

**NAME OF PREMISES: LEBANEAT WRAP HOUSE, FIRST FLOOR, 69 CLAYPATH,
DURHAM**

1. Residence Permit R for M A W A issued on 16 August 2018.
2. Letter from Home Office addressed to Mr M A W Al dated 5 July 2018 re: Mr M A W A
3. Letter from Home Office addressed to M A W A dated 25 July 2018.
4. Letter from Home Office addressed to Mr M A W A dated 14 August 2018.
5. French Passport of S A S
6. Email from Sarah Robinson dated 3 August 2018.
7. Confirmation from Durham County Council dated 3 August 2018 re: Application confirmation for Premises licence.
8. Highfield Qualifications for Ahmed Mohamed Hussein Sayed dated 28 September 2018 relating to Highfield Level 2 Award for Personal Licence Holders (RQF).
9. Retainer Agreement dated 15 November 2018 and made between Greystone Legal (1) and Sayed Trading Limited (2).
10. Staff Handbook.
11. Statement of Terms of Employment (Salaried).
12. Statement of Terms of Employment (Hourly).
13. Letter from Ribchesters dated 23 January 2019 re: Transfer of Employments for Staff.
14. Basic Disclosure for Ahmed Mohamed Hussein Sayed dated 2 October 2018.
15. Staff Training Alcohol sales.
16. Bailey Licensing documents.
17. Wrap House Licensing documents.
18. Invoice from E L S dated 19 September 2018.
19. Personal Licence of Ahmed Mohamed Hussein Sayed Ref: DCC/PER/C/1800.
20. Email from J G dated 24 October 2018.
21. Email from J G dated 22 November 2018.

22. Email from J G dated 16 January 2019.
23. Email from Yvonne Raine dated 12 December 2018.
24. Email from Yvonne Raine received on 17 December 2018.
25. Highfield Qualifications for O -M C dated 31 July 2018 relating to Highfield Level 2 Award for Personal Licence Holders (RQF).
26. Working Time Opt-Out.
27. Fire Safety Training.
28. HM Revenue & Customs Starter Checklist.
29. Home Office Right to Work Checklist.
30. Health and Safety Training.
31. List of Front House Staff.
32. New Employees Manager's Checklist.
33. New Employee Checklist.



RESIDENCE PERMIT

R [REDACTED]



NAME
A [REDACTED]
M [REDACTED] A [REDACTED] W [REDACTED]

VALID UNTIL
12-08-2023

PLACE AND DATE OF ISSUE
UK 16-08-2018

TYPE OF PERMIT
REFUGEE
LEAVE TO REMAIN

REMARKS
WORK PERMITTED



HOLDER'S SIGNATURE



Home Office

Next Generation Casework Asylum
Dept 139
The Capital
New Hall Place
Liverpool
L3 9PP

Tel
Fax
Email

Web www.gov.uk/uk-visas-immigration

Mr M. A. W. A

Our Ref A

Case ID

Date 05 July 2018

Dear Mr A

Re: Mr M. A. W. A

You are required to send **four passport sized photographs** of yourself to the address stated above with your name, date of birth, nationality and Home Office reference number written on the back.

We need you to send these photographs to the above address within 5 working days.

Should you require any assistance in this matter, please contact on the above numbers.

Yours sincerely,

NGC 1m8 - Sandan Dock (Asylum)
On behalf of the Secretary of State

Encs:

The Data Protection Act 2018 governs how we use personal data. For details of how we will use your personal information and who we may share it with please see our Privacy Notice for the Border, Immigration and Citizenship system at <https://www.gov.uk/government/publications/personal-information-use-in-borders-immigration-and-citizenship>. This also explains your key rights under



Home Office

Next Generation Casework Asylum

Dept 139

The Capital

New Hall Place

Liverpool

L3 9PP

Tel

Email

M A W A

Our Ref

NASS Ref NASS Ref

Your Ref Your Ref

Date 25 July 2018

Dear Mr A

We have arranged an interview for you to discuss your claim for asylum, eligibility for Humanitarian Protection and human rights claim in the United Kingdom.

Please attend for interview

at **13:15PM**

on **Tuesday 7th August 2018**

plac **VFS Global (Indian Visa and Consular Application Centre), 1 Rennie's
e Isle, Leith, Edinburgh, EH6 6QT**

We will provide you with an Arabic translator. You should bring any documents or other evidence which you want to submit. Any foreign language documents must be accompanied by English translations.

You are expected to arrive promptly for your interview, which will be conducted via video conferencing. However, if you have any issues which prevent a prompt arrival please call () These numbers relate to your interview ONLY.

Please do not use these numbers for any purpose other than to discuss your arrival at interview, should you be delayed or prevented from attending.

Furthermore any correspondence you wish to submit, in relation to your asylum claim, prior or after your interview must be sent to the ABOVE EMAIL ADDRESS.

Please do NOT post it to the VFS Hub where you attend your interview as it will NOT be viewed and considered by a caseworker.

If you are prevented from attending the interview, you must contact us as soon as possible leaving a contact telephone number. Your interview will only be re-arranged if there is good reason for non-attendance (for example, illness or severe transport disruption). If you are too ill to attend, a certificate from your doctor must be provided within five working days from the date of your interview.

If for any reason you do not attend this interview and you have not told us before the interview or provided an explanation immediately afterwards, your asylum claim may be treated as withdrawn in accordance with paragraph 333C of the Immigration Rules.

Confidentiality



Home Office

Next Generation Casework Asylum
 Dept 139
 The Capital
 New Hall Place
 Liverpool
 L3 9PP

Tel

Web www.gov.uk/uk-visas-immigration

Our Ref

Your Ref Your Ref

Date 14 August 2018

Mr M. A. W. A

Dear

Re: Mr M A W A -
 Male

Claimed asylum: 20 March 2018

DETERMINATION OF ASYLUM CLAIM

You have been granted asylum in the United Kingdom. Your claim was decided on 13th August 2018

Your grant of Asylum

You have been granted asylum for five years. Your leave ends on 12th August 2023

You must make an application for further leave before your leave ends. You can apply for further leave one month before your leave expires. Details of how to do this can be found on the Home Office website at <https://www.gov.uk/visas-immigration>.

Biometric Residence Permit

Your Biometric Residence Permit card is to follow shortly with this paperwork. This is your evidence that you have permission to stay in the United Kingdom.

If there are any errors on your Biometric Residence Permit or your details have changed, you must contact the Home Office within the next 10 days. If you do not tell the Home Office we may not be able to amend your card or you may have to pay for any changes.

National Insurance Number

During your asylum interview you applied for a National Insurance Number. Your application has been passed to the Department for Work and Pensions. If your application is successful your National Insurance number will be sent to you shortly.

Department of Work and Pensions Leaflet

This leaflet explains how the Department of Work and Pensions can help you to find work and claim benefits.

Integration Loan application form and guidance

The Integration Loan form can be used to apply for a loan to help you build your life in the United Kingdom. This should be spent on items and activities that will help you

Page réservée aux autorités compétentes pour délivrer le passeport
 Página reservada a las autoridades competentes para expedir el pasaporte / Forbeholdt de pasudstedende myndigheder / Amtliche Vermerke
 Tipopääkirja yhä tässä ajassa ei ole annettu myyjä
 Lehtimääritys on annettu myyjä
 Pagina riservata all'autorità
 Comertlungen von bevoegde autoriteiten
 página reservada a entidades competentes para emitir o pasaporte / Varattu passinantovaltuutetuille
 Forbeholdt af kompetente myndigheder

Ce passeport contient un composant électronique. Il convient d'en prendre soin, et en particulier de ne pas le piler, le perforer, l'exposer à des températures extrêmes ou à une humidité excessive.

This passport contains an electronic component. For this performance, please do not bend, perforate or expose to extreme temperatures or excess moisture.



Signature du titulaire *Signature*

RÉPUBLIQUE FRANÇAISE

PASSEPORT
PASSPORT

Passport n° *23456789*

Type / type P Code du pays / Country code FRA

Nom / Surname (1) A S

Prénoms / Given name (2) S

Nationalité / Nationality (3) M

Date de naissance / Date of birth (4)

Date d'émission / Date of issue (7) 23 10 2012

Autorité émettrice (8) PRÉFECTURE DE PARIS

Date d'expiration / Date of expiry (6) 22 10 2022



Subject: Fwd: "First Floor", 69 Claypath, , Durham City

From:

Date: 03/08/2018, 16:21

To: Lebaneat Manager < >

We apologise for the inconvenience, but in order for your booking to be confirmed you have to e-mail bookings@lebaneat.co.uk. Thank you.

Begin forwarded message:

From: "Sarah Robinson - < >
Date: 3 August 2018 at 15:28:23 BST
To:
Subject: "First Floor", 69 Claypath, , Durham City

Mr Sayed,

Further to our telephone conversation earlier, I just need to confirm to you that the Licence for "First Floor", 69 Claypath, , Durham City, has been suspended due to non payment of fees. You are therefore not licenced to supply alcohol at all and hot food after 11pm.

In addition to this, it is necessary for you to transfer the Premises Licence and vary the Designated Premises Supervisor.

I have attached some guidance below on how to do this.

1. Payment of Annual Fees

Telephone General Licencing Administration - 03000 261016

2. Application to transfer premises licence using the link below

<https://www.gov.uk/apply-for-a-licence/premises-licence/county-durham/change-3>

3. Application to vary a premises licence to specify an individual as designated premises supervisor

<https://www.gov.uk/apply-for-a-licence/premises-licence/county-durham/change-2>

The Conditions on the licence are very specific which could mean that they no longer meet the needs of your establishment, I would urge you to familiarise yourself with the Licence and the conditions to negate any possible breach of your responsibilities.

Please do not hesitate to contact me if you require any further information.

Many thanks

Sarah Robinson
Licensing Enforcement Officer
Adult and Health Services

T:
M:
E:

Follow us on Twitter [@durhamcouncil](#)
Like us at [facebook.com/durhamcouncil](https://www.facebook.com/durhamcouncil)

Customer Notice

We have recently updated our terms and conditions for all our services, including making some important updates to our privacy notices. To find out more about how we collect, use, share and retain your personal data, visit: www.durham.gov.uk/dataprivacy

Help protect our environment by only printing this email if absolutely necessary. The information it contains and any files transmitted with it are confidential and are only intended for the person or organisation to whom it is addressed. It may be unlawful for you to use, share or copy the information, if you are not authorised to do so. If you receive this email by mistake, please inform the person who sent it at the above address and then delete the email from your system. Durham County Council takes reasonable precautions to ensure that its emails are virus free. However, we do not accept responsibility for any losses incurred as a result of viruses we might transmit and recommend that you should use your own virus checking procedures.

Application confirmation for Premises licence

3 August 2018 at 23:04



Confirmation from Durham County Council

You've just submitted a Premises licence (Make annual payment for a premises licence).

We have received notification that the fee has been paid.

Your application reference number is: county-durham-1

Your application was submitted on 03 August 2018 at 23:01 and Durham County Council has been notified.

Assuming the form is valid they'll contact you with a decision by 10 December 2018.

If you haven't had a decision by this date you can assume it's been approved as tacit consent applies.

If you have any questions about your application please contact:

Durham County Council, Durham County Council, Environment,
Health & Consumer Protection, PO Box 617, DH1 9HZ

03000 261016

licensing@durham.gov.uk



Highfield Qualifications

Certifies that

Ahmed Mohamed Hussein Sayed

has successfully passed an assessment in

Highfield Level 2 Award for Personal Licence Holders (RQF)

Qualification number 603/2597/5

Date of award 28 September 2018

Certificate number PLF

Hurak Education Services

Course Director

Training Organisation

Jason Sprenger - Chief Executive
Highfield Qualifications



Dated: 15 November 2018

GREYSTONE LEGAL

-and-

SAYED TRADING LIMITED

RETAINER AGREEMENT



15 Parsons Court | Welbury Way | Avchile Business Park | M5 7Y
www.greystonelegal.com

THIS AGREEMENT is made the day of November 2018

BETWEEN:

- (1) **GREYSTONE LEGAL**, a partnership registered with the Solicitors Regulation Authority under identification no. 638393 and whose office is at 15 Parsons Court, Aycliffe Business Park, Co. Durham, DL5 6ZE (the "Solicitor"); and
- (2) **SAYED TRADING LIMITED**, a company registered in England and Wales under company number 10044006 and whose registered office is at Ground Floor, Finchale House, Belmont Business Park, Durham, England, DH1 1TW ("the "Company").

WHEREAS:

The Company hereby agrees to pay the sum of £3000.00 (exclusive of VAT) to retain the professional services of the Solicitor for 12 calendar months from the 16 November 2018 for the purposes of providing advice and representation on employment law issues. The Company shall pay the sum of £3,000 in 12 equal instalments of £250.00, the first being payable within 14 days of the date of this Agreement and payable monthly thereafter.

AND IT IS AGREED as follows:

The Solicitor hereby agrees to provide following services to the Company:

1. Contracts of Employment and Employment Law Policies

The Solicitor will review and update the Company's contracts of employment, and its written policies and procedures, to ensure that the Company's employment law documentation complies with best employment law practice. The contracts and company handbook and policies will be updated whenever necessary to ensure compliance with current employment law practice. The Solicitor will provide standard letters for use by the Company in its disciplinary and grievance procedures.

2. Advice Help Line

The Solicitor will provide an advice help line to the Company. The advice line will be operated between 9:00am and 5:00pm Monday to Friday (excluding public and bank holidays) and out of hours in urgent cases. The Solicitor undertakes to provide the Company with appropriate advice on any employment law issue that may arise. The Solicitor will, where necessary, draft appropriate letters or documents for use by the Company in individual cases.

3. Employment Tribunal Representation

The Solicitor undertakes to provide the Company with employment tribunal representation in the event that a claim is commenced against the Company in an Employment Tribunal in England, Wales or Scotland during the term of the Agreement. In respect of these proceedings, the Solicitor will provide following services:

- a) An assessment of the case and advice upon the merits and quantum of a claim;
- b) All preparation associated with the claim, including attending and interviewing witnesses, collating and preparing documentation and drafting appropriate witness statements;
- c) Settlement negotiations on behalf of the Company where appropriate; and

- d) Preparation for any interim or substantive hearing, including instructions to Counsel (specialist employment law barrister).

Representation at any substantive hearing will be provided by a specialist barrister and shall be chargeable at rates to be agreed in advance of any hearing.

4. Commercial Legal Help Desk

The Solicitor will provide the following commercial support:

- 4.1 Initial review of any agreements which the Company may be required to enter in to in the ordinary and normal course of business.
- 4.2 Up to half an hour of initial legal advice on any commercial issue or any dispute which may arise during the term of the agreement.
- 4.3 Thereafter, should any further work be required, a 40% discount to our standard hourly rate for commercial legal work.

5 Obligations of the Company

- 5.1 In order for section 3 of the Agreement to be binding, it is a requirement that the Company follow the advice of the Solicitor in respect of any settlement proposal. It is also a requirement that the Company follows its contractual disciplinary and grievance procedures when dealing with its employees.
- 5.2 The Company must seek the advice of the Solicitor in the following circumstances and adhere to the advice provided by the solicitor in each case:
 - a) Prior to conducting any disciplinary matters, and any dismissal procedure, and before any dismissal.
 - b) When considering making any redundancies and before commencing any redundancy process or restructure.
 - c) When an employee resigns without any reason or walks out without working their notice.
 - d) Long-term illness or absenteeism.
 - e) If the Company receives or is aware of verbal or written complaints from any employee.
 - f) If the Company becomes aware of any allegations of harassment or discrimination.
 - g) If an employee makes any request for adjustments to working practices or for flexible working.
 - h) If an employee advises, or you become aware that, he has a medical condition or illness which affects his capability to perform his job.
 - i) Before seeking to implement any significant changes to terms and conditions of employment.

6 Limitations

- 6.1 The Solicitor shall only provide advice in relation to matters governed by the Laws of England and Wales.
- 6.2 The Company shall be responsible for payment of any barrister's fees in respect of any employment tribunal hearing.
- 6.3 The Company shall be responsible for the payment of any Tribunal awards made against the Company, or any settlement payments made to any employee or former employee.

7 Incorporation of Solicitors Terms and Conditions of Business

The Solicitors terms and conditions of business as attached at Schedule 1 are hereby incorporated into this Agreement.

8 General

This Agreement constitutes a legally binding contract and is governed by the Law of England.

Signed:

for and on behalf of **Greystone Legal**

Date: 15 November 2018

Signed:

for and on behalf of **Sayed Trading Limited**

Date:

SCHEDULE 1

Solicitors Terms and Conditions of Business.

1. Introduction

1.1 These terms and conditions are provided to comply with certain standards recommended by the Solicitors Regulation Authority, and also to indicate to clients as clearly as possible the standard of service you can expect from us and the amounts, and how, we will charge for the work we do.

1.2 When 'we' and 'us' are used in these terms and conditions they mean Greystone Legal, a partnership operated in England and Wales by Paul Humble and Benjamin Healey.

2. Our Promise to You

We will act in your best interests and keep your transaction confidential unless you authorise us to discuss your case with a third party. We will explain the legal work required and keep you informed of progress. We will endeavour to deal promptly with all your enquiries, those of your advisers and any other parties who are a party to your transaction.

3. The People Responsible for your work

3.1 The work will be conducted by our partners, Paul Humble and Ben Healey. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will inform you promptly who will be handling the matter.

3.2 In some circumstances, it may be appropriate for some work to be carried out by other members of staff, such as paralegal, secretarial or support staff. This allows us to provide a more efficient service to you, and well as charging you the appropriate amount for the work done. All work done by such staff is carried out under the supervision of a solicitor. Overall supervision of the matter is undertaken by a partner.

4. Charges and Expenses

4.1 Our initial costs letter or quote details our charges. Unless otherwise stated, the quote will be for a fixed fee.

4.2 If the fees quoted for your case are not fixed, then the relevant hourly rates will be detailed in the quote.

4.3 Non-fixed fees are based on the amount of time we spend dealing with your matter. The time we spend will include (but not be limited to) the following types of activities: meetings with you, members of your staff and representatives; drafting agreements and other documents; reviewing and commenting on agreements and other documents; discussing with you and other persons agreements and other documents; correspondence; making and receiving

telephone calls; attending meetings; and any other work undertaken on your case or transaction.

4.4 In addition to the time we spend we also take into account a number of factors which include the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge which the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter becomes more complex than expected or has to be carried out in an emergency or out of hours.

4.5 You will also need to pay for expenses we incur on your behalf (disbursements). These include photocopying charges, courier costs, travel expenses, overseas telephone calls, and costs of using services of other professional and other persons, such as counsel, consultants and other agents. VAT is normally payable on these items.

4.6 If we need to carry out some unforeseen additional work we will let you about this (normally before we carry it out), and also provide you with the estimated cost of carrying it out. This can arise because of unexpected difficulties, your requirements changing, circumstances changing during the course of the matter (such as unexpected action or inaction by the other party or parties involved in the matter).

4.7 Unless your quote states otherwise, we will still charge you for the time we spend on your case or transaction and the disbursements and expenses we incur on your behalf even if your case or transaction is not concluded or completed.

4.8 You can set a limit on our charges and the expenses we incur on your behalf. If you set such a limit, we can charge for work carried out and expenses incurred up to the limit without us needing to refer to you for approval to carry out the work, and you must pay our charges and the expenses up to the limit. If it appears that the limit you have set is likely to be exceeded, we will inform you. We will not normally exceed the limit without first obtaining your approval to do so.

4.9 We will normally ask you to pay certain sums in advance of us carrying out work and incurring expenses on your behalf. From time to time we will ask for further sums in advance during the course of the matter. We will offset such payments made in advance against the invoices we will send to you from time-to-time and the final invoice. However, you should be aware that the total charges and expenses are likely to exceed the advance payments you have made to us.

4.10 We reserve the right to clear any cheques or other

forms of payment you provide to us before carrying out any work on any aspect of your case.

5. Payment of Our Bill

- 5.1 We will send you a bill for our charges and expenses and payment is due to us within 14 days of the date of the bill. If you do not pay the bill within this time, we will charge interest on the bill at 3% above the base rate of the Bank of England a year on a daily basis, from the date of the bill.
- 5.2 Please note that the maximum amount of cash we can accept is £500.00 (five hundred pounds) for any single case or transaction.
- 5.3 If for any reason our fees (other than a dispute of any non-fixed fee charge) are not paid at completion any correspondence sent in relation to your bill will be charged at £50 plus VAT per piece of correspondence and added to the bill. In the event that debt collection is required then the fees of any debt collection will be added to the bill.
- 5.4 If you have any query about your bill, you should contact the person dealing with your case straight away.

6. Complaints

- 6.1 We hope that the service provided will proceed promptly and smoothly. In the unlikely event of any problem or difficulty arising in relation to work undertaken or bills please telephone or email Ben Healey who is the designated complaints partner. The firm has a designated complaints procedure which is available on request.
- 6.2 If at the conclusion of our internal investigations regarding any complaint you are still unhappy you may have a right to complain to the Legal Ombudsman within 6 months. Please visit www.legalombudsman.org.uk for further information (postal address: PO Box 6806 Wolverhampton WV1 9WJ phone number 0300 555 0333).

7. Insurance and Liability

- 7.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with the services provided by us, the claim can only be brought against Greystone Legal and not against the individual partners, officers or employees. We believe this is reasonable as it corresponds to modern business practice and because Greystone Legal has in place indemnity insurance cover required by the Law Society of England and Wales.
- 7.2 'Claim' means any claim whether arising out of this agreement or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis.
- 7.3 We are not authorised by the Financial Conduct Authority.
- 7.4 The Law Society of England and Wales is a

designated professional body for the purposes of the Financial Services and Markets Act 2000 and the Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

8. Storage of Papers and documents

- 8.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some any sums owing by you to us have not been paid at the end of our work on the matter or after the termination of the retainer.
- 8.2 We normally keep papers for no more than 6 years (except for those you ask us to return to you). We keep the papers on your acceptance that at the end of 6 years after the date of the final invoice we sent to you we have your authority to destroy the papers. However, we will not destroy papers you have expressly asked us to deposit in safe custody.
- 8.3 We do not usually charge to retrieve papers or documents held in storage where you provide continuing or new instructions. We may charge (based on the time we spend in producing stored papers or documents) for producing them to you or to another person at your request.
- 8.4 A copy of our Data Protection Policy for Clients is available upon request.

9. Termination

- 9.1 In some circumstances, we may consider we ought to stop acting for you, for example if you cannot give us clear or proper instructions on how we are to proceed. We may decide to stop acting for you only with good reason and must provide you with reasonable notice that we will cease to act for you. Examples of when we may consider terminating our retainer are: if you do not pay an interim bill or comply with our request for a payment on account, or you fail to give us adequate instructions within a reasonable time, or you provide us with instructions which are unreasonable or would require us to breach professional rules or duties or involve a criminal offence.
- 9.2 If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out to you.
- 9.3 We may terminate the instruction if we decide that there is a Conflict of Interest. Conflict of Interest means any situation where We owe (or if accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict, or our duty to act in your

best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where that information might reasonably be expected to be material, and you have an interest adverse to our client or former client, and for the purpose of this paragraph "you" does not include Associated Entities

10. Agreement

- 10.1 As confirmation that you would like us to proceed on this basis would you please sign the Client Information Form and return it to us.
- 10.2 Please note that we only accept your instructions on the basis that we act for you in connection with this transaction only and in accordance with the Proceeds of Crime Act 2002, Terrorism Act 2002 and the Money Laundering Regulations 2007. If there is a conflict between you and these statutes, regulations or other party then we reserve the right to terminate your retainer without notice.

11. Client Identification

12. We are required by the Law Society and Solicitors Regulation Authority to obtain confirmation of identification from clients. Please provide one photo identification document (i.e. passport or photo driving license) and one form of identification as evidence of your current address (i.e. bank statement, credit card statement, phone/mobile bill etc.).

13. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

- 13.1 In order to proceed immediately, we can only start acting for you in this matter when we have received from you the signed Client Information Form confirming your instructions. By signing the Client Information Form you give us permission to start work immediately and that by giving us this permission you will be losing your right to cancel your instructions that would otherwise apply.
- 13.2 This means that if you do cancel this agreement at any time you may be required to pay us for the work carried out up until you cancel, as set out in clause 9.2 above.

14. Financial and Tax Advice

We do not give financial, tax or investment advice in any circumstances. If you require financial, tax or investment advice then we suggest that you obtain such advice from your Accountant or Independent Financial Adviser (IFA) and your acceptance of these terms and conditions is your confirmation that you have or will obtain financial advice from an

FA or you have made your own arrangements to obtain such advice. If you do not have an Accountant or IFA then you should let us know and we can arrange an introduction to an Accountant or IFA in your area.

