if data is inaccurate or there is a dispute about its accuracy or the reason for processing it.

[If you would like to exercise any of these rights, or you have any questions about the privacy notice, please contact: privacy@yummycollection.co.uk

If you believe that the Company has not complied with your data protection rights, you have the right to make a complaint to the Information Commissioner’s Office.

I acknowledge receipt of the Privacy Notice for employees and contractors and confirm that I have read and understood it.