15. Limitation of Liability

- 15.1 The limitation of our liability to you for breach of contract, negligence, breach of statutory duty or otherwise will be £2,000,000 inclusive of interest, costs and all incidental expenses. Our Indemnity Insurance is with Travellers Insurance Company Limited, Policy Number UC SOL 3997622.
- 15.2 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

16. Limitations and Acceptance of your Instructions

- 16.1 Your continuing instructions will amount to your acceptance of these terms and conditions of business, but please sign and date the Client Information Form and return it to us immediately. This confirms that you agree to the said terms and conditions and we can be confident that you understand the basis on which we will act for you. Please ensure that you also complete the due diligence boxes on the Client Information Form and supply the information requested to enable us to proceed with your case or transaction.
- 16.2 Please note that we will only be advising on the relevant case or transaction we have been instructed. If you require advice on any additional or alternative matters then please ensure that your instructions are clear and in writing as we will need to assess whether we can deal with the alternative matter for you and whether any alternative or additional charges apply. If you provide us with further instructions concerning other matters, these general terms and conditions will apply, unless we agree otherwise.



STAFF HANDBOOK

INDEX

1. Equal Opportunities Policy	3
2. Disciplinary Rules	6
3. Disciplinary Procedure	9
4. Grievance Procedure	14
5. Whistleblowing	17
6. Health Safety Policy	21
7. Food Hygiene and Handling	23
8. Drugs, Alcohol and No Smoking Policy	28
9. Dress and Appearance	29
10. IT and Communications System Policy	30
11. Challenge 25 Policy	34
12. Anti-Bribery and Corruption Policy	35
13. Data Protection Policy	38
14. Employee Search policy	49
15. Lebaneat Customer Service	51



NON-CONTRACTUAL STAFF HANDBOOK

1. ABOUT LEBANEAT

- 1.1 Lebateat was founded in 2016 by Ahmed Sayed. Lebaneat now operates a number of authentic Lebanese restaurants providing beautiful decor, with friendly and hospitable staff throughout the North East of England.

2. USING THE STAFF HANDBOOK

- 2.1 This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to a director. You are asked to read all sections of the handbook but should give particular attention to Section 15 which relates to Customer Service. The customer is at the heart of our business and our success depends upon putting the customers first and creating the best possible experience for them in the restaurant.
- 2.2 The policies and procedures set out in this handbook apply to all employees and should be read and followed, however unless otherwise indicated but the policies are non-contractual. They do **not** form part of the terms of your contract with us, which are provided to you separately.
- 2.3 You are employed by Sayed Trading Limited. We shall use the expression "Lebaneat" to refer to your employer.

3. RESPONSIBILITY FOR THE STAFF HANDBOOK

- 3.1 The Operations Manager and the Director has overall responsibility for the operation of this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.
- 3.2 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. All staff must ensure that they are familiar with and comply with and support its policies and procedures.



SECTION 1 - EQUAL OPPORTUNITIES POLICY

1. EQUAL OPPORTUNITIES STATEMENT

Lebanat is committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**).

2. ABOUT THIS POLICY

- 2.1 This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.
- 2.2 This policy covers all employees, officers, external consultants, contractors, casual workers and agency workers.
- 2.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

3. DISCRIMINATION

- 3.1 You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts), and on work-related trips or events including social events.
- 3.2 The following forms of discrimination are prohibited under this policy and are unlawful:
 - (a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
 - (b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
 - (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
 - (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
 - (e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

4. RECRUITMENT AND SELECTION



- 4.1 Recruitment, promotion, and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person and with the involvement of a director where possible.
- 4.2 Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.
- 4.3 We take steps to ensure that our vacancies are advertised to a diverse labour market.
- 4.4 Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.
- 4.5 Job applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with the approval of a director. For example:
 - (a) Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).
 - (b) Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.
 - (c) Positive action to recruit disabled persons.
 - (d) Equal opportunities monitoring (which will not form part of the selection or decision-making process).

Where necessary, job offers can be made conditional on a satisfactory medical check.

- 4.6 We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from UK Visas and Immigration.

5. TERMINATION OF EMPLOYMENT

- 5.1 We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.
- 5.2 We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

6. DISABILITIES

- 6.1 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.
- 6.2 If you experience difficulties at work because of your disability, you may wish to contact the Manager or a director to discuss any reasonable adjustments that would help overcome or minimise the difficulty. A director may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.
- 6.3 We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.



7. PART-TIME AND FIXED-TERM WORK

Part-time and fixed-term staff should be treated the same as comparable full-time or permanent staff and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

8. BREACHES OF THIS POLICY

8.1 We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

8.2 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or through our Anti-harassment and Bullying Policy as appropriate. Complaints will be treated in confidence and investigated as appropriate.

8.3 There must be no victimisation or retaliation against staff who complain about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.



SECTION 2 - DISCIPLINARY RULES

1. POLICY STATEMENT

- 1.1 These Disciplinary Rules should be read in conjunction with our Disciplinary Procedure. The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with staff to maintain those standards and encourage improvement where necessary.
- 1.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure.
- 1.3 If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your line manager or a director.
- 1.4 The policy is non-contractual and we may amend our Disciplinary Rules at any time.

2. RULES OF CONDUCT

- 2.1 While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:
 - (a) observe the terms and conditions of your contract, particularly with regard to hours of work and confidentiality;
 - (b) observe all our policies, procedures and regulations which are included in the Staff Handbook or notified to you from time to time by means of notice boards, e-mail, the intranet, or otherwise;
 - (c) take reasonable care in respect of the health and safety of colleagues and third parties and comply with our Health and Safety Policy;
 - (d) comply with all reasonable instructions given by managers; and
 - (e) act at all times in good faith and in our best interests and those of our customers and staff.
- 2.2 Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

3. MISCONDUCT

The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:

- (a) Minor breaches of our policies including the Sickness Absence Policy, Electronic Information and Communications Systems Policy, and Health and Safety Policy;
- (b) Minor breaches of your contract;
- (c) Poor timekeeping;
- (d) Time wasting;
- (e) Poor attendance record;



- (f) Use of our telephones for personal calls;

This list is intended as a guide and is not exhaustive.

4. GROSS MISCONDUCT

4.1 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

4.2 The following are examples of matters that are normally regarded as gross misconduct:

- (a) Theft, or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public;
- (b) Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- (c) Physical violence or bullying, whether actual or threatened violence, or behaviour which provokes violence;
- (d) Deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;
- (e) Serious misuse of our property or name;
- (f) Personal e-mail or internet usage during your working hours;
- (g) Obscene language or other offensive behaviour;
- (h) Negligence in the performance of your duties;
- (i) Smoking on the premises.
- (j) Deliberately accessing internet sites on Company computers or devices containing pornographic, offensive or obscene material;
- (k) Failure to obey instructions, or any other serious act of insubordination;
- (l) Unlawful discrimination or harassment;
- (m) Bringing the organisation into serious disrepute;
- (n) Being under the influence of alcohol, illegal drugs or other substances during working hours;
- (o) Causing loss, damage or injury through serious negligence;
- (p) Breach of health and safety rules or serious misuse of safety equipment;
- (q) Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- (r) Accepting or offering a bribe or other secret payment or other breach of our Anti-corruption and bribery policy;
- (s) Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;



- (t) Possession, use, supply or attempted supply of illegal drugs;
- (u) Serious neglect of duties, or a serious or deliberate breach of your contract;
- (v) Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
- (w) Harassment of, or discrimination against, employees, contractors, clients or members of the public, related to gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age contrary to our Equal Opportunities Policy or our Anti-harassment and Bullying Policy;
- (x) Giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
- (y) Knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;
- (z) Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- (aa) Making untrue allegations in bad faith against a colleague;
- (bb) Victimising a colleague who has raised concerns, made a complaint or given evidence or information under our Whistleblowing Policy, Anti-corruption and bribery policy, Anti-harassment and Bullying Policy, Grievance Procedure, Disciplinary Procedure or otherwise;
- (cc) Misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of e-mail and the internet) contrary to our Information and Communications Systems Policy; or
- (dd) Undertaking unauthorised paid or unpaid employment during your working hours;
- (ee) A failure to abide by the Challenge 25 Policy;
- (ff) A failure to abide by the Noise Level Policy;
- (gg) Unauthorised absence; or
- (hh) Rudeness to customers.

This list is intended as a guide and is not exhaustive.



SECTION 3 - DISCIPLINARY PROCEDURE

1. ABOUT THIS PROCEDURE

- 1.1 The aims of this Disciplinary Procedure are to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary. The standards of conduct expected of all employees are set out in the Disciplinary Rules which are contained in the Staff Handbook.
- 1.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.
- 1.3 The procedure is non-contractual and applies only to those employees with 2 or more years continuous service. It does not apply to agency workers or self-employed contractors.
- 1.4 This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. In those cases reference should be made to the appropriate policy or procedure in the Staff Handbook.
- 1.5 This procedure does not form part of any employee's contract of employment and it may be amended at any time. We may also vary this procedure, including any time limits, as appropriate in any case.

2. MINOR CONDUCT ISSUES

- 2.1 Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings. In some cases an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 2.2 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your line manager or a director as soon as possible.

3. CONFIDENTIALITY

- 3.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 3.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.
- 3.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

4. INVESTIGATIONS

- 4.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.



- 4.2 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 4.3 You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.
- 4.4 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

5. CRIMINAL ALLEGATIONS

- 5.1 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- 5.2 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- 5.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

6. SUSPENSION

- 6.1 In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so by a director.
- 6.2 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your full basic salary and benefits during the period of suspension.

7. NOTIFICATION OF A HEARING

- 7.1 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:
- (a) a summary of relevant information gathered during the investigation;
 - (b) a copy of any relevant documents which will be used at the disciplinary hearing; and
 - (c) a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 7.2 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

8. THE RIGHT TO BE ACCOMPANIED

- 8.1 You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell your line manager or a director who your chosen companion is, in good time before the hearing.



8.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

8.3 If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

9. PROCEDURE AT DISCIPLINARY HEARINGS

9.1 If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence. In those circumstances you would be given the opportunity to make written representations.

9.2 The hearing will be chaired by your line manager or a director. You may bring a companion with you to the disciplinary hearing (see *paragraph 8*).

9.3 At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

9.4 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.

9.5 We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

9.6 We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary hearing although this may not always be possible.

10. DISCIPLINARY PENALTIES

10.1 The usual penalties for misconduct are set out below. No penalty should be imposed without the opportunity a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

10.2 You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.

10.3 **Stage 1 - First written warning.** It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.

10.4 **Stage 2 - Final written warning.** It will usually be appropriate for:

- (a) misconduct where there is already an active written warning on your record; or
- (b) misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.

10.5 **Stage 3 - Dismissal.** Dismissal may be authorised by the Operations Manager or a Director. It will usually only be appropriate for:

- (a) any misconduct during your probationary period;



- (b) further misconduct where there is an active final written warning on your record; or
- (c) any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). Examples of gross misconduct are set out in our Disciplinary Rules, which are contained in the Staff Handbook.

11. THE EFFECT OF A WARNING

- 11.1 Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.
- 11.2 A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. In exceptional cases verging on gross misconduct, a final written warning may state that it will remain active indefinitely. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently we may decide to extend the active period.
- 11.3 After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

12. APPEALS

- 12.1 If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the board within one week of the date on which you were informed of the decision.
- 12.2 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.
- 12.3 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.
- 12.4 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.
- 12.5 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- 12.6 Where possible the appeal hearing will be conducted by a director who has not been previously involved in the case. However, as we are a small business with limited resources this may not be possible and in some circumstances the director who dealt with the disciplinary hearing may also be required to conduct the appeal.
- 12.7 You may bring a companion with you to the appeal hearing (see paragraph 8).
- 12.8 We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 12.9 Following the appeal hearing we may:



- (a) confirm the original decision;
- (b) revoke the original decision; or
- (c) substitute a different penalty.

12.10 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing although this may not always be possible. There will be no further right of appeal.



SECTION 4 - GRIEVANCE PROCEDURE

1. ABOUT THIS PROCEDURE

- 1.1 It is our policy to ensure that all employees have access to a procedure to help deal with any grievances relating to their employment fairly and without unreasonable delay. We aim to investigate any formal grievance you raise, hold a meeting to discuss it with you, inform you in writing of the outcome, and give you a right of appeal if you are not satisfied.
- 1.2 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. USING THIS PROCEDURE

- 2.1 Issues that could cause grievances may include:
 - (a) terms and conditions of employment;
 - (b) health and safety;
 - (c) work relations;
 - (d) bullying and harassment;
 - (e) new working practices;
 - (f) working environment;
 - (g) organisational change; and
 - (h) discrimination.
- 2.2 This Grievance Procedure should not be used to complain about dismissal or disciplinary action. If you are dissatisfied with any disciplinary action, you should submit an appeal under the appropriate procedure in the Staff Handbook.
- 2.3 We have a separate Anti-harassment and Bullying Policy that may be useful if you have been the victim of bullying or harassment or wish to report an incident of bullying or harassment involving other people. It is set out in the Staff Handbook.
- 2.4 We operate a separate Whistleblowing Policy to enable employees to report illegal activities, wrongdoing or malpractice. However, where you are directly affected by the matter in question, or where you feel you have been victimised for an act of whistleblowing, you may raise the matter under this Grievance Procedure.
- 2.5 If you have difficulty at any stage of the Grievance Procedure because of a disability or because English is not your first language, you should discuss the situation with your line manager or a director as soon as possible.
- 2.6 Written grievances will be placed on your personnel file along with a record of any decisions taken and any notes or other documents compiled during the grievance process. These will be processed in accordance with our Data Protection Policy.



3. RAISING GRIEVANCES INFORMALLY

Most grievances can be resolved quickly and informally through discussion with your line manager or a director. If you feel unable to speak to your manager, for example, because the complaint concerns him or her, then you should speak informally to a director. If this does not resolve the issue, you should follow the formal procedure below.

4. FORMAL WRITTEN GRIEVANCES

4.1 If your grievance cannot be resolved informally you should put it in writing and submit it to your line manager or a director, indicating that it is a formal grievance. If the grievance concerns your line manager and a director, you may submit it to a director instead.

4.2 The written grievance should contain a brief description of the nature of your complaint, including any relevant facts, dates, and names of individuals involved. In some situations we may ask you to provide further information.

5. INVESTIGATIONS

5.1 It may be necessary for us to carry out an investigation into your grievance. The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.

5.2 You must co-operate fully and promptly in any investigation. This may include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending interviews, as part of our investigation.

5.3 We may initiate an investigation before holding a grievance meeting where we consider this appropriate. In other cases we may hold a grievance meeting before deciding what investigation (if any) to carry out. In those cases we will hold a further grievance meeting with you after our investigation and before we reach a decision.

6. RIGHT TO BE ACCOMPANIED

6.1 You may bring a companion to any grievance meeting or appeal meeting under this procedure. The companion may be either a trade union representative or a colleague. You must tell the person holding the grievance meeting who your chosen companion is, in good time before the meeting.

6.2 At the meeting, your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may talk privately with them at any time during the meeting.

6.3 Acting as a companion is voluntary and your colleagues are under no obligation to do so. If they agree to do so they will be allowed reasonable time off from duties without loss of pay to act as a companion.

6.4 If your chosen companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

6.5 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

7. GRIEVANCE MEETINGS

7.1 We will arrange a grievance meeting, normally within one week of receiving your written grievance.



- 7.2 You and your companion (if any) should make every effort to attend grievance meetings. If you or your companion cannot attend at the time specified, you should inform us immediately and we will try, within reason, to agree an alternative time.
- 7.3 The purpose of a grievance meeting is to enable you to explain your grievance and how you think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations you have made.
- 7.4 After an initial grievance meeting we may carry out further investigations and hold further grievance meetings as we consider appropriate. Such meetings will be arranged without unreasonable delay.
- 7.5 We will write to you, as soon as possible following the final grievance meeting, to inform you of the outcome of your grievance and any further action that we intend to take to resolve the grievance. We will also remind you of your right of appeal. Where appropriate we may hold a meeting to give you this information in person.

8. APPEALS

- 8.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to a director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 8.2 We will hold an appeal meeting, normally within one week of receiving your written appeal. Insofar as possible, this will be dealt with impartially by a director who has not previously been involved in the case (although they may ask anyone previously involved to be present). You have a right to bring a companion to the meeting (see paragraph 8).
- 8.3 We will confirm our final decision in writing, as soon as possible following the appeal hearing. This is the end of the procedure and there is no further appeal.



SECTION 5 - WHISTLEBLOWING POLICY

1. ABOUT THIS POLICY

- 1.1 We are committed to conducting our business with honesty and integrity, and we expect all staff to maintain high standards. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring and to address them when they do occur.
- 1.2 The aims of this policy are:
- (a) To encourage staff to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.
 - (b) To provide staff with guidance as to how to raise those concerns.
 - (c) To reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.
- 1.3 This policy covers all employees, officers, external consultants, contractors, casual workers and agency workers.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. PERSONNEL RESPONSIBLE FOR THE POLICY

- 2.1 The Operations Manager and the Directors have overall responsibility for this policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this policy.
- 2.2 The Operations Manager and Directors have day-to-day operational responsibility for this policy, and must ensure that all managers and other staff who may deal with concerns or investigations under this policy receive regular and appropriate training.
- 2.3 All staff are responsible for the success of this policy and should ensure that they use it to disclose any suspected danger or wrongdoing. Staff are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to a director.

3. WHAT IS WHISTLEBLOWING?

- 3.1 **Whistleblowing** is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:
- (a) criminal activity;
 - (b) failure to comply with any legal or professional obligation or regulatory requirements;
 - (c) miscarriages of justice;
 - (d) danger to health and safety;
 - (e) damage to the environment;



- (f) bribery under our Anti-corruption and Bribery Policy;
- (g) financial fraud or mismanagement;
- (h) negligence;
- (i) breach of our internal policies and procedures;
- (j) conduct likely to damage our reputation;
- (k) unauthorised disclosure of confidential information;
- (l) the deliberate concealment of any of the above matters.

3.2 A **whistleblower** is a person who raises a genuine concern relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a **whistleblowing concern**) you should report it under this policy.

3.3 This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases you should use the Grievance Procedure or Anti-harassment and Bullying Policy as appropriate.

3.4 If you are uncertain whether something is within the scope of this policy you should seek advice from a director.

4. RAISING A WHISTLEBLOWING CONCERN

4.1 We hope that in many cases you will be able to raise any concerns with your line manager. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively. In some cases they may refer the matter to a director.

4.2 However, where the matter is more serious, or you feel that your line manager has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact any director of the business.

4.3 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

4.4 We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

5. CONFIDENTIALITY

5.1 We hope that staff will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

5.2 We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to the Whistleblowing Officer or one of the other contact points listed in paragraph 4 and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt you can seek advice from Public Concern at Work, the independent whistleblowing charity, who offer a confidential helpline. Their contact details are at the end of this policy.



6. INVESTIGATION AND OUTCOME

- 6.1 Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.
- 6.2 In some cases we may appoint an investigator with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.
- 6.3 We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.
- 6.4 If we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower will be subject to disciplinary action.

7. IF YOU ARE NOT SATISFIED

- 7.1 While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy you can help us to achieve this.
- 7.2 If you are not happy with the way in which your concern has been handled, you can raise it with a director.

8. EXTERNAL DISCLOSURES

- 8.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 8.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. It will very rarely if ever be appropriate to alert the media. We strongly encourage you to seek advice before reporting a concern to anyone external. The independent whistleblowing charity, Public Concern at Work, operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern. Their contact details are at the end of this policy.
- 8.3 Whistleblowing concerns usually relate to the conduct of our staff, but they may sometimes relate to the actions of a third party, such as a customer, supplier or service provider. In some circumstances the law will protect you if you raise the matter with the third party directly. However, we encourage you to report such concerns internally first. You should contact your line manager or a director for guidance.

9. PROTECTION AND SUPPORT FOR WHISTLEBLOWERS

- 9.1 It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 9.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Whistleblowing Officer immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.



9.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

10. CONTACTS

Whistleblowing Officers	Ahmed Sayed, Director O C , Operations Manager Contact details: Lebanat Head Office, Unit 4 St John's Road, Meadowfield Industrial Estate, DH7 8TZ Telephone: E-mail:
Public Concern at Work (Independent whistleblowing charity)	Helpline: 020 7404 6609 E-mail: whistle@pcaw.co.uk Website: www.pcaw.co.uk



SECTION 6 - HEALTH AND SAFETY POLICY

1. ABOUT THIS POLICY

- 1.1 We are committed to ensuring the health and safety of staff and anyone affected by our business activities, and to providing a safe and suitable environment for all those attending our premises.
- 1.2 This policy sets out our arrangements in relation to:
- (a) assessment and control of health and safety risks arising from work activities;
 - (b) preventing accidents and work-related ill health;
 - (c) consultation with employees on matters affecting their health and safety;
 - (d) provision and maintenance of a safe workplace and equipment;
 - (e) information, instruction, training and supervision in safe working methods and procedures;
 - (f) emergency procedures in cases of fire or other major incident.
- 1.3 This policy covers all employees, officers, external consultants, contractors, casual workers and agency workers.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

2. YOUR RESPONSIBILITIES

- 2.1 All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.
- 2.2 You should report any health and safety concerns immediately to your line manager or a director.
- 2.3 You must co-operate with managers and directors on health and safety matters, including the investigation of any incident.
- 2.4 Failure to comply with this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

3. INFORMATION AND CONSULTATION

- 3.1 We will inform and consult directly with all staff regarding health and safety matters.
- 3.2 A director is responsible for informing and consulting employees about health and safety matters.

4. ACCIDENTS AND FIRST AID

- 4.1 Details of first aid facilities and the names of trained first aiders are displayed on the notice board.
- 4.2 All accidents and injuries at work, however minor, should be reported to a director and recorded in the Accident Book. A director is responsible for investigating any injuries or work-related disease, preparing and keeping accident records, and for submitting reports to the relevant authorities if



required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

5. FIRE SAFETY

- 5.1 All staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.
- 5.2 If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point shown on the fire safety notices. Do not stop to collect belongings and do not use the lifts. Do not re-enter the building until told to do so.
- 5.3 If you discover a fire do not attempt to tackle it unless it is safe and you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call reception and report the location of the fire.
- 5.4 Nominated individuals will be trained in the correct use of fire extinguishers.
- 5.5 You should notify your manager or a director if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire. A personal evacuation plan will be drawn up and brought to the attention of colleagues working in your vicinity.

6. COMPUTERS AND DISPLAY SCREEN EQUIPMENT

- 6.1 If you use a computer screen or other display screen equipment (DSE) habitually as a significant part of your work:
 - (a) You should try to organise your activity so that you take frequent short breaks from looking at the screen.
 - (b) You are entitled to a workstation assessment.
 - (c) You are entitled to an eyesight test by an optician at our expense.
- 6.2 You should contact your manager or a director to request a workstation assessment or an eye test. Eye tests should be repeated at regular intervals as advised by the optician, usually every two years. However, if you develop eye problems which may be caused by DSE work (such as headaches, eyestrain, or difficulty focusing) you can request a further eye test at any time.
- 6.3 We will not normally pay for glasses or contact lenses, unless your vision cannot be corrected by normal glasses or contact lenses and you need special glasses designed for the display screen distance. In such cases we will pay the cost of basic corrective appliances only.
- 6.4 Further information on the use of DSE can also be obtained from a director.



SECTION 7 – FOOD HANDLING AND HYGIENE

1. Introduction

- 1.1 The Company believes that the effective management of food safety relies heavily on having effective operational policies for the safe preparation, storage and handling of food. Attention to high standards of management of food services, food handlers' education and good hygiene practice are therefore essential.
- 1.2 A food handler is anyone involved in the handling or preparation of food and beverages. Therefore, this policy applies to any food service staff within the Company and covers all aspects of food service as delivered by the Company.
- 1.3 This policy should be read in conjunction with other existing Company policies. All staff have a duty to adhere to this and the Company's other policies from time to time in force, including but not limited to the Company's Health and Safety, Fire Safety, and Equal Opportunities Policies.
- 1.4 This policy aims to ensure that employees' workplace conduct is of a high standard and in accordance with the standards required by the Food Safety Act 1990 and The Food Safety and Hygiene (England) Regulations 2013.
- 1.5 Any staff found in breach of this Food & Hygiene Policy can potentially face disciplinary action.

2. Food Handling and Transport

- 2.1 It is the employee's responsibility to ensure that all food handled by that employee is washed before use.
- 2.2 All employees must ensure that food temperatures are checked on dispatch and on receipt to ensure microbiological food safety.
- 2.3 If, according to an employee, a supplier is not handling the delivered food safely, the employee must notify their line manager or a director and decline the delivery.
- 2.4 All employees are required to make sure that any containers used solely for the transportation of food are visibly marked "for foodstuffs only".
- 2.5 A nominated member of staff must check expiry dates on any stored foods daily. All employees are responsible for ensuring that any food found to be out of date is discarded.
- 2.6 All staff are required to follow any storage instructions on food packaging.
- 2.7 All staff are obliged to use food from storage on a first in/first out basis.
- 2.8 All dried foods should be stored off the floor in sealed containers to avoid potential contamination by pests.

3. Equipment and Premises

- 3.1 Each employee is required to make sure that the necessary equipment (including uniforms and personal protective equipment) and services are available to enable good hygiene practice to be followed at all times. Should any of the necessary equipment be missing or damaged it is each employee's duty to notify a director or line manager. All employees are responsible to keep all equipment in good order, repair and condition.
- 3.2 All equipment that comes into contact with food needs to be cleaned to minimize the risk of cross-contamination.
- 3.3 All employees shall ensure that all premises and equipment used for the preparation, serving or storage of food shall be in an appropriate sanitary state, in good repair and condition.



- 3.4 If any employee becomes aware that the supply of hot and cold water, cleaning products, soap and/or drying materials are not available, he/she must immediately notify a director or line manager.

4. **Cross-contamination of Foods**

- 4.1 Cross-contamination of foods is to be avoided at all times as it is a common cause of food poisoning. Cross-contamination can occur when bacteria are spread from one item to another, for instance, bacteria on a piece of raw chicken could be spread via cooking utensils or hands to another foodstuff. Employees must do the following at all times to avoid cross-contamination:
- 4.1.1 At all times, food handlers are obliged to keep raw meat and poultry and ready-to-eat foods separate.
 - 4.1.2 Employees must thoroughly wash their hands every time after handling raw meat and poultry.
 - 4.1.3 Employees preparing food are also responsible for cleaning work surfaces and cutting equipment (including knives and chopping boards) before and after preparing raw meat and poultry. When preparing raw meat and poultry, staff are required to use separate chopping boards and knives.
 - 4.1.4 It is the responsibility of each employee to make sure that raw meat and poultry and ready to eat food are stored separately in the fridge. Where possible raw meat and poultry should be stored in a separate fridge from ready-to-eat food. In any event raw meat and poultry should always be refrigerated below ready-to-eat foods.

5 **Temperature Control**

- 5.1 Chilling food can help to prevent harmful bacteria growth so it is crucial that certain foods are kept at or below a particular cold temperature. All employees have a responsibility to ensure that they do not break the cold chain. All employees must observe the following in order to preserve the cold chain at all times:
- 5.2 All cold foods must be kept at 8°C or below. This is a legal requirement. Nominated employees must check that the fridge temperature is cold enough at regular intervals and record the temperature.
 - 5.3 When food is being displayed or served it may not always be possible for the food to be chilled at below 8°C, therefore it is possible to keep the food at above 8°C but this can only happen for a maximum period of 4 hours and can only happen once. If some food is left after this period of time has elapsed then the food must either be thrown away or it must be chilled at 8°C or below and kept chilled at this temperature.
 - 5.4 Employees are required to put any chilled food into a fridge straight away.
 - 5.5 Employees must ensure that chilled food is kept out of the fridge for the shortest time possible.
 - 5.6 It is equally important to ensure that all cooked food is cooked properly, for the correct amount of time and at the required temperature. It is important to ensure that all cooked food is piping hot all the way through. Most foods need to be cooked thoroughly all the way through and most meat products should not be served rare or have pink meat inside, especially foods such as chicken and meats that have been rolled or minced such as sausages and burgers, because bacteria could be inside these products. Certain cuts of meat can be cooked and served rare with pink on the inside if the customer has requested this method, for instance steaks, or joints of beef or lamb. In order that foods are cooked safely and hygienically all employees must comply with the following:
 - 5.7 It is a legal requirement that all cooked food that is kept hot for any reason should be maintained at a temperature of 63°C or above.
 - 5.8 When food is being displayed or served it may not always be possible for the food to be kept at 63°C or above, therefore it is possible to keep the food at below 63°C but this can only happen for a maximum period of 2 hours and can only happen once. If some food is left after this period of time has elapsed then the food must either be thrown away or it must be chilled at 8°C or below and kept chilled at this temperature until it is used.
 - 5.9 All kitchen staff must manage a food temperature control checklist by carrying out temperature checks throughout the entire food chain (from delivery to consumption).



- 5.10 If food has been cooked and needs to be cooled this should be done as quickly as possible and the food should then be refrigerated straight away.
- 5.11 It is the duty of employees to regularly check that any display units are keeping the right temperature and to report any faults to their manager immediately.

6 Refrigerators

- 6.1 All staff should ensure that all food storing refrigerators are used for food storage ONLY.
- 6.2 The allocated employee must check and record the temperature of each refrigerator morning and evening, and ensure that the temperature in the refrigerator is kept between 1°C - 5°C.
- 6.3 All kitchen staff are responsible for ensuring that the following controls are maintained:
- 6.3.1 The refrigerator is cleaned daily and as spills occur;
 - 6.3.2 The door seals are regularly checked; and
 - 6.3.3 The refrigerator is defrosted weekly.
- 6.4 All kitchen staff are responsible for ensuring that the following rules are applied when storing food in a refrigerator:
- 6.4.1 High risk foods should be stored between 0°C - 4°C;
 - 6.4.2 Fresh meat, poultry and fish should be stored between 0°C - 1°C;
 - 6.4.3 Frozen foods to be stored at or below -18°C; and
 - 6.4.4 Cook-chill products to be stored at 3°C or below.
 - 6.4.5 High Risk foods are: foods which, under certain conditions provide a supportive environment in which pathogenic bacteria can easily multiply and these foods are normally eaten without treatment that would destroy such bacteria. Foods within this definition include: all cooked meats and poultry; cooked meat products including gravy and stock; milk, cream, artificial cream, custards and dairy produce; cooked eggs and products made with eggs (does not include pastries or cakes); shellfish and other seafood and cooked rice.

7 Food Handling Staff

- 7.1. Food handlers must take all reasonable, practical steps to avoid the risk of contamination of food or ingredients.
- 7.1 On arrival at work, all food handlers must:
- Wash their hands
 - Put on clean, closed shoes with non-slip soles
 - Tie up long or shoulder-length hair
 - Remove jewellery
 - Cover cuts/boils/sores with a clean, blue waterproof dressing
- 7.2 All food handlers are required to wash their hands before and after contact with food, after a break, after smoking or eating, after going to the toilet, after emptying a rubbish bin, after blowing their nose and after cleaning. Hands must be washed properly using soap and running water and then dried thoroughly.
- 7.3 Food handlers with small cuts must cover them with a coloured waterproof dressing.
- 7.4 Staff will not, while on duty, bite nails, smoke, chew gum or eat in a food preparation and service area.
- 7.5 In food preparation areas long hair must be tied securely back from the face and worn with a hair net.
- 7.6 Food handling staff are not allowed to wear watches and jewellery (except for a wedding band) when preparing food.
- 7.7 Food handlers' finger nails must be kept short and clean. Nail polish must not be worn.



- 7.8 Perfume and aftershave must not be worn.
- 7.9 If food handling staff notice any lack or disrepair of adequate sanitary and hand-washing facilities, including a supply of soap and paper for hand drying, they must immediately notify a director or a line manager.
- 7.10 The allocated manager must ensure that food handlers receive adequate supervision, instruction and training in food hygiene.
- 7.11 The Head Chef is responsible for ensuring maintenance of day-to-day standards of hygiene in the kitchens.
- 7.12 Failure to comply with the required standards of personal hygiene and practice may result in disciplinary action.
- 7.13 Any staff that have symptoms of diarrhoea and/or vomiting are strictly forbidden from handling food and entering any food preparation area. This restriction applies until at least 48 hours have elapsed without any symptoms.

8 Occupational Health

- 8.1 It is the responsibility of each employee to notify a Director or a Line Manager of any condition which compromises their ability to conform to the Company's hygiene requirements.
- 8.2 Any member of staff who becomes ill whilst handling food should stop work immediately and report to a director or their line manager.
- 8.3 All food handlers must be medically fit in order to handle food and maintain a high level of personal cleanliness. Anyone suffering from or likely to be carrying a food transmissible illness, an infected wound, a skin infection, sores or diarrhoea/vomiting is not allowed to work in the food handling area.
- 8.4 Any food handler who is suffering from any of the symptoms or diseases mentioned above, must immediately notify a director or their line manager and explain the possible cause of those symptoms. Food handling staff suffering from diarrhoea or vomiting are not permitted to return to work until they have been free of symptoms for at least 48 hours.
- 8.5 Staff who have come into contact with any infectious disease outside of work must report this to a director or their line manager.

9 Accidents and Dangerous Occurrences

- 9.1 All staff must notify a director in writing on the happening of any accidents or dangerous occurrences, using the Company's Accident Report Book.
- 9.2 Suspected outbreaks of food related illness must be reported immediately to a director.

10 Disposal of Waste

- 10.1 Waste/refuse should not be allowed to accumulate in kitchens or be left overnight.
- 10.2 Staff must remove food waste from rooms where food is present as soon as possible in order to prevent its build up.
- 10.3 Staff are prohibited from using containers used for the storage of food for any type of refuse.
- 10.4 All staff are responsible for notifying a director or their line manager if any animals, pests or insects are detected in any waste storing facilities. All staff have a duty to keep any door leading to the waste storage closed when not in use.
- 10.5 All employees must ensure that the refuse collectors do not enter food or dining areas.



11 Safe Handling of Broken Glass

- 11.1 All broken glass must be cleared up at the earliest opportunity.
- 11.2 When clearing up broken glass, staff should use heavy-duty gloves to protect themselves. A dustpan and brush must be used to collect the pieces of glass before mopping up any liquid spillage.
- 11.3 Staff must never use a glass to scoop out ice cubes.
- 11.4 If glass breaks near food or ice cubes, then dispose of anything which may be contaminated.

12 Cleaning

- 12.1 It is the responsibility of all individuals concerned with the management, production and service of food to ensure that food handling premises are maintained to the highest possible hygienic standards as determined by the Food Safety Act 1990.
- 12.2 Staff must keep all food preparation areas, storage areas and serving areas clean.
- 12.3 It is the responsibility of each staff member to ensure that all food preparation tools, surfaces and equipment that they use are cleaned regularly during the food preparation process and in particular that they are cleaned between different tasks.
- 12.4 The Company will provide suitable dish washing facilities in order to clean and sterilise all crockery and utensils used in food production and handling. Each employee should immediately notify their manager in the event that such facilities are not available or not working properly.
- 12.5 Where appropriate, the Company is responsible for providing food washing facilities with an adequate supply of hot and cold potable water. All employees must ensure that all those facilities are kept clean and disinfected.
- 12.6 Each employee is responsible for cleaning as he/she goes. This means that any spill has to be cleaned up immediately. All surfaces and equipment which come into contact with food must be thoroughly cleaned every day. In addition, surfaces which come into contact with cooked food (for example, chopping boards, utensils and slicing machines) should be cleaned regularly.
- 12.7 When cleaning, each employee must ensure he/she is using the correct cleaning products and is correctly following the manufacturer's instructions.
- 12.8 Equipment which has been used for raw food must never be used for cooked food unless it has been thoroughly cleaned and disinfected.
- 12.9 All staff are required to thoroughly wash their hands before and after contact with food, after a break, after going to the toilet and after cleaning. Hands must be washed properly using soap and running water and then dried thoroughly.



SECTION 8 - DRUGS AND ALCOHOL POLICY AND NO SMOKING POLICY

The Company has in place a formal screening program whereby employees may from time to time be randomly tested for the effects of alcohol and drugs. This program has been introduced because of concerns over safety given the nature of our work.

1. You agree that you will cooperate with the Company by providing a test upon request from a director or manager of the Company. The test will be carried out by way of breathalysing equipment, a saliva swab or a urine sample.
2. The result of any such test may be taken into account in assessing whether an individual is under the influence of alcohol or drugs while at work. The results of the test will not be conclusive however, and it is recognised that there are certain non-prescribed drugs that cannot be identified using the equipment in the possession of the Company. Should an employee or worker refuse to comply with a management request for a sample test this will also be taken into account in assessing whether there are reasonable grounds to suspect whether that person is under the influence of alcohol or non-prescribed drugs.
3. Employees are reminded that being under the influence of alcohol or non-prescribed drugs while at work amounts to a gross misconduct offence in accordance with the Company's disciplinary policy.
4. Employees are put on notice that non-prescribed drugs or substances which are not illegal but impair your performance or ability to carry out your duties (some of which may be referred to as "legal highs") are also prohibited in the work place. Any employee found to be under the influence of such substances will be dealt with in accordance with the disciplinary procedures which may lead to a summary dismissal for gross misconduct.
5. The Company operate a strict no smoking policy on site.
6. In the event that you are found to be smoking on site you will not only be breaking company rules you will also be breaking the law which could lead to a fine or even imprisonment. A breach of these rules is regarded as gross misconduct. Any employee found smoking on site will be dealt with under the disciplinary procedure.
7. Under the current law the Company can be deemed to be responsible for any smoking on site. In the event that the Company is fined because you are found to be smoking on site we reserve the right to recover any fine from you; and to deduct the value of any fine from any monies owed to you including deductions from your wages.
8. Employees should note that we regard the use of E-cigarettes (and other similar electronic devices which act as a substitute for cigarettes) as smoking for the purposes of this provision.



SECTION 9 - DRESS AND APPEARANCE POLICY

Introduction

1. Employees of Lebaneat are expected to maintain an appropriate standard of dress, appearance and hygiene to ensure that Lebaneat's professional image and reputation are maintained. This policy is designed to guide employees on the required standards of dress and appearance.
2. This policy is not exhaustive in defining acceptable and unacceptable standards of dress and appearance and Lebaneat expects employees to use their common sense in dressing for work. The directors and line managers will be the sole judge of what is and is not appropriate for the purposes of this policy.
3. Employees are required to be neat, clean, well-groomed and presentable whilst at work, whether working on Lebaneat's premises or elsewhere on Company business.
4. If employees do not comply with these rules, they will be subject to disciplinary action. In addition, and depending on the circumstances, employees may be required to go home and change their clothing. If this happens, employees will have no right to be paid for the duration of any absence from work.

Company Dress Code

5. If an Employee has been provided with a uniform must ensure that this is worn at all times during working hours, unless advised otherwise by their manager. If you have not been provided with a uniform you must wear a black shirt, black trousers and formal black shoes. Uniforms and work wear must always be clean and worn in a presentable fashion. The uniforms issued must not be altered in any way without Lebaneat's permission.
6. Uniforms remain the property of Lebaneat and damage or loss must be reported to their line manager or a director as soon as possible. Employees must take responsibility to ensure that good care is taken of uniforms and may be required to pay for clothing damaged or lost through negligence. In instances where a missing item would place an employee's health or safety at risk, the item(s) will be replaced immediately.
7. Hair should be neat, tidy and well-groomed. Long Hair must be tied back. Unconventional styles and extreme and unnatural hair colours are not acceptable.
8. Excessive and visible tattoos and body piercing are not considered appropriate for Lebaneat's professional work environment and so should be covered whilst at work.



SECTION 10 -IT AND COMMUNICATIONS SYSTEMS POLICY

1. ABOUT THIS POLICY

- 1.1 Our IT and communications systems are intended to promote effective communication and working practices within our organisation. This policy outlines the standards you must observe when using these systems, the circumstances in which we will monitor your use, and the action we will take in respect of breaches of these standards.
- 1.2 This policy covers all employees, officers, external consultants, contractors, casual workers, agency workers and anyone who has access to our IT and communication systems.
- 1.3 Misuse of IT and communications systems can damage the business and our reputation. Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. PERSONNEL RESPONSIBLE FOR THE POLICY

- 2.1 A director has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework.
- 2.2 A director will deal with requests for permission or assistance under any provisions of this policy, and may specify certain standards of equipment or procedures to ensure security and compatibility.

3. EQUIPMENT SECURITY AND PASSWORDS

- 3.1 You are responsible for the security of any equipment allocated to or used by you, and must not allow it to be used by anyone other than in accordance with this policy.
- 3.2 You are responsible for the security of any computer terminal used by you. You should lock your terminal or log off when leaving it unattended or on leaving the office, to prevent unauthorised users accessing the system in your absence. Anyone who is not authorised to access our network should only be allowed to use terminals under supervision.
- 3.3 Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting a director.
- 3.4 You should use passwords on all IT equipment, particularly items that you take out of the office. You must keep your passwords confidential and change them regularly. You must not use another person's username and password or make available or allow anyone else to log on using your username and password unless authorised by a director. On the termination of employment (for any reason) you must provide details of your passwords to a director and return any equipment, key fobs or cards.
- 3.5 If you have been issued with a laptop, PDA or BlackBerry, you must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. You should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

4. SYSTEMS AND DATA SECURITY



- 4.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 4.2 You must not download or install software from external sources without authorisation from a director. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked by a director before they are downloaded. If in doubt, staff should seek advice from a director.
- 4.3 You must not attach any device or equipment to our systems without authorisation from a director. This includes any USB flash drive, MP3 or similar device, PDA or telephone, whether connected via the USB port, infra-red connection port or in any other way.
- 4.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources or an e-mail which appears suspicious (for example, if it contains a file whose name ends in .exe). Inform a director immediately if you suspect your computer may have a virus. We reserve the right to delete or block access to e-mails or attachments in the interests of security. We also reserve the right not to transmit any e-mail message.
- 4.5 You should not attempt to gain access to restricted areas of the network, or to any password-protected information, except as authorised in the proper performance of your duties.
- 4.6 If you use laptops or wi-fi enabled equipment, you must be particularly vigilant about its use outside the office and take such precautions as we may require from time to time against importing viruses or compromising system security. The system contains information which is confidential to our business and/or which is subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data Protection Policy.

5. E-MAIL

- 5.1 Although e-mail is a vital business tool, you should always consider if it is the appropriate method for a particular communication. Correspondence with third parties by e-mail should be written as professionally as a letter. Messages should be concise and directed only to relevant individuals. Our standard disclaimer should always be included. Hard copies of e-mails should be kept on the appropriate file.
- 5.2 You should access your e-mails at least once every working day, stay in touch by remote access when travelling in connection with our business, and use an out of office response when away from the office for more than a day. You should endeavour to respond to e-mails marked "high priority" within 24 hours.
- 5.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, or otherwise inappropriate e-mails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via e-mail should inform their line manager or a director.
- 5.4 You should take care with the content of e-mail messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Staff should assume that e-mail messages may be read by others and not include anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain.
- 5.5 E-mail messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an e-mail cannot be recovered for the purposes of disclosure. All e-mail messages should be treated as potentially retrievable, either from the main server or using specialist software.
- 5.6 In general, you should not:
 - (a) send or forward private e-mails at work which you would not want a third party to read;



- (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
- (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to those who do not have a real need to receive them;
- (d) sell or advertise using our communication systems or broadcast messages about lost property, sponsorship or charitable appeals;
- (e) agree to terms, enter into contractual commitments or make representations by e-mail unless appropriate authority has been obtained. A name typed at the end of an e-mail is a signature in the same way as a name written at the end of a letter;
- (f) download or e-mail text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
- (g) send messages from another person's e-mail address (unless authorised) or under an assumed name; or
- (h) send confidential messages via e-mail or the internet, or by other means of external communication which are known not to be secure.

5.7 You should return any wrongly-delivered e-mail received to the sender.

5.8 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.

6. USING THE INTERNET

6.1 When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. If the website is of a kind described in paragraph 8.2, such a marker could be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature. This is further considered under paragraph 8.

6.2 You should not access any web page or download any image, document or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.

6.3 You should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, even in your own time.

6.4 The following must never be accessed from the network: online radio, audio and video streaming, instant messaging and webmail (such as Hotmail or Yahoo) and social networking sites (such as Facebook, Bebo, Second Life, YouTube, Twitter). This list may be modified from time to time.

7. MONITORING

7.1 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, use of our systems including the telephone and computer systems, and any personal use of them, may be continually monitored by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.



7.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):

- (a) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
- (b) to find lost messages or to retrieve messages lost due to computer failure;
- (c) to assist in the investigation of alleged wrongdoing; or
- (d) to comply with any legal obligation.

8. PROHIBITED USE OF OUR SYSTEMS

8.1 Access is granted to the internet, telephones and other electronic systems for legitimate business purposes only. Incidental personal use is not permissible.

8.2 Misuse of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some circumstances be a criminal offence. In particular, misuse of the e-mail system or inappropriate use of the internet by participating in online gambling or chain letters or by creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):

- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- (c) a false and defamatory statement about any person or organisation;
- (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
- (e) confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
- (f) any other statement which is likely to create any criminal or civil liability (for you or us); or
- (g) material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

8.3 Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in the Disciplinary Procedure. If necessary such information may be handed to the police in connection with a criminal investigation.



SECTION 11 - CHALLENGE 25 POLICY

The sale of alcohol to a child or young person (that is to say, a person aged under 18) is an offence which may lead to a fine of up to £5,000 and/or a term of imprisonment not exceeding three months. Such a sale will also lead to a review of the premises licence and could result in the licence being suspended or revoked.

Lebaneat operate an 'age verification policy' which applies to every employee who may be involved in the sale or service of alcohol. Under the terms of the policy you must require production of an acceptable proof-of-age document if you are in any doubt at all as to whether a person seeking to buy alcohol is less than 25 years of age.

Only the following documents are acceptable for proof-of-age purposes:

- a) A passport
- b) A European Union photocard driving licence
- c) A Ministry of Defence Form 90 (Defence Identity Card)
- d) A photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram
- e) A national identity card issued by a European Union member state (other than the United Kingdom), Norway, Iceland, Liechtenstein or Switzerland, or
- f) A Biometric Immigration Document.

If no such document is produced or if you have a suspicion that the document presented is not genuine, or has been tampered with or has been altered, then you must refuse the sale or refuse to authorise the sale.

A failure to comply with this policy will be treated as gross misconduct and may lead to summary dismissal.



SECTION 12 - ANTI-CORRUPTION AND BRIBERY POLICY

1. POLICY STATEMENT

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.
- 1.2 We will uphold all laws relevant to countering bribery and corruption. However, we remain bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

2. ABOUT THIS POLICY

- 2.1 The purpose of this policy is to:
- (a) set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
 - (b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
- 2.2 It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.
- 2.3 In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.
- 2.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

3. WHO MUST COMPLY WITH THIS POLICY?

This policy applies to all persons working for us or any Group Company or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

4. WHAT ARE BRIBERY AND CORRUPTION?

- 4.1 **Bribery** is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.
- 4.2 An **advantage** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.
- 4.3 A person acts **improperly** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.



4.4 Corruption is the abuse of entrusted power or position for private gain.

Examples:

Offering a bribe

You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

Receiving a bribe

A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

Bribing a foreign official

You arrange for the business to pay an additional "facilitation" payment to a foreign official to speed up an administrative process.

The offence of bribing a foreign public official is committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

5. WHAT YOU MUST NOT DO

It is not acceptable for you (or someone on your behalf) to:

- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- (b) give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- (c) accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it will provide a business advantage for them or anyone else in return;
- (d) accept hospitality from a third party that is unduly lavish or extravagant under the circumstances;
- (e) offer or accept a gift to or from government officials or representatives, or politicians or political parties;
- (f) threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (g) engage in any other activity that might lead to a breach of this policy.

6. FACILITATION PAYMENTS AND KICKBACKS



- 6.1 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.
- 6.2 **Facilitation payments**, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK, but are common in some other jurisdictions.
- 6.3 **Kickbacks** are typically payments made in return for a business favour or advantage.
- 6.4 You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the compliance manager.
- 7. GIFTS, HOSPITALITY AND EXPENSES**
- 7.1 This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:
- (a) establishing or maintaining good business relationships;
 - (b) improving or maintaining our image or reputation; or
 - (c) marketing or presenting our products and/or services effectively.
- 7.2 The giving and accepting of gifts is allowed if the following requirements are met:
- (a) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
 - (b) it is given in our name, not in your name;
 - (c) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
 - (d) it is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas;
 - (e) it is given openly, not secretly; and
 - (f) it complies with any applicable local law.
- 7.3 Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.
- 7.4 Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.
- 7.5 We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.
- 8. DONATIONS**



- 8.1 We do not make contributions to political parties.
- 8.2 We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the board.

9. RECORD-KEEPING

- 9.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- 9.2 You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.
- 9.3 You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.
- 9.4 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

10. YOUR RESPONSIBILITIES

- 10.1 You must ensure that you read, understand and comply with this policy.
- 10.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 10.3 You must notify your manager or the board as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in paragraph 14.

11. HOW TO RAISE A CONCERN

- 11.1 You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.
- 11.2 If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your line manager or A director as soon as possible.
- 11.3 If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your manager or a director.

12. PROTECTION

- 12.1 Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 12.2 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you



should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

13. BREACHES OF THIS POLICY

- 13.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 13.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

14. POTENTIAL RISK SCENARIOS: "RED FLAGS"

The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to your manager:

- (a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- (b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- (c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- (d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a third party requests that a payment is made to "overlook" potential legal violations;
- (i) a third party requests that you provide employment or some other advantage to a friend or relative;
- (j) you receive an invoice from a third party that appears to be non-standard or customised;
- (k) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided; or
- (l) you are offered an unusually generous gift or offered lavish hospitality by a third party.



SECTION 13 – DATA PROTECTION POLICY

We recommend that every employee must read this policy because it gives important information about:

- the data protection principles with which the Company must comply;
- what is meant by personal information (or data) and sensitive personal information (or data);
- how we gather, use and (ultimately) delete personal information and sensitive personal information in accordance with the data protection principles;
- where more detailed privacy information can be found, for example about the personal information we gather and use about you, how it is used, stored and transferred, for what purposes, the steps taken to keep that information secure and for how long it is kept;
- your rights and obligations in relation to data protection; and
- the consequences of failure to comply with this policy.

1 Introduction

- 1.1 The Company obtains, keeps and uses personal information (also referred to as data) about job applicants and about current and former employees, temporary and agency workers, contractors, interns, volunteers and apprentices for a number specific lawful purposes, as set out in the Company's data protection privacy notices relating to recruitment and employment, which are available on request.
- 1.2 This policy sets out how we comply with our data protection obligations and seek to protect personal information relating to our workforce. Its purpose is also to ensure that staff understand and comply with the rules governing the collection, use and deletion of personal information to which they may have access in the course of their work.
- 1.3 We are committed to complying with our data protection obligations, and to being concise, clear and transparent about how we obtain and use personal information relating to our workforce, and how (and when) we delete that information once it is no longer required.
- 1.4 The Operations Manager is responsible for informing and advising the Company and its staff on its data protection obligations, and for monitoring compliance with those obligations and with the Company's policies. If you have any questions or comments about the content of this policy or if you need further information, you should contact the Operations Manager.

2 Scope

- 2.1 This policy applies to the personal information of job applicants and current and former staff, including employees, temporary and agency workers, interns, volunteers and apprentices.
- 2.2 Staff should refer to the Company's data protection privacy notice and, where appropriate, to its other relevant policies including in relation to IT and communication systems and social media policy, which contain further information regarding the protection of personal information in those contexts.
- 2.3 We will review and update this policy in accordance with our data protection obligations. It does not form part of any employee's contract of employment and we may amend, update or supplement it from time to time. We will circulate any new or modified policy to staff when it is adopted.



3 Definitions

criminal records information	means personal information relating to criminal convictions and offences, allegations, proceedings, and related security measures;
data breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal information;
data subject	means the individual to whom the personal information relates;
personal information	(sometimes known as personal data) means information relating to an individual who can be identified (directly or indirectly) from that information;
processing information	means obtaining, recording, organising, storing, amending, retrieving, disclosing and/or destroying information, or using or doing anything with it;
pseudonymised	means the process by which personal information is processed in such a way that it cannot be used to identify an individual without the use of additional information, which is kept separately and subject to technical and organisational measures to ensure that the personal information cannot be attributed to an identifiable individual;
sensitive personal information	(sometimes known as 'special categories of personal data' or 'sensitive personal data') means personal information about an individual's race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership (or non-membership), genetics information, biometric information (where used to identify an individual) and information concerning an individual's health, sex life or sexual orientation.

4 Data protection principles

- 4.1 The Company will comply with the following data protection principles when processing personal information:
- 4.1.1 we will process personal information lawfully, fairly and in a transparent manner;
 - 4.1.2 we will collect personal information for specified, explicit and legitimate purposes only, and will not process it in a way that is incompatible with those legitimate purposes;
 - 4.1.3 we will only process the personal information that is adequate, relevant and necessary for the relevant purposes;
 - 4.1.4 we will keep accurate and up to date personal information, and take reasonable steps to ensure that inaccurate personal information are deleted or corrected without delay;
 - 4.1.5 we will keep personal information in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the information is processed; and
 - 4.1.6 we will take appropriate technical and organisational measures to ensure that personal information are kept secure and protected against unauthorised or unlawful processing, and against accidental loss, destruction or damage.

5 Basis for processing personal information

- 5.1 In relation to any processing activity we will, before the processing starts for the first time, and then regularly while it continues:
- 5.1.1 review the purposes of the particular processing activity, and select the most appropriate lawful basis (or bases) for that processing, ie:
 - (a) that the data subject has consented to the processing;
 - (b) that the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;



- (c) that the processing is necessary for compliance with a legal obligation to which the Company is subject;
 - (d) that the processing is necessary for the protection of the vital interests of the data subject or another natural person; or
 - (e) that the processing is necessary for the performance of a task carried out in the public interest or exercise of official authority; or
 - (f) that the processing is necessary for the purposes of legitimate interests of the Company or a third party, except where those interests are overridden by the interests of fundamental rights and freedoms of the data subject—see clause 5.2 below.
- 5.1.2 except where the processing is based on consent, satisfy ourselves that the processing is necessary for the purpose of the relevant lawful basis (ie that there is no other reasonable way to achieve that purpose);
- 5.1.3 document our decision as to which lawful basis applies, to help demonstrate our compliance with the data protection principles;
- 5.1.4 include information about both the purposes of the processing and the lawful basis for it in our relevant privacy notice(s);
- 5.1.5 where sensitive personal information is processed, also identify a lawful special condition for processing that information (see paragraph 6.2.2 below), and document it; and
- 5.1.6 where criminal offence information is processed, also identify a lawful condition for processing that information, and document it.
- 5.2 When determining whether the Company's legitimate interests are the most appropriate basis for lawful processing, we will:
- 5.2.1 conduct a legitimate interests assessment (LIA) and keep a record of it, to ensure that we can justify our decision;
 - 5.2.2 if the LIA identifies a significant privacy impact, consider whether we also need to conduct a data protection impact assessment (DPIA);
 - 5.2.3 keep the LIA under review, and repeat it if circumstances change; and
 - 5.2.4 include information about our legitimate interests in our relevant privacy notice(s).

6 Sensitive personal information

- 6.1 Sensitive personal information is sometimes referred to as 'special categories of personal data' or 'sensitive personal data'.
- 6.2 The Company may from time to time need to process sensitive personal information. We will only process sensitive personal information if:
- 6.2.1 we have a lawful basis for doing so as set out in paragraph 5.1.1 above, eg it is necessary for the performance of the employment contract, to comply with the Company's legal obligations or for the purposes of the Company's legitimate interests; and
 - 6.2.2 one of the special conditions for processing sensitive personal information applies, eg:
 - (a) the data subject has given explicit consent;
 - (b) the processing is necessary for the purposes of exercising the employment law rights or obligations of the Company or the data subject;
 - (c) the processing is necessary to protect the data subject's vital interests, and the data subject is physically incapable of giving consent;
 - (d) processing relates to personal data which are manifestly made public by the data subject;
 - (e) the processing is necessary for the establishment, exercise or defence of legal claims; or
 - (f) the processing is necessary for reasons of substantial public interest.



- 6.3 Before processing any sensitive personal information, staff must notify the Operations Manager or a Director of the proposed processing, in order that either the Operations Manager or the Director may assess whether the processing complies with the criteria noted above.
- 6.4 Sensitive personal information will not be processed until:
- 6.4.1 the assessment referred to in paragraph 6.3 has taken place; and
 - 6.4.2 the individual has been properly informed (by way of a privacy notice or otherwise) of the nature of the processing, the purposes for which it is being carried out and the legal basis for it.
- 6.5 The Company will not carry out automated decision-making (including profiling) based on any individual's sensitive personal information.
- 6.6 The Company's data protection privacy notice sets out the types of sensitive personal information that the Company processes, what it is used for and the lawful basis for the processing.
- 6.7 In relation to sensitive personal information, the Company will comply with the procedures set out in paragraphs 6.8 and 6.9 below to make sure that it complies with the data protection principles set out in paragraph 4 above.
- 6.8 **During the recruitment process:** we will ensure that (except where the law permits otherwise):
- 6.8.1 during the short-listing, interview and decision-making stages, no questions are asked relating to sensitive personal information, eg race or ethnic origin, trade union membership or health;
 - 6.8.2 if sensitive personal information is received, eg the applicant provides it without being asked for it within his or her CV or during the interview, no record is kept of it and any reference to it is immediately deleted or redacted;
 - 6.8.3 any completed equal opportunities monitoring form is kept separate from the individual's application form, and not be seen by the person shortlisting, interviewing or making the recruitment decision;
 - 6.8.4 'right to work' checks are carried out before an offer of employment is made unconditional, and not during the earlier short-listing, interview or decision-making stages;
 - 6.8.5 we will only ask health questions once an offer of employment has been made unless there is a reason to make an adjustment to assist an applicant during the recruitment process.
- 6.9 **During employment:** we will process:
- 6.9.1 health information for the purposes of administering sick pay, keeping sickness absence records, monitoring staff attendance and facilitating employment-related health and sickness benefits;
 - 6.9.2 sensitive personal information for the purposes of equal opportunities monitoring and pay equality reporting; and
 - 6.9.3 trade union membership information where relevant for the purposes of staff administration and administering 'check off'.

7 Criminal records information

Criminal records information will be processed in accordance with this policy.

8 Data protection impact assessments (DPIAs)

- 8.1 Where processing is likely to result in a high risk to an individual's data protection rights (eg where the Company is planning to use a new form of technology), we will, before commencing the processing, carry out a DPIA to assess:



- 8.1.1 whether the processing is necessary and proportionate in relation to its purpose;
- 8.1.2 the risks to individuals; and
- 8.1.3 what measures can be put in place to address those risks and protect personal information.

8.2 Before any new form of technology is introduced, the manager responsible should therefore contact the Operations Manager or a Director in order that a DPIA can be carried out.

8.3 During the course of any DPIA, the employer will seek the advice of the Operations Manager or a Director and the views of employees and any other relevant stakeholders.

9 Documentation and records

9.1 We will keep written records of processing activities which are high risk, ie which may result in a risk to individuals' rights and freedoms or involve sensitive personal information or criminal records information, including:

- 9.1.1 the name and details of the employer's organisation (and where applicable, of other controllers, the employer's representative and DPO);
- 9.1.2 the purposes of the processing;
- 9.1.3 a description of the categories of individuals and categories of personal data;
- 9.1.4 categories of recipients of personal data;
- 9.1.5 where relevant, details of transfers to third countries, including documentation of the transfer mechanism safeguards in place;
- 9.1.6 where possible, retention schedules; and
- 9.1.7 where possible, a description of technical and organisational security measures.

9.2 As part of our record of processing activities we document, or link to documentation, on:

- 9.2.1 information required for privacy notices;
- 9.2.2 records of consent;
- 9.2.3 controller-processor contracts;
- 9.2.4 the location of personal information;
- 9.2.5 DPIAs; and
- 9.2.6 records of data breaches.

9.3 If we process sensitive personal information or criminal records information, we will keep written records of:

- 9.3.1 the relevant purpose(s) for which the processing takes place, including (where required) why it is necessary for that purpose;
- 9.3.2 the lawful basis for our processing; and
- 9.3.3 whether we retain and erase the personal information in accordance with our policy document and, if not, the reasons for not following our policy.

9.4 We will conduct regular reviews of the personal information we process and update our documentation accordingly. This may include:

- 9.4.1 carrying out information audits to find out what personal information the Company holds;
- 9.4.2 distributing questionnaires and talking to staff across the Company to get a more complete picture of our processing activities; and
- 9.4.3 reviewing our policies, procedures, contracts and agreements to address areas such as retention, security and data sharing.



10 Privacy notice

- 10.1 The Company will issue privacy notices from time to time, informing you about the personal information that we collect and hold relating to you, how you can expect your personal information to be used and for what purposes.
- 10.2 We will take appropriate measures to provide information in privacy notices in a concise, transparent, intelligible and easily accessible form, using clear and plain language.

11 Individual rights

- 11.1 You (in common with other data subjects) have the following rights in relation to your personal information:
- 11.1.1 to be informed about how, why and on what basis that information is processed—see the Company's data protection privacy notice;
 - 11.1.2 to obtain confirmation that your information is being processed and to obtain access to it and certain other information, by making a subject access request—see the Company's subject access request policy;
 - 11.1.3 to have data corrected if it is inaccurate or incomplete;
 - 11.1.4 to have data erased if it is no longer necessary for the purpose for which it was originally collected/processed, or if there are no overriding legitimate grounds for the processing (this is sometimes known as 'the right to be forgotten');
 - 11.1.5 to restrict the processing of personal information where the accuracy of the information is contested, or the processing is unlawful (but you do not want the data to be erased), or where the employer no longer needs the personal information but you require the data to establish, exercise or defend a legal claim; and
 - 11.1.6 to restrict the processing of personal information temporarily where you do not think it is accurate (and the employer is verifying whether it is accurate), or where you have objected to the processing (and the employer is considering whether the organisation's legitimate grounds override your interests).
- 11.2 If you wish to exercise any of the rights in paragraphs 11.1.3 please contact a director.

12 Individual obligations

- 12.1 Individuals are responsible for helping the Company keep their personal information up to date. You should let a Director know if the information you have provided to the Company changes, for example if you move house or change details of the bank or building society account to which you are paid.
- 12.2 You may have access to the personal information of other members of staff, suppliers and customers of the Company in the course of your employment or engagement. If so, the Company expects you to help meet its data protection obligations to those individuals. For example, you should be aware that they may also enjoy the rights set out in paragraph 11.1 above.
- 12.3 If you have access to personal information, you must:
- 12.3.1 only access the personal information that you have authority to access, and only for authorised purposes;
 - 12.3.2 only allow other Company staff to access personal information if they have appropriate authorisation;
 - 12.3.3 only allow individuals who are not Company staff to access personal information if you have specific authority to do so from a Director;
 - 12.3.4 keep personal information secure (eg by complying with rules on access to premises, computer access, password protection and secure file storage and destruction and other precautions set out in the Company's IT and communication systems policy;



- 12.3.5 not remove personal information, or devices containing personal information (or which can be used to access it), from the Company's premises unless appropriate security measures are in place (such as pseudonymisation, encryption or password protection) to secure the information and the device; and
 - 12.3.6 not store personal information on local drives or on personal devices that are used for work purposes.
- 12.4 You should contact a Director if you are concerned or suspect that one of the following has taken place (or is taking place or likely to take place):
- 12.4.1 processing of personal data without a lawful basis for its processing or, in the case of sensitive personal information, without one of the conditions in paragraph 6.2.2 being met;
 - 12.4.2 any data breach as set out in paragraph 15.1 below;
 - 12.4.3 access to personal information without the proper authorisation;
 - 12.4.4 personal information not kept or deleted securely;
 - 12.4.5 removal of personal information, or devices containing personal information (or which can be used to access it), from the Company's premises without appropriate security measures being in place;
 - 12.4.6 any other breach of this policy or of any of the data protection principles set out in paragraph 4.1 above.

13 Information security

- 13.1 The Company will use appropriate technical and organisational measures to keep personal information secure, and in particular to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage. These may include:
- 13.1.1 making sure that, where possible, personal information is pseudonymised or encrypted;
 - 13.1.2 ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 13.1.3 ensuring that, in the event of a physical or technical incident, availability and access to personal information can be restored in a timely manner; and
 - 13.1.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 13.2 Where the Company uses external organisations to process personal information on its behalf, additional security arrangements need to be implemented in contracts with those organisations to safeguard the security of personal information. In particular, contracts with external organisations must provide that:
- 13.2.1 the organisation may act only on the written instructions of the Company;
 - 13.2.2 those processing the data are subject to a duty of confidence;
 - 13.2.3 appropriate measures are taken to ensure the security of processing;
 - 13.2.4 sub-contractors are only engaged with the prior consent of the Company and under a written contract;
 - 13.2.5 the organisation will assist the Company in providing subject access and allowing individuals to exercise their rights in relation to data protection;
 - 13.2.6 the organisation will assist the Company in meeting its obligations in relation to the security of processing, the notification of data breaches and data protection impact assessments;
 - 13.2.7 the organisation will delete or return all personal information to the Company as requested at the end of the contract; and



13.2.8 the organisation will submit to audits and inspections, provide the Company with whatever information it needs to ensure that they are both meeting their data protection obligations, and tell the Company immediately if it is asked to do something infringing data protection law.

13.3 Before any new agreement involving the processing of personal information by an external organisation is entered into, or an existing agreement is altered, the relevant staff must seek approval of its terms by a director.

14 Storage and retention of personal information

14.1 Personal information (and sensitive personal information) will be kept securely in accordance with the Data Protection Policy.

14.2 Personal information (and sensitive personal information) should not be retained for any longer than necessary. The length of time over which data should be retained will depend upon the circumstances, including the reasons why the personal information was obtained. Staff should follow the Company's Retention Policy which set out the relevant retention period, or the criteria that should be used to determine the retention period. Where there is any uncertainty, staff should consult a director.

14.3 Personal information (and sensitive personal information) that is no longer required will be deleted permanently from our information systems and any hard copies will be destroyed securely.

15 Data breaches

15.1 A data breach may take many different forms, for example:

15.1.1 loss or theft of data or equipment on which personal information is stored;

15.1.2 unauthorised access to or use of personal information either by a member of staff or third party;

15.1.3 loss of data resulting from an equipment or systems (including hardware and software) failure;

15.1.4 human error, such as accidental deletion or alteration of data;

15.1.5 unforeseen circumstances, such as a fire or flood;

15.1.6 deliberate attacks on IT systems, such as hacking, viruses or phishing scams; and

15.1.7 'blagging' offences, where information is obtained by deceiving the organisation which holds it.

15.2 The Company will:

15.2.1 make the required report of a data breach to the Information Commissioner's Office without undue delay and, where possible within 72 hours of becoming aware of it, if it is likely to result in a risk to the rights and freedoms of individuals; and

15.2.2 notify the affected individuals if a data breach is likely to result in a high risk to their rights and freedoms and notification is required by law.

16 International transfers

16.1 The Company will not transfer personal information outside the European Economic Area (EEA), which comprises the countries in the European Union and Iceland, Liechtenstein and Norway.

17 Training

The Company will ensure that staff are adequately trained regarding their data protection responsibilities. Individuals whose roles require regular access to personal information, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.



18 Consequences of failing to comply

18.1 The Company takes compliance with this policy very seriously. Failure to comply with the policy:

18.1.1 puts at risk the individuals whose personal information is being processed; and

18.1.2 carries the risk of significant civil and criminal sanctions for the individual and the Company; and

18.1.3 may, in some circumstances, amount to a criminal offence by the individual.

18.2 Because of the importance of this policy, an employee's failure to comply with any requirement of it may lead to disciplinary action under our procedures, and this action may result in dismissal for gross misconduct. If a non-employee breaches this policy, they may have their contract terminated with immediate effect.

18.3 If you have any questions or concerns about anything in this policy, do not hesitate to contact a Director.



SECTION 14 – EMPLOYEE SEARCH POLICY

1. POLICY STATEMENT

1.1 The Company aims to build and maintain with its employees a relationship characterised by mutual trust and respect. Whilst the vast majority of employees are trustworthy, there may occasionally be employees who do not maintain the same high standards. It is important that these employees are correctly identified in order to preserve the relationship that the Company enjoys with trustworthy employees.

2. PROVISION

2.1 The Company reserves the right to carry out personal searches of employees in the workplace. These searches may form part of a random search, or may be targeted to specific individuals or departments based on specific information received by the Company.

2.2 Employees are referred to their Terms and Conditions of Employment, which give the Company authority to carry out personal searches.

2.3 Personal searches will be carried out in support of Company policies, such as the Drug and Alcohol Policies, general Company rules and to generally protect Company assets and interests.

2.4 All searches will be carried out with regard to the Company's policies on Equal Opportunities and Bullying and Harassment.

3. SEARCHES

3.1 All searches must be authorised by the Venue Manager, a Head Chef, the Operations Manager, or a Director in advance. Searches will be carried out in private by a director or line manager of the same sex as the employee being searched.

3.2 All searches will be witnessed by a senior member of staff and, where requested, the employee shall be accompanied by a colleague of his or her choosing.

3.3 Searches will be limited to asking the employee to empty his or her pockets, bag, any locker and to remove their coat, jacket or outer clothing.

3.4 A written record will be made of each search, including:

- (a) The time and date of the search;
- (b) The reason for the search;
- (c) Names of those present;
- (d) The outcome of the search;



(e) and will be signed by all parties present.

3.5 Failure to consent to a search without reasonable justification may be treated as a disciplinary matter, and will be dealt with in accordance with the Company's disciplinary procedure.



SECTION 15 – LEBANEAT CUSTOMER SERVICE

Good service is the right way to serve every customer every time. It is the invisible key product that promotes pride, commitment, attention to detail and above all, fabulous service. It is all about putting the customers first and creating the best possible experience for them in the restaurant.

1. WHAT DOES THE GOOD SERVICE MEAN TO CUSTOMERS?

- It reassures them that their best interests are at the heart of everything you do.
- It allows them to build a trusting and positive relationship with all team members.
- It makes them feel like they are getting great value for money.
- It offers them a personal and tailored service, so that they can get exactly the kind of experience they want from the restaurant.
- It gives them the confidence to know that they can get the same great experience from you and your team every time they come back for another meal.

2. WHAT DOES THE GOOD SERVICE MEAN FOR YOU?

- It builds your reputation as a professional and competent waiter/waitress.
- Allows you to develop a relationship with your customers, which should make your working shifts more enjoyable each time.
- Gives you the satisfaction of exceed the customers' expectations.
- Gives you the opportunity to work in a skilled environment where teamwork is always promoted.
- Makes your work more varied by giving you the opportunity to promote and learn a wider range of areas.

Perfect service should not only deliver a top-notch experience to your customers every time. But it should also create a simulating environment that team members can enjoy as much as their customers.

3. INTRODUCTION TO GOOD SERVICE

Good service requires advanced preparations and skills development. To be successful, preparation needs to be mental as well as physical, and there are several key areas to be considered;

- Enthusiasm
- Confidence
- Knowledge
- Skills Teamwork

Remember, a positive attitude towards service is always the best starting point. Good customer service will not only benefit your customers, but will also have a considerable positive impact on you and your role. Therefore, always try to bring an enthusiastic approach to your service development.

However, the best way to deliver high quality service, is to put yourself in customers shoes as often as possible. Always try and think "What would I want if I was a customer?". By learning to empathise with your



customers, you will quickly understand what you can do to improve their experience and be able to carry it through with confidence.

4. ENTHUSIASM

This may be an obvious point, but if you are enthusiastic about your work, it will show. Enthusiasm is infectious, and will help you other team members to get motivated, as well as reassure customers that you are doing something which you enjoy and want to be doing. If the customers notice that you are enjoying your job, they are more likely to enjoy their experience too.

Displaying enthusiasm can be done in many ways;

- Treat your team members with the same professionalism and enthusiasm that you would treat your customers, this will help to develop a great team spirit.
- Give customers your undivided attention when you are serving them. Try not to be distracted by other team members or regular customers.
- Maintain eye contact while interacting customers to develop good rapport.
- Take pride in your work by taking ownership of your area, make sure that you keep your area well prepared, well organised and easy to work around.
- Make sure that you treat the last customer of the day, the same as the first customer of the day. Try to keep your energy levels and enthusiasm up throughout your shift.
- Always smile. Smiling will put your customers at ease and encourage them to respond in the same way.

Remember - everyone has bad days, but if your work in the hospitality industry you will need to be able to leave your troubles at the door before your start your shift.

5. CONFIDENCE

Good service is all about delivering your skills in a friendly, competent and profession way. Nobody likes either working with or being served by somebody who doesn't seem to know what they are doing.

Being confident in your abilities is the best way to reassure both customers and other team members that you are competent in your role and can handle whatever is thrown at your during your shift. Confident waitering team are also proven to be;

- Better sales people - able to influence customers purchasing decision and increase revenue from sales.
- Considered more reliable by other team members. Knowing that fellow team members are doing their jobs well, allows other team members to concentrate on their own job.
- Happier in their work place.

Confidence in your work usually comes from knowing the job the well. Therefore, time invested in this training, as well as any other training and development opportunities, will help you to develop your levels of confidence. If there is any aspect of your job that you are unsure about, you should speak to your manager so that additional training can be organised.



6. SKILLS

In the same way that having knowledge will help your levels of confidence, having great skills will allow you to display your abilities to the customers and underline your professionalism.

Developing your skills will allow you to take great pride in your role and turn you into a better skilled waiter. You should always take time to think what skills you could improve, and what elements of training may need refreshing. Focus on areas that relate directly to service. This can be anything from carrying a tray with confidence through to making hot beverages.

7. TEAM WORK

To deliver great service, you need to work together as a team. If one person in your team is not functioning properly it can lead to problems for all team members, and ultimately for the customers you are serving. Great team work should always include;

- Being aware of what colleagues are doing at all times
- Turning up for your shifts on time. If you are late for work, other team members will be forced to do your job as well as their own.

Remember - team work helps to make the restaurant run smoothly and makes everyone's job more enjoyable. Not only this, the vibrant atmosphere will make the experience in your restaurant much more enjoyable for the customers too. It is important to get along and show each other the respect you would expect to receive yourself. In the end, we should all work as a team with the purpose of offering the best experience our customers can have!

8. THE CUSTOMER JOURNEY

The customer journey is the physical and emotional journey customers take from the second they enter your venue right up to the second they leave. During this journey there are many situations that occur, giving you the opportunity to impress customers with your wealth of experience, knowledge, preparation and enthusiasm for exceptional service.

8.1 The First Impression

The first impression that any customer gets is that of the restaurant, before they even meet a team member. If the restaurant is not presentable or set up correctly, you could ruin that vital first impression.

The only way to make a positive first impression with customers is to create and maintain a clean, professional and most of all, welcoming environment. You may not even know that this is what your customers are thinking. Don't let your restaurant break that customer chain!

8.2 The Welcome



After their first impression, for customers the welcome is the next important thing. The first way for them to be welcomed is the acknowledgement, eye contact is always the first sign that they feel they are acknowledged. Talk to them and welcome them to Lebaneat. Key points to remember about the welcome:

- Genuine smile
- Don't look or sound dull like a robot
- Ask about THEM first
- Recognise and acknowledge regular customers
- Dress immaculately
- Greet the customers as soon as you can - Don't leave them standing at the entrance.

8.3 Seating the Customer

Seating customers can be broken down into simple steps that are easy to follow.

This is the first chance you have to really show each customer how professional the Lebaneat team really is, so it is important to get it right! This is the point of contact when customers make the decision on how good you are at your job, and how much confidence they can invest in you.

Here are some key tips for seating your customers successfully;

- Know your free tables that have not been booked in advance.
- Think about the customer, and where they might be most comfortable
- Let them know why you suggested this table for them
- Offer them a choice of tables if available.
- Always check if this table is ok for them.

8.4 Taking & Delivering Orders to Tables

This is the point that customers feel excited. They are sitting comfortably and the next thing they need is a drink in their hand! It is for this reason customers should always receive their drinks before their meals. Remember that this is all down to team work, so always try to be as clear and specific as possible when taking peoples orders.

From a customer's perspective, the arrival of the food is usually the best moment of the meal. Remember, we tend to "eat with our eyes", so make sure that the food looks as good as it did when it left the kitchen.

8.5 Check Back

To find out how customers are enjoying their food you should always ask them. This is known as the 'Check Back'. When would be the most appropriate time to check back on a table?

- Just after you finishes putting the plates down on the table
- 1/2 of the way through their meal
- When they have finished



Remember, if you ask a customer how their food is, you should always be prepared to help if there is a problem.

During the check back, it is a great opportunity to ask the customers if they would like any more drinks, which again can enhance their experience.

8.6 Pacing the Customer Journey

As a host you need to offer the same great level of service to everyone. At the same time, you need to be able to recognise that different customers have different needs. Some may be there for a lingering meal, while others may be grabbing a quick bite on their way to a show or before the train! Always put yourself in the customers shoes - how would YOU want to be treated?

Remember - timing is often what makes the difference between a good meal, and a great meal. Customers will never notice if it is a good meal, but will always notice if it is a bad meal!

8.7 Completing Service

The end of the meeting and the farewell is the final moment of truth - this should create a lasting memory in the minds of your customers, so you must make sure that they leave after exceptional service!

No matter how great your service is, you can ruin all the good work you have done by ending the customers journey on a negative note. You must always make sure that customers are looked after right up to the moment they leave your restaurant.

Remember it is everyone's responsibility to say goodbye to the customers - it is better they hear it three times than not at all!

8.8 Communications

To build this rapport, you need to have great communication skills. Front of house people often tend to think that they are great natural communicators, but like any other skill it is something that we can all improve upon with practice. Effective communication is so much more than the words you say.

Did you know that body language is the most powerful and effective form of communication? If customers notice this, they may feel that you don't care or don't want to be here. No matter how you are feeling, you should always make sure that your body language is positive and welcoming. Stand up straight, look customers in the eyes, and most of all smile!

Vocal communication is all about how we use our voices. A single word can mean many different things, depending on how we say it. Successful vocal communication is all about finding balance - not too loud and not too quiet.



8.9 Listening

Listening is one of the most difficult of all communication skills and takes a lot of practice, but it is very important to get it right. Why? If you do not listen correctly, you may get orders wrong, leading to irritated customers and lots of wasted time, not to mention all the wasted food and drink!

Here are some tips to help improve your listening skills:

- Stop talking, as you can't talk and listen at the same time!
- Look directly at the speaker and listen to their body language
- Do not predict what the speaker will say, prepare a response before they have finished, and do not interrupt them.
- Concentrate on what is being said. Ignore the surroundings and possible distractions.

By far the best way to improve is to practice! Practice with other team members by reading out long orders and seeing how much everyone can remember/write down.

8.10 Empathising with Customers

To empathise with your customers, you need to show that you understand how they are feeling. The most effective way of doing this is by reading their body language and listening to the way which they speak.

Knowing how your customers feel, will help you to establish if there is anything you can do to make their experience with you easier and more enjoyable. Understanding that communication is a two-way thing, will make you a better communicator and help you to deliver great service to every customer every time.

8.11 Team Communications

Communicating effectively with other team members is just as important as communicating with customers. Here are some key tips to help you communicate better with other team members;

- Empathise with other team members and remember that they may have different pressures and challenges - try to put yourself in their shoes.
- Communicate at every opportunity.
- Speak efficiently - be brief, to the point and clear.
- Speak to other team members in the same way that you would speak to customers, even if you are under pressure.
- Look at the team members when you are speaking to them.

Working together as a team will make everyone's life easier and more enjoyable in the work place.

9. SERVICE SKILLS

Having great service skills is a great way of showing the world how professional you are. If you can deliver, serve and clear food and drinks effectively. you will immediately build trust with your customers, who will feel that they are being very well looked after.



Remember the best hosts make service look effortless! The best compliment you can get is that your customers didn't even notice how good you were - this means that you have caused so little interruption that they didn't even see you going about your work!

9.1 Tray Handling

Trays should be used to both carry and clear food and drinks away when customers have finished. It makes you look a lot more professional, not to mention making your life easier!

The most important thing to bear in mind when loading and unloading a tray is balance. Here are some quick tips to help you make sure that your trays are always well balanced and easy to carry:

1. The most stable part of the tray is the centre - always start to put the glasses into the middle of the tray, and try to put the heaviest items there first.
2. If you put something on one side, you should try to put something of a similar weight on the other side to try and balance it out.
3. Remove items from the tray carefully to ensure that the good balance is maintained. You should try to unload the tray in the opposite order which you loaded it (the lightest/outside items first).
4. Be careful of customers or other team members taking things off the tray whilst you are carrying it. This can unbalance the tray and cause it to tip!

Remember practice makes perfect! With time, the tray will start to feel like an extension of your hand!

9.2 Plate Carrying

Our chefs take a lot of trouble to make the food that they prepare look great. It is your responsibility to make sure that it still looks good by the time that it gets to the table! The most efficient way to carry plates is using the open hand method. Carrying plates using the open hand method makes you look professional and saves time, as it allows you to carry lots of plates at once. It is also the method used for clearing plates, so it is a very important skill to master.

9.3 Table Clearing

Having the table cleared is usually one of the least pleasant parts of the meal for our customers. If it is not done well, it can interrupt their evening, particularly if they must watch plates being scraped clumsily in front of them!

The key to good table clearing is to get the plates off the table as quickly as possible, and doing as little as possible in view of customers. Just as with plate carrying, the open hand method is the most efficient method of clearing tables.

9.4 Serving Drinks



When serving drinks, a tray should be used at all times to ensure the professional image within the work place. When moving a drink on/off of the tray, always avoid touching the top half of the glass, this top half belongs to the customer, while the bottom half belongs to us! If the customers see you touching the top half of their glass they will be unhappy, as they have to drink from the side of the glass. Always try to pick up the glass from the bottom half to avoid customers feeling their glass is unhygienic.

10. GUIDED SALES

Did you know that the majority of people do not know what they want to order when they first walk into a bar or restaurant? This gives you a perfect opportunity to demonstrate your service skills and help them to find the food and drinks that they will most enjoy.

Asking the customers simple questions can be a quick way to narrow down what they may be interested in. This will save you time and will also help you to make recommendations based on their references.

You can also tempt customers towards certain products by selling them. This involves using your skills of persuasion to convince the customers that they will enjoy a product, just by describing it so well that they can almost taste the product in their mouth!

Guiding your customers should always be seen as a great service rather than a sales technique. You should always make sure that you are putting customers first when making recommendations.

11. SALES & PRODUCT KNOWLEDGE

Customers often need help and guidance on what is available to eat and drink in the restaurants. Having food and drink menus to support you is very useful, but your knowledge should go beyond this, so that you can provide additional information and recommendations.

Taking time to find out a bit more about the food and drink in the restaurant will help you to enhance the level of service you provide to your customers, and make you better at your job! Not forgetting, if something is out of stock, always try to offer the customer the most similar alternative!

12. ALLERGENS

Customers with allergies or dietary requirements must be treated seriously. You do not know when the customer is keeping a gluten-free diet or has a severe allergy, and you do not want to risk it!

- Know the ingredients of all items before you recommend any dish and make sure customers are given the allergen menus.
- All allergy requests must be prepared separately, and no contamination should occur at any point!



If at any point in doubt, ask the manager! Treat this matter seriously because you can cause somebody real harm!

13. MAXIMISING OPPORTUNITIES

As a host it is your responsibility to ensure that the customers get everything that they could possibly want. At the same time this means increasing revenue by maximising every opportunity. One of the most effective ways of doing this is optimisation. This means making the most out of every sale where appropriate.

Remember that you should always put the customers first, and should only offer something additional if it is in their best interest. Further to this, you should always make sure that you offer allergen free products to anyone who has an allergy, please refer to the allergy list for further information.

One of the easiest ways to increase sales is to offer more drinks at the table. The best time to do this is when the customer is around 2/3 of the way through their drink. By doing it at this time, customers are more likely to accept another drink than they will want if we wait until their glass is empty.

14. KEY POINTS TO REMEMBER

- Always control yourself and be polite! Do not raise your voice to the customer, do not swear, do not be rude, do not insult the customer. If you find yourself in a situation you do not know how to control, bring it to the attention of the management immediately!
- Know the menu! In order for you to serve the customers, you need to know the menu, the contents of each dish, their allergens and everything that comes with our dishes. If at any point you do not the answer to an inquiry, excuse yourself politely and ask a member of the management or the head chef about the customer's question.
- Always open the door for the customers both when they are coming in and when they are going. Do not let one customer leave the venue without being told thank you!
- Any requests the customers make, and are reasonable, must be met! For example, removing the wheat from Kibbeh is a request that cannot be performed due to the nature of the dish. However, serving a dish with half chips half rice, or a gluten free wrap, are requests that cannot be denied! If you ever are in doubt, ask a member of the management.
- When taking drinks orders, always ask if the customer requires ice or lemon and inform the bar accordingly. Always remove the drinks menus from the table after the customers have ordered! In addition, make sure you do not forget about table water. Always ask customers if they would like another drink or to try something different, and if you see anything wrong (i.e. drink barely touched), ask the customer if everything is alright for them.
- When you take any orders, whether drinks or meals, they must be added to the till first and printed! Unless there is a ticket, there is no confirmation of order. A member of the staff is not allowed to pass an order verbally to another member of the staff, as there will be no record. If you are the one responsible for the bar, you must not complete any order unless you have been given a till ticket. Similarly, each dish must be printed for



the kitchen, and takeaway orders must always be accompanied by their till tickets showing the items and total price, in addition to the details of the customer.

- Always check on the customer whether the food is tasty, whether they need any dips, salt, pepper, vinegar, or anything else. During the time customers are eating, you should always make sure they are enjoying their meals without being intrusive.
- If half the meal is left on the plate, always ask the customer if they would like it for takeaway. We hate waste and we like the plates to be empty. If they refuse to have it, make sure they enjoyed it!
- During the service, always place the glasses and plates quietly on the table. Be careful with hot beverages or meals as you do not want to cause any harm to the customer. If you believe something is too much for you (e.g. plates are too heavy), do not attempt to carry more, but rather excuse yourself and after finishing cleaning the plates, come back and clear the table.
- Never assume the customer does not want change for his payment. Rather than asking 'Would you need change?', take the bill and say, 'I will get you the change straight away.'. After this, there are two possible scenarios. The customer will either say 'Thank you' (i.e. you must give change) or 'keep the change'. By doing this, you did not pressure the customer into leaving tips, which is never a good feeling to have. However, you might want to have an idea of the amount payable.
- Whenever you feel you need any guidance or help, feel free to speak to a member of the management. Trust us, we have all been there and it helped us gain more experience.
- Always meet the requests of the customers!





STATEMENT OF TERMS OF EMPLOYMENT

This document sets out the main terms of your employment with Sayed Trading Limited t/a Lebaneat, a company registered in England and Wales under company number 10044006 and whose registered address is Ground Floor, Finchale House, Belmont Business Park, Durham, England, DH1 1TW ("the Company"). It includes the information which you are entitled to receive by Section 1 of the Employment Rights Act 1996.

1 Date of Issue

2 Name and Address of Employee

3 Commencement of Employment

3.1 Your period of continuous employment with us began on **[INSERT COMMENCEMENT DATE]** ('the Employment').

3.2 No employment with a previous employer counts as part of your period of continuous employment.

3.3 In accepting your appointment it shall be deemed that you have accepted all the terms and conditions set out in this Contract of Employment.

3.4 This Contract of Employment annuls any previous agreement whether verbal or written given to you at any time.

4 Place of Work

4.1 You will be required to carry out work from **[INSERT LOCATION]**.

4.2 You may also be required to work at another location owned by the Company, or any associated company, as directed and within reasonable travelling distance.

5 Collective Agreements

5.1 There are no collective agreements relevant to your employment.

6 Job Title/Duties

6.1 You are employed as a **[job title]**. You are responsible to the Operations Manager and the Directors. You are required to perform all duties associated with the position and to carry out all reasonable instructions given to you.

6.2 Because of the nature of our business, flexibility is important and you may be asked to carry out other duties either temporarily or permanently. We will not ask you to perform duties which are unsuitable for you having regard to your skills, abilities, experience and the availability of training.

6.3 If you are a new starter, the first six months of your employment will be a probationary period. During this period, your performance will be monitored. During the first month of your employment your termination period will be **[one week]**. Thereafter, we or you will be entitled to terminate your employment during or at the end of the probationary period on **[one months notice]**. Your probationary period may be extended at the discretion of the operations manager or director.

7 Remuneration

7.1 You will be paid monthly in arrears based on your annual salary of £[INSERT SALARY]. You will be paid by credit transfer into your bank or building society on or around the [date] day of each month.

7.2 Your salary will be reviewed annually entirely at our discretion and depending upon business conditions. There is no guarantee of an increase.

8 Hours of Work

8.1 [Your normal working hours and days will be determined as per the staff rota, which will be issued on a monthly basis in advance of your scheduled shifts] OR [You are required to work from 8:00am/9:00am to 5:00pm/6:00pm five days each week on such days as allocated on the staff rota]. It is your responsibility to ensure that you review the staff rota or obtain details of your working hours from the Manager or a director in advance of your scheduled shifts.

8.2 You are required to work such additional hours as are necessary for the proper performance of your duties and as directed by management. Overtime will not normally be paid for salaried staff. In exceptional circumstances overtime may be paid where prior authorisation has been given by a director.

8.3 On each day that you work for six hours or more you will be entitled to a 30 minute break to be taken at a time agreed with the Operations Manager or Director.

9 Holiday Entitlement

9.1 The Company's holiday year runs from 1 January to 31 December.

9.2 You are entitled to 5.6 weeks holiday in each complete calendar year inclusive of statutory and public holidays, pro rata in accordance with the staff rota (which equates to 28 days for full-time staff working five days a week). This entitlement provides for all statutory and public holidays which you may be required to work according to the staff rota.

9.3 During the first year of your employment you will accrue holidays on the basis of 1/12th of your annual entitlement for each complete month worked. This entitlement is subject to the following clauses and shall be taken at times to be agreed with a director. Such agreement is to be obtained before you have committed yourself to bookings or any other alternative positive arrangements.

9.4 You must give a minimum of six weeks' notice of any holiday request and obtain approval of proposed holiday dates in advance from the operations manager or a director. You will not be allowed to take holidays on Fridays, Saturdays or for more than two weeks at any one time, save at the Company's discretion. We will not unreasonably refuse any holiday requests but we may be required to do so where the business is particularly busy or where we are short staffed. In particular, you will not ordinarily be permitted to take holidays during the University term times. It is important that you give as much notice as possible of any holidays so that we can plan staff cover and seek to accommodate your request. You must not book holidays until your request for approval has been formally agreed.

9.5 It is important that you use your holiday entitlement in the year which it becomes due since you will not be permitted to carry over unused holiday entitlement into a following holiday year except with the express written consent of a director. You will not be entitled to payment for any unused holiday entitlement except with the express written consent of a director.

9.6 You may only take annual leave during the following periods, other than in exceptional circumstances and with the express permission of the [operations manager and/or director]:

9.6.1 1 January to 15 January;

9.6.2 15 March to 15 April;

9.6.3 15 July to 15 September; and

9.6.4 15 December to 31 December.

9.7 If you leave our employment, you will be entitled to your pro-rata holiday entitlement (accrued based on each complete month of service) in the holiday year in which you leave. We may require you to take your accrued holiday entitlement during your notice period. If on the termination of your employment you have untaken holiday entitlement, we will pay you in lieu based on your normal rate of pay for the untaken entitlement.

9.8 If on the termination of your employment you have taken more holiday than your accrued entitlement in the holiday year, you will be required to repay the value of the excess holiday taken and we shall deduct the amount due from wages or terminal payments owing to you.

10 Sickness Absence

10.1 You must notify us prior to the commencement of your shift if you are unable to attend at work because of sickness. You are required to make contact by telephone in person and to speak to the Operations Manager or a director rather than by using text or communicating through any other means or member of staff. If a director is unavailable you must inform your line manager or another senior member of staff. You must inform a director as soon as possible of any change in the date of your expected return to work.

10.2 A self-certification form should be completed for absences of up to seven days. The form must be provided to a director on or before the seventh date of your absence or, if you return to work earlier, upon your return.

10.3 For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work ('Fit Note')/Medical Certificate and send this to a director. A new Fit Note/Medical Certificate should be sent periodically immediately upon the earlier note expiring.

10.4 For absences of more than seven days you are required to keep the directors informed of your condition and anticipated date of return to work. You must be covered by a valid sick note at all times.

10.5 Failure to provide these certificates or to notify us or keep us informed of your illness may mean that you will not be entitled to sick pay and will amount to unauthorised absence which may lead to disciplinary action being taken against you. A failure to follow the reporting procedures above may also lead to disciplinary action.

11 Recommencing Work

11.1 The nature of our business requires high levels of hygiene and we are all required to strive to minimise the risk of infection and illness. As a result, before recommencing work, you must tell a director if you are currently suffering from, or have recently suffered from, any of the following:

11.1.1 Enteric fever (typhoid and paratyphoid);

11.1.2 Infections caused by other types of salmonella, shigella (dysentery), VTEC E.coli (0157), cholera (vibrio);

11.1.3 Hepatitis and jaundice;

11.1.4 Diarrhoea and/or vomiting;

11.1.5 Stomach and bowel disorders;

11.1.6 Skin conditions (e.g. infected cuts, boils, eczema, dermatitis);

11.1.7 Bronchitis, productive coughs, colds or flu;

11.1.8 Disease and/or discharge from ears, nose, eyes, mouth and gums; or

11.1.9 Any other infectious disease or illness.

11.2 Before commencing work, you must tell a director or your line manager if you have suffered from any of the above conditions whilst away from work for whatever reason e.g. on holiday, day off, weekend, etc.

11.3 Before commencing work, you must tell a director or your line manager if any member of your household is unwell with recurring (i.e. more than one bout) of diarrhoea and/or vomiting.

11.4 Failure to comply with these reporting requirements may lead to disciplinary action (including dismissal).

11.5 If you have been absent by reason of any of the conditions described at 11.1 we may require you to provide a fit note from your general practitioner before you return to work. We reserve the right to place you on unpaid leave until such time as a fit note is provided to the Company.

12 Absence Levels

12.1 The Company has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.

12.2 The Company may require you to undergo a medical examination by a medical practitioner nominated by us at any stage of your employment, and you agree to authorise such medical practitioner to prepare a medical report detailing the results of the examination, which you agree may be disclosed to the Company. The Company will bear the cost of such medical examination. Such an examination will only be requested by the Company where it is reasonable to do so.

13 Sick Pay

13.1 The Company will pay statutory sick pay in accordance with the Government scheme from time to time. In exceptional circumstances a director may pay contractual sick pay for a limited duration. Where a director exercises this discretion it does not give rise to any contractual entitlement.

14 Termination of Employment

14.1 During the first month of your employment your employment may be terminated by either party giving **one weeks' notice**. During the remainder of your probationary period either party may give **one months notice**.

14.2 Where you have completed your probationary service your employment may be terminated by us giving you or you giving us **6 weeks' notice**.

14.3 There is a statutory requirement to give one weeks notice for each year of service and so, where your length of service is such that the statutory requirement exceeds the notice provision in 14.3, we shall give you 1 week's notice for each completed year of service subject to a limit of 12 weeks notice.

14.4 We reserve the right in our absolute discretion to pay your basic salary in lieu of notice.

14.5 Nothing in this Contract prevents us from terminating your employment summarily (and without payment in lieu) in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you.

14.6 On leaving employment your final pay will be forwarded on your normal pay date and when the Company property and keys are returned. In the event of a failure to return any property we reserve the right to withhold any outstanding monies to the value of the property not returned.

15 Post-termination restrictions

15.1 You undertake to the Company (for itself and as trustee and agent for each Group Company) that you will not, without the prior written consent of the Company, directly or indirectly, on your own behalf or on behalf of, or in conjunction with, any company, firm, or other person:

- 15.1.1 for a period of three months from the Termination Date, be engaged, interested or concerned whether as principal, agent, representative, partner, director, employee, joint venturer, investor, consultant or any other capacity in any Competing Business, except that you may hold up to 5% of any class of shares or securities of any company listed or dealt in on a recognised investment exchange; or
- 15.1.2 for a period of six months from the Termination Date employ or be directly involved in the employment of any Key Employee with a view to such Key Employee working for or providing services to a Competing Business; or
- 15.1.3 for a period of six months from the Termination Date, entice or solicit, or endeavour to entice or solicit, any Key Employee away from the Company or any Group Company, with a view to such Key Employee working for or providing services to a Competing Business; or
- 15.1.4 become an employee of, or provide services to, any Competing Business at the same time as, or in the three months after, any Key Employee becomes an employee of, or provides services to, that Competing Business; or
- 15.1.5 at any time after the Termination Date, represent yourself as connected with the Company or any Group Company in any capacity, other than as a former employee, or use any registered business names or trading names associated with the Company or any Group Company; or
- 15.1.6 at any time after the Termination Date, you shall not disclose, use, exploit, or reproduce any part or the whole of the recipes and or menus used by the Company or any Group Company during the Relevant Period, without the express written consent of the Company.

15.2 The duration of the restrictions in Clauses 15.1.1 to 15.1.6 will be reduced by any period of time that you have spent on Garden Leave immediately prior to the Termination Date.

15.3 You acknowledge and agree that each of Clauses 15.1.1 to 15.1.6 constitutes an entirely separate and independent restriction on you and that the duration, extent and application of each of such restrictions are no greater than is necessary for the protection of the legitimate interests of the Company. You agree that if any of such restrictions will be adjudged to be void or ineffective as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or for any other reason, but would be valid and effective if part of the wording of it was deleted and/or any period or area referred to in it reduced in time or scope, such restrictions will apply with such deletions or modifications as may be necessary to make them valid and effective.

15.4 Before accepting any offer of future employment with another employer, received during the Employment or before the expiry of the post-termination restriction in Clause 15.1 with the longest duration, you will disclose a copy of the whole of Clause 1 and relevant defined terms to the person making the offer and the prospective employer and will disclose the identity of that person to the Company as soon as possible.

15.5 If any person who is an employee or was formerly an employee of the Company or any Group Company solicits, induces or endeavours to solicit or induce you to leave the employment of the Company with a view to you taking up a position as representative, partner, director, employee, joint venturer, investor, consultant or otherwise of any Competing Business, you will immediately inform a director of the Company.

15.6 In the whole of this Clause 15:

Competing Business means any business within a two mile radius of Flat White Kitchen, which competes, or proposes to compete, with any business carried on by the Company in which you were involved (other than on a minimal basis) at any time during the Relevant Period;

Key Employee means any person employed or engaged by the Company, or any Group Company for which you were required to perform duties, at any time during the Relevant Period in a senior role or whose gross annual remuneration or fees (or, if part-time, the full-time equivalent) at the Termination Date was £30,000;

Relevant Period means the period of 12 months ending with the Termination Date;

15.7 The obligations entered into by you in this Clause 1 are given to the Company for itself and as trustee for each and any Group Company, and the Company declares that, to the extent that such obligations relate to any Group Company, the Company holds the benefit of them as trustee.

15.8 If your employment is transferred to any company, firm, person or entity other than the Company or any Group Company (Transferee Employer) pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, you will, if required, at the request and expense of the Transferee Employer, enter into an agreement with the Transferee Employer containing post-termination obligations corresponding to the obligations in the whole of Clause 15, protecting the trade secrets and business connections of the Transferee Employer.

15.9 You will, at the request and at the cost of the Company, enter into a direct agreement or undertaking with any Group Company, under which you will accept restrictions and provisions corresponding to the restrictions and provisions contained in the whole of Clause 1 (or such of them as may be considered by the Company as appropriate in the circumstances) for such period and in respect of such area as such company may reasonably require for the protection of its legitimate interests.

16 Pension

16.1 If you are eligible, the Company will auto-enrol you into a pension scheme, in accordance with the Company's pension auto-enrolment obligations.

16.2 Full details of the scheme will be provided when you are enrolled, including the minimum contribution level that you will be required to make and your right to opt out if you do not want to join the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.

16.3 The scheme is subject to its rules as may be amended from time to time, and the Company may replace the scheme with another pension scheme at any time.

17 Other Employment

17.1 You agree that while you are employed by us you will not undertake any other paid employment or provide any services on a paid basis to any other person without our prior written permission. We will not refuse permission unreasonably provided that the other work that you wish to undertake does not conflict with our business and in our view will not interfere with the standard of your performance

18 Confidential Information

18.1 You shall not during or after your employment disclose confidential information belonging to the Company. You have a personal responsibility to protect and maintain confidentiality of both Company and client information. You must not, except as authorised or required by law or your duties, reveal any confidential information relating to the Company. This obligation will continue after the termination of your employment unless and until any such information comes into the public domain other than through any breach of this provision by you.

18.2 For the avoidance of any doubt, we regard the names, addresses and personal details of our customers and employees as highly confidential. All menus and recipes use by the Company are

Initial:

also regarded as highly confidential. Such information must not be disclosed to any third party under any circumstances.

19 Maternity and Paternity Rights

The Company will comply with its statutory obligations with respect to maternity and paternity rights and rights dealing with time off for dependants. The Company's policies in this regard are available on request from a director.

20 No Smoking Policy

You are required to adhere to the Company's no-smoking policy. Smoking is strictly forbidden on the premises or in the vicinity of the premises at all times whether on duty or not. Details of this policy are available in the staff handbook.

21 Drug and Alcohol Policy

21.1 It is the responsibility of the Company to ensure, as far as reasonably practical, the health, safety and wellbeing of all employees. Employees who are under the influence of drugs and/or alcohol whilst at work may adversely affect their own safety and that of their colleagues.

21.2 If the Company has reason to believe that you are under the influence of alcohol and or drugs while at work, then the Company has the right to carry out a random breath and/or drugs test on you. Tests will only be undertaken with director authorisation. By signing this contract, you are giving your consent to this.

22 Food Handling and Hygiene Policy

You must carefully read and comply with the Company's Food Handling and Hygiene Policy which is contained in the Staff Handbook.

23 Security and Stock Control

As your appointment requires you to work with money and alcohol, you should be aware that security checks will be undertaken on a regular basis. If stock or money is unaccounted for, this may (after investigation) lead to disciplinary action being taken.

24 Right of Search

The Company may search individuals and their bags, lockers and cars if it has reasonable grounds to believe that Company goods have been taken without permission or has reasonable belief that drugs or alcohol are in your possession. By signing this contract, you are giving your consent to this.

25 Mobile Phones

Mobile phones are not allowed behind the bar and must not be used by staff in the presence of customers, with the exception of management staff.

26 Dress and Appearance

You must carefully read and comply with the Company's Dress and Appearance Policy which is contained in the Staff Handbook.

27 Staff Meals

Staff are entitled to take their meals at work where they work shifts of eight hours or more. In those circumstances, should staff wish to eat food from the restaurant they are required to make payment subject to a 10% staff discount. Meals must not be eaten where staff members are visible to customers.

28 Deduction from Wages

Initial:

You consent to the Company making deductions from your pay for the recovery of any sum owed by you to the Company. This will include (but is not limited to) the following:

- a. expense payments not accounted for or repaid;
- b. cost or repair of Company property damaged or not returned;
- c. re-imbusement of any over payment made to you.

29 Grievance Procedures and Disciplinary Procedures

The grievance and disciplinary rules applicable to your employment are set out in the Company Handbook.

30 Governing Law

These Particulars of Employment shall be governed by and construed in accordance with the laws of England and Wales.

31 Changes in Terms of Employment

As our business changes and it may be necessary from time to time to make changes in your terms of employment. We reserve the right to do so but we will not make any significant changes without first consulting with you about the changes and their effect on you. Any changes will be confirmed to you in writing within one month of when they take effect.

32 Data Protection

In agreeing to the terms of this contract you agree to the Company holding and processing, both electronically and manually, personal data about you (including sensitive personal data as defined in the General Data Protection Regulations 2016) for the operations, management, security or administration of the Company and for the purpose of complying with applicable laws, regulations and procedures.

Issued for and on behalf of Sayed Trading Limited

Signed: Date:

Employee

I hereby warrant and confirm that I am not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Company or performing any of the duties of employment referred to above. I accept the terms of this Agreement and confirm that I have access to and have read the Staff Handbook.

Signed: Date:

[Employee Name]



STATEMENT OF TERMS OF EMPLOYMENT

This document sets out the main terms of your employment with Sayed Trading Limited, a company registered in England and Wales under company number 10044006 and whose registered address is Ground Floor, Finchale House, Belmont Business Park, Durham, England, DH1 1TW ("the Company"). It includes the information which you are entitled to receive by Section 1 of the Employment Rights Act 1996, Employment Act 2002 and Working Time (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.

1. Date of Issue

2. Name and Address of Employee

3. Commencement of Employment

3.1 Your period of continuous employment with us began on [INSERT COMMENCEMENT DATE] ('the Employment').

3.2 No employment with a previous employer counts as part of your period of continuous employment.

3.3 In accepting your appointment it shall be deemed that you have accepted all the terms and conditions set out in this Contract of Employment.

3.4 This Contract of Employment annuls any previous agreement whether verbal or written given to you at any time.

4. Place of Work

4.1 You will be required to carry out work from [INSERT LOCATION].

4.2 You may also be required to work at another location owned by the Company, or any associated company, as directed and within reasonable travelling distance.

5. Collective Agreements

5.1 There are no collective agreements relevant to your employment.

6. Job Title/Duties

6.1 You are employed as a [INSERT JOB TITLE] You are responsible to the Front of House Manager OR the Head Chef, the Operations Manager and the Director. You are required to perform all duties associated with the position and to carry out all reasonable instructions given to you.

6.2 Because of the nature of our business, flexibility is important and you may be asked to carry out other duties either temporarily or permanently. We will not ask you to perform duties which are unsuitable for you having regard to your skills, abilities, experience and the availability of training.

6.3 If you are a new starter, the first six months of your employment will be a probationary period. During this period, your performance will be monitored. During the first month of your employment you or we shall be allowed to terminate your employment on one days notice. Thereafter, we or you will be entitled to terminate your employment during or at the end of the probationary period on one weeks' notice. Your probationary period may be extended at the discretion of your line manager or the operations manager or director.

7. Remuneration

7.1 You will be paid in arrears based on your gross hourly rate which shall be notified to you from time to time and will not be any less than the National Minimum Wage. You will be paid by credit transfer into your bank or building society on or around the [date] day of each month.

7.2 Your hourly rate will be reviewed annually entirely at our discretion and depending upon business conditions. There is no guarantee of any increase but, as a minimum, your hourly rate will comply with National Minimum Wage legislation at all times.

8. Hours of Work

8.1 Your normal working hours and days will be determined as per the staff rota, which will be issued on a weekly basis in advance of your scheduled shifts. It is your responsibility to ensure

that you review the staff rota or obtain details of your working hours from your line manager or a director in advance of your scheduled shifts. You are not guaranteed to be allocated any given number of hours each week and there is no guarantee that you will be allocated any hours at all during our quieter periods.

8.2 On each day that you work for six hours or more you will be entitled to a 30 minute break to be taken at a time agreed with your line manager.

9. Holiday Entitlement

9.1 The Company's holiday year runs from 1 January to 31 December.

9.2 You are entitled to 5.6 weeks holiday in each complete calendar year inclusive of statutory and public holidays calculated pro rata on hours worked in accordance with the staff rota. This entitlement provides for all statutory and public holidays which you may be required to work according to the staff rota.

9.4 You must give a minimum of six weeks' notice of any holiday request and obtain approval of proposed holiday dates in advance from the operations manager or a director. You will not be allowed to take holidays on Fridays, Saturdays or for more than two weeks at any one time, save at the Company's discretion. We will not unreasonably refuse any holiday requests but we may be required to do so where the business is particularly busy or where we are short staffed. In particular, you will not ordinarily be permitted to take holidays during the University term times. It is important that you give as much notice as possible of any holidays so that we can plan staff cover and seek to accommodate your request. You must not book holidays until your request for approval has been formally agreed.

9.5 It is important that you use your holiday entitlement in the year which it becomes due since you will not be permitted to carry over unused holiday entitlement into a following holiday year except with the express written consent of a director. You will not be entitled to payment for any unused holiday entitlement except with the express written consent of a director.

9.6 You may only take annual leave during the following periods, other than in exceptional circumstances and with the express permission of the operations manager and/or director:

9.6.1 1 January to 15 January;

9.6.2 15 March to 15 April;

9.6.3 15 July to 15 September; and

9.6.4 15 December to 31 December.

9.7 If you leave our employment, you will be entitled to your pro-rata holiday entitlement (accrued based on each complete month of service) in the holiday year in which you leave. We may require you to take your accrued holiday entitlement during your notice period. If on the termination of your employment you have untaken holiday entitlement, we will pay you in lieu based on your normal rate of pay for the untaken entitlement.

9.8 If on the termination of your employment you have taken more holiday than your accrued entitlement in the holiday year, you will be required to repay the value of the excess holiday taken and we shall deduct the amount due from wages or terminal payments owing to you.

10. Sickness Absence

10.1 You must notify us at least two hours prior to the commencement of your shift if you are unable to attend at work because of sickness. You are required to make contact by telephone in person and to speak to your line manager or the Operations Manager rather than by using text or communicating through any other means or member of staff. If your line manager or the Operations Manager is unavailable you must inform your line manager or another senior member of staff. You must inform the Operations Manager or your line manager as soon as possible of any change in the date of your expected return to work.

10.2 A self-certification form should be completed for absences of up to seven days. The form must be provided to a director on or before the seventh date of your absence or, if you return to work earlier, upon your return.

10.3 For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work ('Fit Note')/Medical Certificate and send this

to a director. A new Fit Note/Medical Certificate should be sent periodically immediately upon the earlier note expiring.

- 10.4 For absences of more than seven days you are required to keep the directors informed of your condition and anticipated date of return to work. You must be covered by a valid sick note at all times.
- 10.5 Failure to provide these certificates or to notify us or keep us informed of your illness may mean that you will not be entitled to sick pay and will amount to unauthorised absence which may lead to disciplinary action being taken against you. A failure to follow the reporting procedures above may also lead to disciplinary action.

11. Recommencing Work

- 11.1 The nature of our business requires high levels of hygiene and we are all required to strive to minimise the risk of infection and illness. As a result, before recommencing work, you must tell a director if you are currently suffering from, or have recently suffered from, any of the following:

- 11.1.1 Enteric fever (typhoid and paratyphoid);
- 11.1.2 Infections caused by other types of salmonella, shigella (dysentery), VTEC E.coli (O157), cholera (vibrio);
- 11.1.2 Hepatitis and jaundice;
- 11.1.3 Diarrhoea and/or vomiting;
- 11.1.4 Stomach and bowel disorders;
- 11.1.5 Skin conditions (e.g. infected cuts, boils, eczema, dermatitis);
- 11.1.6 Bronchitis, productive coughs, colds or flu;
- 11.1.7 Disease and/or discharge from ears, nose, eyes, mouth and gums; or
- 11.1.8 Any other infectious disease or illness.

- 11.2 Before commencing work, you must tell the Operations Manager or your line manager if you have suffered from any of the above conditions whilst away from work for whatever reason e.g. on holiday, day off, weekend, etc.
- 11.3 Before commencing work, you must tell the Operations Manager or your line manager if any member of your household is unwell with recurring (i.e. more than one bout) of diarrhoea and/or vomiting.
- 11.4 Failure to comply with these reporting requirements may lead to disciplinary action (including dismissal).
- 11.5 If you have been absent by reason of any of the conditions described at 11.1 we may require you to provide a fit note from your general practitioner before you return to work. We reserve the right to place you on unpaid leave until such time as a fit note is provided to the Company.

12. Absence Levels

- 12.1 The Company has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.
- 12.2 The Company may require you to undergo a medical examination by a medical practitioner nominated by us at any stage of your employment, and you agree to authorise such medical practitioner to prepare a medical report detailing the results of the examination, which you agree may be disclosed to the Company. The Company will bear the cost of such medical examination. Such an examination will only be requested by the Company where it is reasonable to do so.

13. Sick Pay

The Company will pay statutory sick pay in accordance with the Government scheme from time to time.

14. Termination of Employment

- 14.1 During the first month of your probationary period your employment may be terminated by either party on **one days notice**. Thereafter, for the remainder of your probationary your employment may be terminated by either party giving one weeks' notice.
- 14.2 Where you have completed your probationary service your employment may be terminated by us giving you or you giving us 2 weeks' notice.
- 14.3 Where length of service is 3 years or over, your employment may be terminated by us giving you not less than 3 weeks' notice for each completed year of service. Where length of service is 12 years or more, we may terminate your employment by giving 12 weeks' notice.
- 14.4 We reserve the right in our absolute discretion to pay your basic salary in lieu of notice.
- 14.5 Nothing in this Contract prevents us from terminating your employment summarily (and without payment in lieu) in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you.
- 14.6 On leaving employment your final pay will be forwarded on your normal pay date and when any Company property in your possession is returned. In the event of a failure to return any property we reserve the right to withhold any outstanding monies to the value of the property not returned.
- 15. Pension**
- 15.1 If you are eligible, the Company will auto-enrol you into a pension scheme, in accordance with the Company's pension auto-enrolment obligations.
- 15.2 Full details of the scheme will be provided when you are enrolled, including the minimum contribution level that you will be required to make and your right to opt out if you do not want to join the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.
- 15.3 The scheme is subject to its rules as may be amended from time to time, and the Company may replace the scheme with another pension scheme at any time.
- 16. Confidential Information**
- You shall not during or after your employment disclose confidential information belonging to the Company. You have a personal responsibility to protect and maintain confidentiality of both Company and client information. You must not, except as authorised or required by law or your duties, reveal any confidential information relating to the Company. This obligation will continue after the termination of your employment unless and until any such information comes into the public domain other than through any breach of this provision by you.
- For the avoidance of any doubt, we regard the names, addresses and personal details of our customers as highly confidential. All menus and recipes use by the Company are also regarded as highly confidential. Such information must not be disclosed to any third party under any circumstances.
- 17. Maternity and Paternity Rights**
- The Company will comply with its statutory obligations with respect to maternity and paternity rights and rights dealing with time off for dependants. The Company's policies in this regard are available on request from a director or the Operations Manager.
- 18. No Smoking Policy**
- You are required to adhere to the Company's no-smoking policy. Smoking is strictly forbidden on the premises or in the vicinity of the premises at all times whether on duty or not. Details of this policy are available in the staff handbook.
- 19. Drug and Alcohol Policy**
- 19.1 It is the responsibility of the Company to ensure, as far as reasonably practical, the health, safety and wellbeing of all employees. Employees who are under the influence of drugs and/or alcohol whilst at work may adversely affect their own safety and that of their colleagues.
- 19.2 If the Company has reason to believe that you are under the influence of alcohol and or drugs while at work, then the Company has the right to carry out a random breath and/or drugs test on you. Tests will only be undertaken with director authorisation. By signing this contract, you

Initial:

are giving your consent to this.

20. Food Handling and Hygiene Policy

You must carefully read and comply with the Company's Food Handling and Hygiene Policy which is contained in the Staff Handbook.

22. Security and Stock Control

As your appointment requires you to work with money and alcohol, you should be aware that security checks will be undertaken on a regular basis. If stock or money is unaccounted for, this may (after investigation) lead to disciplinary action being taken.

23. Right of Search

The Company may search individuals and their bags, lockers and cars if it has reasonable grounds to believe that Company goods have been taken without permission or has reasonable belief that drugs or alcohol are in your possession. By signing this contract, you are giving your consent to this.

24. Mobile Phones

Mobile phones are not allowed in the front of house, including behind any bars, counters or public areas, with the exception of management staff.

25. Dress and Appearance

You must carefully read and comply with the Company's Dress and Appearance Policy which is contained in the Staff Handbook.

26. Staff Meals

Staff are entitled to take their meals at work where they work shifts of eight hours or more. In those circumstances, should staff wish to eat food from the restaurant they are required to make payment subject to a 10% staff discount. Meals must not be eaten where staff members are visible to customers.

27. Deduction from Wages

You consent to the Company making deductions from your pay for the recovery of any sum owed by you to the Company. This will include (but is not limited to) the following:

- 23.1 expense payments not accounted for or repaid;
- 23.2 cost or repair of Company property damaged or not returned;
- 23.3 re-imbusement of any over payment made to you.

28. Grievance Procedures and Disciplinary Procedures

The grievance and disciplinary rules applicable to your employment are set out in the Company Handbook.

29. Governing Law

These Particulars of Employment shall be governed by and construed in accordance with the laws of England and Wales.

30. Changes in Terms of Employment

As our business changes and it may be necessary from time to time to make changes in your terms of employment. We reserve the right to do so but we will not make any significant changes without first consulting with you about the changes and their effect on you. Any changes will be confirmed to you in writing within one month of when they take effect.

31. Data Protection

In agreeing to the terms of this contract you agree to the Company holding and processing, both electronically and manually, personal data about you (including sensitive personal data as defined in the General Data Protection Regulations 2016) for the operations, management, security or administration of the Company and for the purpose of complying with applicable laws, regulations and procedures.

Issued for and on behalf of Sayed Trading Limited

Signed: Date:

Employee

I hereby warrant and confirm that I am not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Company or performing any of the duties of employment referred to above. I accept the terms of this Agreement and confirm that I have access to and have read the Staff Handbook.

Signed: Date:

[Employee Name]

DH/L152

Finchale House, Belmont Business Park,
Durham, DH1 1TW
t 0191 384 8581 e mail@ribchesters.co.uk
www.ribchesters.co.uk

Strictly Private & Confidential

Mr A Sayed
Sayed Trading Limited

23rd January 2019

Dear Ahmed

Transfer of Employments for Staff

I write in relation to the transfer of the employment of staff from Lebaneat (Durham) Limited to Sayed Trading Limited.

Following our discussions last spring regarding the current and future structure of the businesses and companies trading under the "Lebaneat" banner you acted on our advice and instructed us to transfer the employments of staff from Lebaneat (Durham) Limited to Sayed Trading Limited. The transfer was effective from 1st July 2018.

The purpose of this transfer was to place all of the employments of staff who are utilised across the "Lebaneat" companies into one central PAYE scheme, that being operated by Sayed Trading Limited.

Since staff are shared between venues and therefore work across the "Lebaneat" companies a charge for the time spent by each member of staff will be made by Sayed Trading Limited to the company using those particular members of staff. A more accurate representation of the cost base of each of the venues will therefore be recorded.

I can confirm that the accrued employment rights of each member of staff were transferred from Lebaneat (Durham) Limited to Sayed Trading Limited.

Should you have any queries or require any further explanation then please do not hesitate in getting back to me.

Yours sincerely

Ribchesters

Also at:

Ribchester Smith & Law Limited
Sutherland House, 5-7 The Friars, Newcastle upon Tyne, NE1 5XE
t 0191 261 8694
e newcastle@ribchesters.co.uk

Disclosure

SCOTLAND

BASIC DISCLOSURE

Criminal conviction certificate issued under section 112 of the Police Act 1997

MR AHMED MOHAMED HUSSEIN SAYED

Disclosure Number:

Date of Issue:

02/10/2018

Page 1 of 1



Applicant Personal Details

Surname: SAYED

Forename(s): AHMED MOHAMED HUSSEIN

Date of Birth:

This certificate of basic disclosure includes information on any 'unspent' convictions of the applicant as at the date of issue. Disclosure Scotland does not carry out any further monitoring of the applicant's convictions beyond the date of issue.

Under the Rehabilitation of Offenders Act 1974, some criminal convictions can be treated as 'spent'. This means that, after a certain period of time (determined by the sentence), the conviction can generally be ignored, and the person, in most cases, does not have to disclose it. Spent convictions are not included on a certificate of basic disclosure.

Convictions

The applicant has no convictions for disclosure.

END OF DISCLOSURE





Staff Training Alcohol sales

This training is to ensure all staff members understand the importance of respecting and fulfilling the terms of the premises licence. In order to familiarise yourself with the sales of alcohol, it is important to understand the four licensing objectives:

1. Public safety
2. Protection of children from harm
3. Prevention of public nuisance
4. Prevention of crime and disorder

This booklet and training will help all staff meet these four licensing objectives.

1. Underage sales

Perhaps the most important aspect of running a licensed premise is to prevent underage sales of alcohol. Therefore, the following procedure must be followed:

- **If a person appears to be under 25 years of age, then they must be asked for ID.**

The following are the only acceptable forms of ID and when you are presented with any of these, you must check the following:

1. Passport

- Look for hologram
- Check that the passport is intact and has not been tampered with: e.g. the photo does not stand up from the page or that the transparent cover over the photo is not damaged and a different photo put inside.
- Check the photo is a likeness of the person
- Check the date of birth on the passport

2. New style photo ID (e.g. driving licence)

- Check all details as for passport
- DVLA hologram or the latest circular hologram now available
- Check embossed surname or triangle or one-way sign
- Check photo is likeness of person
- Check the date of birth

3. Pass accredited ID Card (e.g. citizen card)

- Check as for passport

- Check the pass hologram on the cards
- Check photo is likeness of the person
- Check the date of birth

If in doubt, do not accept any of the above IDs.

Consequences of an underage sales

If an underage sale takes place, the following may occur:

- a) A fine of up to £5,000 for the member of staff who sells the alcohol
- OR
- b) A fixed fine of £80
- The DPS can be fined as above
 - The licence can be reviewed
 - Defendants may have to pay court costs

The police can issue a fixed penalty notice of £80 for the following offences:

- a) Selling alcohol to an under 18-year-old
- b) Obtaining alcohol for an under 18-year-old
- c) Allowing consumption of alcohol by an under 18-year-old
- d) Delivery of alcohol to an under 18-year-old
- e) Allowing delivery of alcohol to an under 18-year-old

Other consequences of underage sales

Considering the four objectives of the Licencing Act, further consequences can appear if alcohol is sold to people under 18.

- a) Children are more vulnerable when drunk
- b) Children may supply alcohol to even younger children
- c) Children are more inclined to commit anti-social behaviour

2. Licensing hours

Please make yourself familiar with the displayed premises licence as it is illegal to sell alcohol outside of these hours (not even a minute pass). Fine of £20,000 can be imposed.

3. Proxy sales

Staff need to bear in mind that adults may attempt to purchase alcohol for people under eighteen years of age, and employees should ensure they use their best endeavours to prevent this. In a restaurant base, this can mean parents or older friends ordering drinks for themselves, and then passing them along to a younger person.

You can prevent such situation by explicitly asking if the alcohol will only be used by the person ordering, and by increasing supervision at the specified table.

There is one situation in which parent or adult can purchase alcohol for a person older than 16 years of age, but younger than 18. This is, if the younger person will be having a full sit-down meal, and the responsible adult will be paying for the sales. In this case, the younger person can only be served with:

- a) 125ml glass of wine
- b) 330ml bottles beer

Although the Licencing Act allows for cider as well, we will deny such sales based on the quantity we sell the cider.

4. Groups

If a large group of young people is present and you are unsure of their age, please ensure you check everybody's IDs. If you have discovered anybody underage, please ensure no alcohol will be passed to them.

5. Drunk people

If you feel that the person ordering alcohol is highly inebriated, please do not provide them with any more alcohol.

Below are some points you can use to identify a drunk person:

- Unsteady on their feet
- Has trouble speaking and slurs words
- Has alcohol smell on their breath

If even in doubt, do not serve and inform your DPS. Please bear in mind that some people might fit the above criteria because of illness, thus be mindful and use your judgement.

6. Conflict

Some customers may not be happy after you have refused sales, however please keep your refusal professional and objective. It is of utmost importance to suggest to the person that this is not a personal, revengeful decision and that selling alcohol to them is out of your control.

When making a refusal, please refer to the policy of Challenge under 25 and how you must abide by it, and how if anything happens you have committed something illegal. If the conversation goes forward, please ensure you are explicitly stating you are acting on orders of the DPS, who in turn must respect the Licencing Act and authorities (police, fire brigade etc.).

If the situation escalades, please bring it to the attention of your DPS.

7. Refusal register

The refusal register and the incident book are there for a reason. Please use the refusal book whenever you refuse a sale, for any reason. This may also help other staff members if a pattern emerges.

All refused sales must be entered in the refusal register. Please use the incident book if an incident occurs.



Refusals Register

but out of SIGHT!

A customer may be produced with photo-ID that confirms his or her age. The sale should be refused and recorded in the Refusal Register when the customer has left the premises.

Keep the Register close to the counter but out of sight!



Young Scot card (10) Young Scot card (14) Driving Licence (DL) Passport

All staff should know where this Refusal Register is kept, and should write an entry whenever an age-related sale is **REFUSED**. A Trading Standards Officer will ask to see it? They visit your store.

The manager will sign off and date each page of this register, which will be kept in a safe place away from customers. The Register may need to be produced in the event that local authority enforcement officers undertake test purchases, other enforcement activity or if a threat of legal action against the premises' manager or staff arises.

2014/10/23/2014/10/23

18

Fireworks, razor blades, laser safety goggles, knives, video, DVDs and PEGI 18 rated games. R18 videos, but you need a special license to sell these. Newspapers and magazines with any 18/R18 DVDs or games attached. Tattoos and sunbeds.

Fireworks and sparklers

Knives, razor blades laser safety goggles

18 Videos, DVDs and PEGI 18 rated games

R18 videos, but you need a special license to sell these

Newspapers and magazines with any 18/R18 DVDs or games attached

Tattoos and sunbeds

16

Letters, including the National Lottery, scratchcards and the Health Lottery

Perry poppers, cracker snaps

Pets and animals

Liquor, cordonsomy

Petrol, petrolin and liquefied petroleum gas

PEGI 16 rated games

15

15 videos, DVDs and games

Newspapers and magazines with any 15 DVDs or games attached

12

12 Videos, DVDs and PEGI 12 games

Christmas crackers

Newspapers and magazines with any 12 DVDs or PEGI 12 games attached

PEMUL TRES vary depending upon the product and circumstances of the sale. A retailer could receive a fixed penalty of £80 but for repeated sales could be a higher fine up to £1,000. They could also be banned from working in a tobacco shop for up to one year.

The shop owner could receive a fine of up to £5,000 for the first offence but as high as £10,000 for repeated breaches; a criminal record and restrictions placed on any licences that they hold or intend to apply for.

The licence holder could lose their licence to sell alcohol or fireworks, have the licence removed or be banned from selling tobacco products for up to one year.



If you have a special offer on your store, there are additional restrictions for the sale of anything that is harmful to children or young people, including anything that is harmful to children or young people, including anything that is harmful to children or young people, including anything that is harmful to children or young people.



Official Record of the ...

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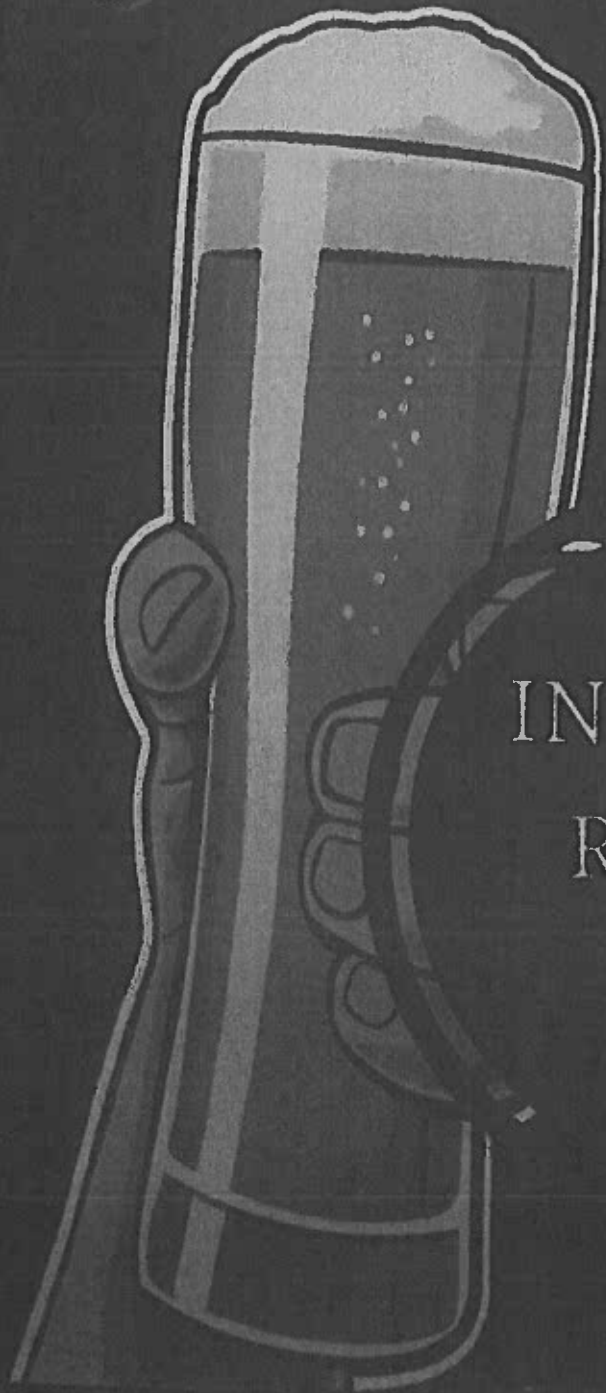
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Cheers!



INCIDENT
REPORT
BOOK



UNDER 25?

IF YOU ARE LUCKY
ENOUGH TO LOOK UNDER
25 YOU WILL BE ASKED
TO PROVE THAT YOU ARE
AGED 18 OR OVER WHEN
YOU BUY ALCOHOL.

IF YOU ARE UNDER 18
YOU ARE COMMITTING
AN OFFENCE IF YOU
ATTEMPT TO BUY
ALCOHOL.

25

www.alcohol.gov.au



Staff Training Alcohol sales

This training is to ensure all staff members understand the importance of respecting and fulfilling the terms of the premises licence. In order to familiarise yourself with the sales of alcohol, it is important to understand the four licensing objectives:

1. Public safety
2. Protection of children from harm
3. Prevention of public nuisance
4. Prevention of crime and disorder

This booklet and training will help all staff meet these four licensing objectives.

1. Underage sales

Perhaps the most important aspect of running a licensed premise is to prevent underage sales of alcohol. Therefore, the following procedure must be followed:

- If a person appears to be under 25 years of age, then they must be asked for ID.

The following are the only acceptable forms of ID and when you are presented with any of these, you must check the following:

1. **Passport**
 - Look for hologram
 - Check that the passport is intact and has not been tampered with: e.g. the photo does not stand up from the page or that the transparent cover over the photo is not damaged and a different photo put inside.
 - Check the photo is a likeness of the person
 - Check the date of birth on the passport
2. **New style photo ID (e.g. driving licence)**
 - Check all details as for passport
 - DVLA hologram or the latest circular hologram now available
 - Check embossed surname or triangle or one-way sign
 - Check photo is likeness of person
 - Check the date of birth
3. **Pass accredited ID Card (e.g. citizen card)**
 - Check as for passport

There is one situation in which parent or adult can purchase alcohol for a person older than 16 years of age, but younger than 18. This is, if the younger person will be having a full sit-down meal, and the responsible adult will be paying for the sales. In this case, the younger person can only be served with:

- a) 125ml glass of wine
- b) 330ml bottles beer

Although the Licencing Act allows for cider as well, we will only sell this based on the quantity we sell the cider.

4. Groups

If a large group of young people is present and you are unsure of their age, please ensure you check everybody's IDs. If you have discovered anybody under 18, please ensure no alcohol will be passed to them.

5. Drunk people

If you feel that the person ordering alcohol is highly inebriated, please do not provide them with any more alcohol.

Below are some points you can use to identify a drunk person:

- Unsteady on their feet
- Has trouble speaking and slurs words
- Has alcohol smell on their breath

If even in doubt, do not serve and inform your DPS. Please bear in mind that some people might fit the above criteria because of illness, thus be mindful and use your judgement.

6. Conflict

Some customers may not be happy after you have refused sales, however please keep your refusal professional and objective. It is of utmost importance to suggest to the person that this is not a personal, revengeful decision and that selling alcohol to them is out of your control.

When making a refusal, please refer to the policy of Challenge under 25 and how you must abide by it, and how if anything happens you have committed something illegal. If the conversation goes forward, please ensure you are explicitly stating you are acting on orders of the DPS, who in turn must respect the Licencing Act and authorities (police, fire brigade etc.).

If the situation escalates, please bring it to the attention of your DPS.

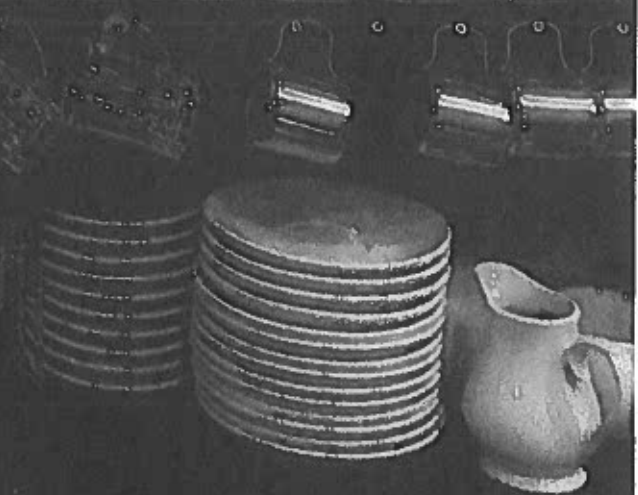
UNDER 25?

IF YOU ARE LUCKY ENOUGH TO LOOK UNDER 25 YOU WILL BE ASKED TO PROVE THAT YOU ARE AGED 18 OR OVER WHEN YOU BUY ALCOHOL.

IF YOU ARE UNDER 18 YOU ARE COMMITTING AN OFFENCE IF YOU ATTEMPT TO BUY ALCOHOL.

25

- 1. Fire-arms
- 2. ...
- 3. ...
- 4. ...
- 5. ...




CCTV
in operation

 **SMILE**
YOU'RE ON
CAMERA



Polus's Register

Keep the Register close to the counter but out of SIGHT!

17

A retailer has to produce valid goods ID that confirms his or her age, the date should be FORGED and recorded in the Retailer's Register when the customer has left the premises.

Keep the register close to the counter but out of SIGHT!



Discontinue using the card the Driving Licence Registrar

All staff should know where this Retailer's Register is kept, and should write an entry whenever an age-related sale is FORGED. A Trading Standards Officer will ask to see it if they visit your store.

The manager will sign off any date each page of this register, which will be kept in a safe away from customers. The Register may need to be produced in the event that local authority enforcement officers undertake their purchases, other enforcement activity or if a threat of legal action against the premises manager or staff arises.

18

18

Business operators (shops, restaurants, hotels, clubs, etc.) should produce a valid goods ID when they make a sale of any goods to a customer. The goods ID should be recorded in the Retailer's Register when the customer has left the premises. The goods ID should be kept in a safe away from customers. The Register may need to be produced in the event that local authority enforcement officers undertake their purchases, other enforcement activity or if a threat of legal action against the premises manager or staff arises.

16

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12

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No.	Date	Product	Time	Name of patron or description	Observations	Shift number
01	Example 01/11/2018	Cigarettes	7:10 PM	Male 26 years blonde, 5ft 11"	Nervous and refusing to show ID	Alison Smith
02	25/11/18	Budweiser	8:00 pm	young male Brown hair red top	no ID provided when asked	[Redacted]
03	25/11/18	rose wine	8:00 pm	young female Brown hair black top	no ID provided when asked.	[Redacted]
04	28/11/18	white wine	7:13 pm	young female Brown hair blue top	no ID provided when asked	[Redacted]
05	28/11/18	white wine	19:54	young female Brown hair red top	no ID provided when asked	[Redacted]
06	5/1/18	[Redacted]		see licensing enforcement		
07	13/1/18	white wine	19:28	2 young male Brown hair 5ft 11"	Driving license/pass accepted at exit	[Redacted]

Manager's Signature:

Additional pages can be downloaded from holdingsale.com



Date:

Cheers!



INCIDENT
REPORT
BOOK





Staff Training Alcohol sales

This training is to ensure all staff members understand the importance of respecting and fulfilling the terms of the premises licence. In order to familiarise yourself with the uses of alcohol, it is important to understand the four licensing objectives.

- 1 Public safety
- 2 Protection of children from harm
- 3 Prevention of public nuisance
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2. New style photo ID (e.g. driving licence)

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- Check the pass hologram on the cards
- Check photo is likeness of the person
- Check the date of birth

If in doubt, do not accept any of the above IDs.

Consequences of an underage sales

If an underage sale takes place, the following may occur:

- a) A fine of up to £5,000 for the member of staff who sells the alcohol
- OR**
- b) A fixed fine of £80
 - The DPS can be fined as above
 - The licence can be reviewed
 - Defendants may have to pay court costs

The police can issue a fixed penalty notice of £80 for the following offences:

- a) Selling alcohol to an under 18-year-old
- b) Obtaining alcohol for an under 18-year-old
- c) Allowing consumption of alcohol by an under 18-year-old
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- e) Allowing delivery of alcohol to an under 18-year-old

Other consequences of underage sales

Considering the four objectives of the Licencing Act, further consequences can appear if alcohol is sold to people under 18.

- a) Children are more vulnerable when drunk
- b) Children may supply alcohol to even younger children
- c) Children are more inclined to commit anti-social behaviour

2. Licensing hours

Please make yourself familiar with the displayed premises licence as it is illegal to sell alcohol outside of these hours (not even a minute pass). Fine of £20,000 can be imposed.

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Staff need to bear in mind that adults may attempt to purchase alcohol for people under eighteen years of age, and employees should ensure they use their best endeavours to prevent this. In a restaurant base, this can mean parents or older friends ordering drinks for themselves, and then passing them along to a younger person.

You can prevent such situation by explicitly asking if the alcohol will only be used by the person ordering, and by increasing supervision at the specified table.

There is one situation in which parent or adult can purchase alcohol for a person older than 16 years of age, but younger than 18. This is, if the younger person will be having a full sit-down meal, and the responsible adult will be paying for the sales. In this case, the younger person can only be served with:

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If a large group of young people is present and you are unsure of their age, please ensure you check everybody's IDs. If you have discovered anybody underage, please ensure no alcohol will be passed to them.

5. Drunk people

If you feel that the person ordering alcohol is highly inebriated, please do not provide them with any more alcohol.

Below are some points you can use to identify a drunk person:

- Unsteady on their feet
- Has trouble speaking and slurs words
- Has alcohol smell on their breath

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6. Conflict

Some customers may not be happy after you have refused sales, however please keep your refusal professional and objective. It is of utmost importance to suggest to the person that this is not a personal, revengeful decision and that selling alcohol to them is out of your control.

When making a refusal, please refer to the policy of Challenge under 25 and how you must abide by it, and how if anything happens you have committed something illegal. If the conversation goes forward, please ensure you are explicitly stating you are acting on orders of the DPS, who in turn must respect the Licencing Act and authorities (police, fire brigade etc.).

If the situation escalates, please bring it to the attention of your DPS.

7. Refusal register

The refusal register and the incident book are there for a reason. Please use the refusal book whenever you refuse a sale, for any reason. This may also help other staff members if a pattern emerges.

All refused sales must be entered in the refusal register. Please use the incident book if an incident occurs.

Lebaneat
47 North Bailey
Durham
DH1 3ET

SJG/2018/201

Date 19th September 2018

Full assessment of three sites
Full assessment of three individual licences
Implementation of training records
Implementation of documentation
Implementation of working practice, checks and records
Advice on appeal
Meeting with Durham Police
Transfer of DPS and Premise licence one premise included
Additional transfer fees to DCC may apply for Premise Licence and DPS enforced changes

All inclusive above £1000.00

Total due £1000.00

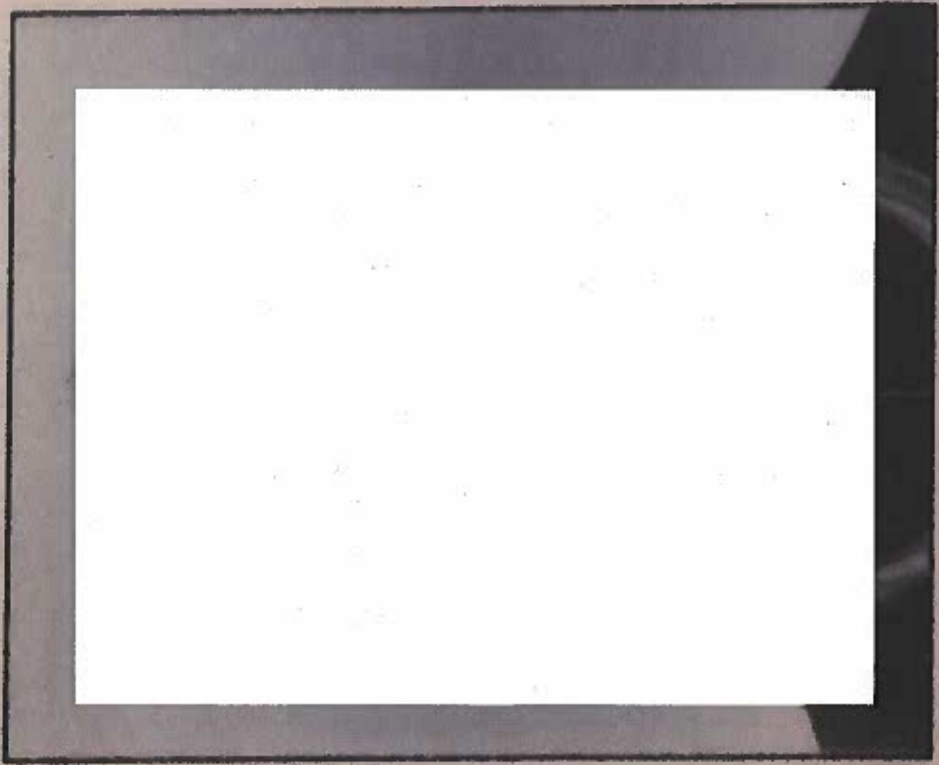
Terms immediate work will commence on payment of invoice

Payable to:
Sort code
Account number:



Ahmed Mohamed Hussein Sayed

DCC/PER/C/



Licensing Act 2003 Personal Licence

LICENCE HOLDERS ADDRESS:



THIS LICENCE WAS ISSUED BY:

DURHAM COUNTY COUNCIL

COUNTY HALL

DURHAM

DH1 5UL

Licensing Act 2003 Personal Licence

Subject: Lebaneat Wrap

From: J G <

Date: 24/10/2018, 15:31

To: "licensing@durham.gov.uk" <licensing@durham.gov.uk>, "AHRU@durham.pnn.police.uk" <AHRU@durham.pnn.police.uk>

CC: O C <

Transfer of premise licence

Vary premise licence to specify DPS

There will be two applications submitted this afternoon with regard to the above premise.

Currently I am working with the applicant and staff to tighten up the processes within the company as a whole.

These will be presented as additional information for the authority and the police authorities perusal with regard to the applications.

I have tried to directly contact officers from the AHRU by e mail on three occasions with no response at all.

I have tried calling on 019: again with no success.

The incident on the night of 2nd August 2018 has been isolated. There has been no contact at all with regard to the matter, no indication of further action or not. There is very limited paperwork from the visit. This leaves my client not knowing what if any action is planned.

I would appreciate, on receipt of the applications which confirm me as authorised agent, these matters could be discussed with the appropriate officers.

Could you confirm which officers should receive the documented procedures supporting the applications.

I very much appreciate your co operation and look forward to hearing from you as soon as possible

Regards

J G

Sent from [Mail](#) for Windows 10

Subject: DPS
From: J G <
Date: 22/11/2018, 16:07
To: O C <

O

I have just been speaking to the police inspector.

They have sent some information over to the local authority for the hearing on Tuesday they will not give an extension or adjournment

The position is

You failed a licensing visit at the weekend which was led by the local authority in the presence of the police
No refusal log
No training records
No working CCTV
No licence on show

The home office have indicated that they are 100% considering giving civil fines for the illegal workers and the only reason you have not heard from them is because they have a 6 months back log on their paperwork.

The police have told me they intend to review the licence.

I have asked if there is any way we can negotiate anything in order to avoid review if the premise is reviewed you will lose your licence or have it seriously reduced.

I have asked her if there is anyway we can work together and a suggested proposal has been put together loosely

This would include

Withdrawing the application for the transfers
Agreeing to a suspension of the licence for a period of time up to 3 months I am guessing without having it confirmed
Putting full training in with correct procedures and working documents so they are satisfied the premises are being run correctly
Working with the council and the police to achieve a long term relationship

The alternative is to go to hearing and be refused again which due to the above information I will advise you is almost a certainty. This will lead to a review

Let me know your thoughts I will forward the additional information to yourselves (evidence) once it appears in my inbox this afternoon

Regards

J G

Sent from [Mail](#) for Windows 10

From: J G < >
Sent: 16 January 2019 15:41
To: O C < >
Subject: meeting

Hi O

Please find my notes as detailed below

The meeting was agreed between the licensing officers representing Durham Constabulary

On attending the meeting the attendees were

C
Mr Sayed
J G
Craig Rudman Head of Licensing DCC
2 x licensing enforcement officers from DCC

Police officer called Dean

There was a brief discussion with regard to the current situation as was

It was agreed that the licence was in limbo as the licence holder and dps was still owned by the previous owner so in effect no one was in control of the licence

O produced the files which had been made up to the group

There was very little interest in the files said they could be used for committee hearing when the premise was reviewed

Basically CR confirmed the situation as was there was a problem with the investigations regarding the illegal workers

Both parties confirmed there needed to be a resolution to the Home Office issues in order to move the situation on

Although Mr Sayed seemed to think this should not be taken into account it was identified as the main reason for the objections to the transfers for both him and his wife

Dean the police officer state that they as the responsible authority would be reviewing the premise licence due to the ongoing problems and impending home office penalties

CR agreed that if this was the case it was more than highly likely that DCC would also be joining Durham police to review the licence

When asked if anyone would be acceptable to transfer in as DPS the police said the process would have to be followed for any application so they could not or would not agree to any individual being put forward

The conclusion of the meeting resulted in the police confirming they would be taking the route of reviewing the premise licence

Thank you

J G

Sent from Mail for Windows 10

Subject: Request to Adjourn Hearing - Application to Vary DPS - Lebaneat Wrap House

From: Yvonne Raine <Yvonne.Raine@durham.gov.uk>

Date: 12/12/2018, 18:52

To: 'O C ' < >

FAO Mr Ahmed Mohamed Hussein Sayed

Re. Application to Vary the DPS on the Premises Licence at Lebaneat Wrap House

I write further to my e-mail dated 7th December 2018 in which I provided details of the Police's objection to you being named as the Designated Premises Supervisor at the Lebaneat Wrap House, 69 Claypath, Durham.

Due to the statutory time frames under the Licensing Act 2003 and its regulations, the Licensing Authority would normally have to hold a committee hearing to consider the Police objection by no later than 17th January 2019.

However, following the submission of the Police's premises licence review application for Lebaneat Wrap House today, I would advise you that I have received a request from Durham Constabulary's Solicitor for an adjournment of this hearing so that the DPS objection can be considered on the same day as the premises licence review hearing.

A copy of this adjournment request from Durham Constabulary can be found below for your information.

The scheduled date for the Lebaneat Wrap House premises licence review hearing is Tuesday, 5th February 2019.

Please can you confirm by return that you would be in agreement for an adjournment of the committee hearing so that both the DPS objection and the review application can be considered by the Council's Licensing Sub-Committee on the same date, ie. 5th February 2019.

Mr Sayed, you would remain as the Designated Premises Supervisor on the premises licence during the period up until the re-scheduled hearing date.

I look forward to hearing from you soon.

Regards

Yvonne Raine

Senior Licensing Officer

Environment, Health & Consumer Protection

Regeneration and Local Services

Durham County Council

Annand House

Meadowfield

Durham

DH7 8RS

Direct:

General Licensing: 03000 261016

E-mail:

Privacy Notices and Data Protection

We have recently updated our privacy information.

To find out how we collect, use, share and retain your personal data, visit:

www.durham.gov.uk/dataprivacy

Web: www.durham.gov.uk

Follow us on Twitter [@durhamcouncil](https://twitter.com/durhamcouncil)

Like us at facebook.com/durhamcouncil

Follow us on linkedin.com/company/durham-county-council

Follow us on Instagram [@durham_county_council](https://instagram.com/durham_county_council)

From: Stephen Mooney

Sent: 12 December 2018 14:56

To: Yvonne Raine <Yvonne.Raine@durham.gov.uk>

Cc: Caroline Dickenson

Subject: Request to Adjourn Application to Vary DPS - Lebaneat Wrap House

Dear Yvonne,

I wish to formally request an adjournment of the final hearing in the application to Vary the DPS for the Lebaneat Wrap House until the date of final hearing in the application to Review the Premises Licence of the Lebaneat Wrap House.

This is to ensure that both matters are heard at the same time which in my submission is in the public interest.

This request is brought under Regulation 11(1) of the Licensing Act 2003 (Hearings) Regulations 2005.

Unfortunately I do not have the contact details for the Applicant or their representative and I would be grateful if the Authority could ensure they receive a copy of this e-mail.

If you need anything further then please let me know.

Kind Regards

Steve

Stephen Mooney
Deputy Force Solicitor
Durham Constabulary

Customer Notice

We have recently updated our terms and conditions for all our services, including making some important updates to our privacy notices. To find out more about how we collect, use, share and retain your personal data, visit: www.durham.gov.uk/dataprivacy

Help protect our environment by only printing this email if absolutely necessary. The information it contains and any files

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Lebaneat Wrap House - Police objection to DPS application

17 December 2018 at 16:17

Found in Inbox

FAO Mr Sayed

Good Afternoon Mr Sayed

I understand you spoke to my colleague Karen last week and indicated that you would not be agreeable to an adjournment of the hearing to consider the Police's objection to you becoming the DPS at the Lebaneat Wrap House.

Please can you provide the reasons why you do not agree to the DPS objection being considered on the same day at the review hearing so that I can let our Legal officer have this information.

Please be aware that if our Legal officer does not adjourn the hearing and the meeting takes place on 8th January 2019, the Police may still make a further request for an adjournment directly to the Committee Members on the day and Members would then make a decision whether to proceed with the DPS objection hearing or whether to adjourn the meeting until the review hearing scheduled for the 5th February.

Please note that if the hearing is adjourned to the 5th February 2019, then you would still be able to act as DPS during the period up until the 5th February.

I would appreciate it if you could ring me on 03000 so that I can discuss this matter with you.

Regards

Yvonne Raine
Senior Licensing Officer
Environment, Health & Consumer Protection
Regeneration and Local Services
Durham County Council
Annand House
Meadowfield
Durham
DH7 8RS

Direct: 03000

General Licensing: 03000 261016

E-mail: yvonne.raine@durham.gov.uk



Highfield
Qualifications

Highfield Qualifications

Certifies that

O. M. C.

has successfully passed an assessment in

Highfield Level 2 Award for Personal Licence Holders (RQF)

Qualification number 603/2597/5

Date of award 31 July 2018

Certificate number PLH

Mincoffs Solicitors LLP

Course Director

Training Organisation



Jason Sprenger - Chief Executive
Highfield Qualifications



Sayed Trading Limited t/a Lebanonat

Working Time Opt-Out

The Working Time Regulations 1998 impose a limit on your working time. The precise calculation of the limit is complicated but, in broad terms, your average working time is limited to an average of 48 hours a week. However, you may 'opt out' of the limit if you wish to.

It is possible that you may work more than 48 hours a week and, unless you agree to 'opt out' from the limit, we would need to restrict your hours to the maximum permitted by the Working Time Regulations 1998.

We are therefore inviting you to 'opt out' by signing the agreement at the end of this document. If you agree to exclude the limit now, you may change your mind and withdraw your agreement by giving us three months' notice in writing.

The Working Time Regulations 1998 are designed to protect your health and safety. We would not want your health or safety to be affected by your working conditions and, if you ever feel that they may be, please bring that to the attention of a director.

If you are willing to do so, please sign the agreement in this document. If you have any questions, please speak to a director.

Agreement

I have read the above and wish to 'opt out' from the limit on working time. Accordingly, I agree that my working time may exceed an average of 48 hours for each seven-day period, with effect from today.

My agreement to this will continue indefinitely. However, I reserve the right to change my mind and end my 'opt out' by giving the company three months' written notice.

Dated:

[Signature]

[Insert name of worker]



EMPLOYEE NAME: _____

Fire Safety Training

"PASS" - When using a fire extinguisher, remember to **PULL** out the pin, **AIM** at the base of the fire where it is strongest, **SQUEEZE** the lever (or button) to initiate flow, and **SWEEP** the fire extinguisher from side-to-side at the base of the fire.

Clean Away Grease and Ash – Check that your exhaust hoods, walls, work surfaces, vents, and filters are all routinely cleaned of grease. Ashes that build up in wood or charcoal ovens must be cleaned out daily. Place these ashes outside in a metal container that is several feet away from any buildings or flammable materials.

Do Not Throw Out Lit Cigarettes – Smoking can be a serious issue in the restaurant industry. Always make sure cigarettes are out before tossing them in a trash receptacle, and do not smoke near storage areas.

Practice Safe Storage – Flammable liquids should be properly labelled in strong, tightly-sealed containers that are placed far away from combustible materials. Keep paper products and food away from heat and cooking sources and dispose of trash at least once a day.

DISCOVERING A FIRE

This section is dedicated to your actions should you discover a fire.

Discovering a fire is a traumatic and scary experience. Your adrenaline will start pumping and you will panic. This section has been included to give you a clear guideline on what you should do when the moment happens.

1. Is it safe for you to extinguish the fire?

Is the fire a small pile of paper that just needs a sprinkling of water or is it a full room where the fire is blazing? If it's the first one you can safely put it out. If it is a fire you cannot safely put out, you must...

2. Raise the alarm.

Using the nearest alarm call point, break the glass and set the alarm off to alert everybody of the emergency.

3. Call the fire brigade.

You can use either the landline or a personal phone to dial 999 and ask for the fire brigade.

4. Evacuate the premises.

Using the nearest fire escape lead all persons safely outside **CALMLY** to the...

5. Assembly Point.

Which is the designated 'safe' place where you should wait until the fire officer tells you it is safe to return to the building.

YOUR RESPONSIBILITIES.

It is of great importance that you know your responsibilities if there is ever a fire in your workplace, the following list will help you realise what is required of you in the event of an emergency:

- ✓ Call the fire brigade.
 - ✓ Know where your fire escapes, call points & extinguishers are located.
 - ✓ Evacuate the premises in a calm manner.
 - ✓ Remember to use the closest (& safest) fire escape.
 - ✓ Get everybody to the assembly point.
 - ✓ If you have a lot of staff perform a roll call.
 - ✓ Give the fire officers any help they require.
 - ✓ Close all doors and windows as you leave.
 - ✓ Turn off any gas appliances.
 - ✓ Do not stop to collect personal belongings.
 - ✓ Do not try to fight a fire you can't put out.
 - ✓ **DO NOT TRY TO RE ENTER THE BUILDING UNTIL YOU ARE TOLD IT IS SAFE TO DO SO BY THE OFFICER IN CHARGE.**
-



Starter checklist

Instructions for employers

This Starter Checklist can be used to gather information about your new employee. You can use this information to help fill in your first Full Payment Submission (FPS) for this employee. You need to keep the information recorded on the Starter Checklist record for the current and previous three tax years. Do not send this form to HM Revenue and Customs (HMRC).

Instructions for employees

As a new employee your employer needs the information on this form before your first payday to tell HMRC about you and help them use the correct tax code. Fill in this form then give it to your employer. Do not send this form to HMRC.

Employee's personal details

1 Last name

2 First name(s)
Do not enter initials or shortened names such as Jim for James or Liz for Elizabeth

3 Are you male or female?
Male Female

4 Date of birth DD MM YYYY

5 Home address

Postcode
Country

6 National Insurance number (if known)

7 Employment start date DD MM YYYY

Employee statement

- 8 You need to select only one of the following statements A, B or C
- A This is my first job since last 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, State or Occupational Pension.
 - B This is now my only job but since last 6 April I have had another job, or received taxable Jobseeker's Allowance, Employment and Support Allowance or taxable incapacity Benefit. I do not receive a State or Occupational Pension.
 - C As well as my new job, I have another job or receive a State or Occupational Pension.

Please turn over >

Student Loan

9 Do you have a Student Loan which is not fully repaid?

Yes If yes, go to question 10

No If no, go to question 12

10 Are you repaying your Student Loan direct to the Student Loans Company by agreed monthly payments?

Yes If yes, go to question 12

No If no, go to question 11

Student Loan Plans

You will have a Plan 1 Student Loan if:

- You lived in Scotland or Northern Ireland when you started your course, or
- You lived in England or Wales and started your course before September 2012

You will have a Plan 2 Student Loan if you lived in England or Wales and started your course on or after 1 September 2012.

11 What type of Student Loan do you have?

Plan 1

Plan 2

12 Did you finish your studies before the last 6 April?

Yes

No

For further guidance about repaying Student Loans go to www.gov.uk/new-employee/student-loans

Signature

Name

Date DD MM YYYY



Right to Work Checklist

Name of person:	
Date of check:	
Type of check:	Initial check before employment <input type="checkbox"/> Follow-up check on an employee <input type="checkbox"/>

Step 1 Obtain

- You must obtain original documents from either List A or List B of acceptable documents.

List A

- A passport showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.
- A passport or national identity card showing the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.
- A Registration Certificate or Document Certifying Permanent Residence issued by the Home Office, to a national of a European Economic Area country or Switzerland.
- A Permanent Residence Card issued by the Home Office, to the family member of a national of a European Economic Area country or Switzerland.
- A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- A current passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
- A current Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A full birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder's parents or adoptive parents, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A certificate of registration or naturalisation as a British citizen, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

List B Group 1

- A current passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to do the type of work in question.
- A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder which indicates that the named person can currently stay in the UK and is allowed to do the work in question.
- A current Residence Card (including an Accession Residence Card or a Derivative Residence Card) issued by the Home Office to a non-European Economic Area national who is a family member of a national of a European Economic Area country or Switzerland or who has a derivative right of residence.
- A current Immigration Status Document containing a photograph issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK, and is allowed to do the type of work in question, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

List B Group 2

- A Certificate of Application issued by the Home Office under regulation 17(3) or 18A (2) of the Immigration (European Economic Area) Regulations 2006, to a family member of a national of a European Economic Area country or Switzerland stating that the holder is permitted to take employment which is less than 6 months old together with a Positive Verification Notice from the Home Office Employer Checking Service.
- An Application Registration Card issued by the Home Office stating that the holder is permitted to take the employment in question, together with a Positive Verification Notice from the Home Office Employer Checking Service.
- A Positive Verification Notice issued by the Home Office Employer Checking Service to the employer or prospective employer, which indicates that the named person may stay in the UK and is permitted to do the work in question.

Step 2 Check

- You must **check** that the documents are genuine, that the person presenting them is the prospective employee or employee, the rightful holder and allowed to do the type of work you are offering.

1. Are photographs consistent across documents and with the person's appearance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Are dates of birth consistent across documents and with the person's appearance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
3. Are expiry dates for time-limited permission to be in the UK in the future i.e. they have not passed (if applicable)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
4. Have you checked work restrictions to determine if the person is able to work for you and do the type of work you are offering? (for students who have limited permission to work during term-times, you must also obtain, copy and retain details of their academic term and vacation times covering the duration of their period of study in the UK for which they will be employed)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
5. Are you satisfied the document is genuine, has not been tampered with and belongs to the holder?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
6. Have you checked the reasons for any different names across documents (e.g. marriage certificate, divorce decree, deed poll)? (Supporting documents should also be photocopied and a copy retained.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

Step 3 Copy

You must make a clear **copy** of each document in a format which cannot later be altered, and retain the copy securely: electronically or in hardcopy. You must copy and retain:

- Passports:** any page with the document expiry date, nationality, date of birth, signature, leave expiry date, biometric details and photograph, and any page containing information indicating the holder has an entitlement to enter or remain in the UK and undertake the work in question.
- All other documents:** the document in full, both sides of a Biometric Residence Permit. You must also record and retain the date on which the check was made.

Know the type of excuse you have

If you have correctly carried out the above 3 steps you will have an excuse against liability for a civil penalty if the above named person is found working for you illegally. However, you need to be aware of the type of excuse you have as this determines how long it lasts for, and if, and when you are required to do a follow-up check.

The documents that you have checked and copied are from:

- List A** You have a **continuous statutory excuse** for the full duration of the person's employment with you. You are **not** required to carry out any repeat right to work checks on this person.
- List B: Group 1** You have a **time-limited statutory excuse** which expires when the person's permission to be in the UK expires. You should carry out a **follow-up check when the document evidencing their permission to work expires.**
- List B: Group 2** You have a **time-limited statutory excuse** which expires 6 months from the date specified in your Positive Verification Notice. **This means that you should carry out a follow-up check when this notice expires.**

Date follow-up check required: _____

EMPLOYEE NAME: _____

Health and Safety Training

The information added at the last review is in **bold**.

Please read the information below carefully as it contains procedures and methods which must be implemented during your work within this venue. Should you require any more information, or have any other questions, please do not hesitate to ask a member of the management team.

I. Kitchen management

For detailed information, refer to the opening and closing procedures.

- a. Ensure all deliveries are checked and stored immediately
- b. Ensure all items are being labelled with the day and date when they have been received
- c. Ensure all items are in date
- d. Ensure all food items are stored correctly
- e. Ensure the daily and weekly cleaning is being undertaken
- f. Ensure all the hygiene procedures are being followed. If you notice anything going wrong, please inform a member of the management team.

II. Cross-contamination

1. Fitness for work

- Harmful bacteria: raw meat, poultry, fish, eggs and unwashed vegetables
 - Make sure to also protect food from physical contamination such as broken glass or pieces of packaging
- a. Always wash your hands before handling or preparing food.
 - b. Change into clean work cloths before starting work and do not wear these clothes outside food preparation areas.
 - The clothes must be light and cover as much skin as possible to prevent hairs and fibres from contaminating food
 - c. Use disposable aprons (or change aprons) after handling raw food (meat, eggs, unwashed vegetables)
 - d. Always wear a hat!
 - e. Take off all your jewellery (except for the wedding ring).
 - f. Do not smoke, drink, eat or chew gum while handling food. Also, avoid touching your face or coughing or sneezing over or near food.

Important:

Staff should be fit for work at all times. Upon starting the new job or returning from holiday, you will be asked to complete a declaration of your current health status.

2. Cloths

- a. Use clean and disinfected cloths to wipe work surfaces (i.e. disposable cloths)
- b. Make sure all cloths are washed thoroughly using the washing machine at a hot cycle of 90°C.
 - Should you wash the cloths by hand due to an emergency, ensure they are washed properly in hot and soapy water, and disinfected using boiling water.

Important:

All dirty cloths should be immediately removed from the kitchen and placed in the washing machine.

3. Separating foods

- a. Raw and ready-to-eat food in separate fridges and freezers. If this is not possible, make sure raw food is stored below ready-to-eat food.
- b. Always keep food covered.
- c. Prepare raw meat/poultry and other food in different areas. If this is not possible, separate preparation time and ensure areas are thoroughly disinfected between tasks.
- d. Raw meat/poultry must not be washed!
- e. When grilling raw meat, ensure it does not touch or dip onto the food already cooking.
- f. The equipment used for raw food must not be used for other foods.

4. Allergens

- a. If asked to prepare a dish without some ingredients, ensure the work surfaces and equipment have been cleaned and disinfected first.
- b. Ensure all allergen dishes are being wrapped and packed in a separate bag, which is clearly labelled as containing the allergen meal.
- c. Read the information below carefully as it refers to the dishes which contain allergens:
 - i. Front staff
 - Ensure the customer fully understands the allergen content of the dish they wish to choose and what alternatives they have. If in doubt, please refer them to the allergen menu.
 - Make sure you highlight the allergen information to ensure the kitchen staff notice and prepare the meals accordingly.
 - Always confirm with the kitchen that they have handed you the correctly prepared and packed allergen dish.
 - Ensure that the allergen meal is wrapped and packed in a separate bag
 - Ensure the allergen bag is clearly labelled as containing no allergens. Please write on the bag the appropriate information (i.e. 'Gluten free Chicken Shawarma Wrap')
 - Ensure the correct sides have been provided for the person requesting an allergen-free meal. For more details, refer to the allergen information sheet displayed.

ii. Kitchen staff

- Ensure the preparation area is cleaned and disinfected before proceeding to fulfil an allergen-free order
- Ensure you take the appropriate measure to avoid cross-contamination (i.e. wash your hands, put on a new pair of gloves, put on a disposable apron etc.)
- Ensure you are fully aware of the allergen in question and know which ingredients can and cannot be used
- Ensure you properly label the allergen dish and that it is being passed on to the front staff

Important:

If you believe a customer is having a severe allergic reaction:

- Do not move them
- Call 999 and explain that the customer could have anaphylaxis
- If the customer has an adrenalin or Epi pen, help them get it

5. Physical and chemical contamination

- a. Cleaning products must be stored separately from food.
- b. No glass should be in the kitchen.
- c. As soon as any equipment or utensils are damaged or have loose parts, you must inform the management for repairs to be scheduled.

6. Pest control

- a. Check all deliveries for signs of pests (e.g. insects) and do not accept the delivery if any pest signs have been noticed.
- b. Keep external areas clean and free from any weeds.
- c. If you see any signs of pests, inform a member of the management team for immediate action to be taken.

7. Maintenance

- a. Any damage must be repaired as soon as it happens.
- b. Any cracked or chipped tableware must be thrown away immediately.
- c. Temperature probes should be checked regularly to make sure their readings are accurate.

III. Cleaning

1. Hand washing

a. When:

- Before touching or handling any food, and after touching or handling raw meat poultry, fish, eggs, and unwashed vegetables;
- Before entering the kitchen;
- After touching or emptying bins;
- After any cleaning;
- After touching a cut or changing a dressing;
- After touching items such as phones, door handles, light switches;

b. Disposable gloves must not be used as an alternative to or replacement of hand washing.

2. Cleaning effectively

- a. Cleaning needs to be carried out in two stages: removal of visible dirt, and disinfection.
- b. Work surfaces must be thoroughly cleaned between tasks.
- c. Fridges must be washed and disinfected regularly, at a time when they do not contain much food.
- d. Keep the storage areas clean.
- e. Food waste must be kept separately from the food preparation area.
- f. Spills must be washed and wiped immediately.
- g. Follow the cleaning schedule.

IV. Chilling

1. Chilled storage

- a. All ready-to-eat food such as salads or cooked meat must be kept refrigerated.
- b. Use stickers and labels to keep track of the shelf life of the food.
- c. Chilled food must be kept at 8°C or below.
- d. Use a separate thermostat regularly to check if the displayed temperature is correct and matches the displayed temperature.

2. Chilling down hot food

- a. Methods of chilling food down:
 - Divide food into smaller portions
 - Cover pans of hot food and move them to a colder area (e.g. storage room)
 - Stir food regularly while it is chilling down.
 - Spread food out on a tray.

3. Defrosting

- a. Food should be defrosted in the fridge. If not possible, food can be left at room temperature.
- b. Always use for ice crystals in the food. With birds, check that the joints are flexible.
- c. Using cold water or the microwave will speed up the defrosting process.

4. Freezing

- a. Frozen food must be put in the freezer as soon as it is delivered.
- b. Cooked food should be frozen after it has properly chilled down.

V. Cooking

1. Cooking safely

- a. Equipment must always be preheated.
- b. Raw food must not touch or dip onto cooked food.
- c. Always check if the food, especially meat, is cooked properly (e.g. no pink or red colour in the middle, piping hot throughout the length of the dish).
- d. Pay special attention to eggs, rice, and fish. Certain types of fish can cause food poisoning if kept at temperature above 4°C. Rice must be chilled and stored in the refrigerator quickly. To speed up the process of chilling, use the methods mentioned above. Eggs must be fresh.

2. Reheating

- a. Reheated food must be served immediately.
- b. Always check that reheated food is streaming hot all the way through.
- c. Equipment can break down; thus, it is important to always check that the equipment is working properly.

3. Hot holding

- a. Food should be kept hot at 63°C or above, in the special equipment provided (e.g. bain-marie).
- b. Food must be cooked thoroughly and streaming hot before placed in hot holding equipment.
- c. If a dish is not hot enough, reheat it until streaming hot.

4. Preparing salads

- a. Wash your hands before and after handling fruit and vegetables.
- b. When preparing salad ingredients, peel, trim, or remove the outer parts, as appropriate
- c. Make sure you use the appropriate knives and chopping boards

I, (Employee's name), confirm that I read and understood the health and safety procedures described above. I understand that if I fail to comply with these regulations, the management can take the desired disciplinary actions, as practices which do not meet the standards mentioned above will not be tolerated.

Signed

Date:

Front House Staff

1. C P - Thursday 6th December – 5pm
2. C T - Friday 7th December- 5pm
3. S A - Sunday 9th December – 5pm
4. A J - Monday 10th December – 5pm
5. R M Tuesday 11th December – 12pm
6. C B - Tuesday 11th December – 12pm
7. L V Wednesday 12th December – 5pm
8. C L - Wednesday 12th December – 5pm
9. L I - Thursday 13th December- 5pm
10. I B Thursday 13th December- 12pm
11. R D - Sunday 16th December- 12pm
12. A K - Thursday 27th December – 5pm
13. L N - Thursday 27th December – 5pm
14. I M Friday 28th December- 5pm
15. H B - Saturday 29th Decemeber – 5pm
16. C B - Sunday 30th December – 5pm
17. B P - Monday 7th December – 5pm
18. A G - Sunday 6th December- 5pm
19. S B - Monday 14th January – 5pm
20. A M - Monday 14th January- 5pm
21. C B - Tuesday 15th January- 5pm
22. S B - Tuesday 15th January - 5pm
23. S G - Wednesday 16th January- 5pm
24. C H Wednesday 16th January – 5pm
25. Z G - Monday 14th January- 12pm
26. S S Monday 14th January – 12pm
27. E S - Tuesday 15th January – 12pm
28. N D - Tuesday 15th January- 12pm
29. A D - Wednesday- 16th January – 12pm
30. E M Wednesday 16th January- 12pm
31. C M Thursday 17th January- 12pm
32. R P - Thursday 17th January – 12pm
33. I V - Thursday 17th January- 5pm

- 34. E F - Thursday 17th January- 5pm
- 35. M P - Sunday 20th January- 12pm
- 36. R M - Sunday 20th January- 12pm
- 37. E L - Monday 21st January- 12pm
- 38. H W - Thursday 24th January- 5pm
- 39. S B - Wednesday 23rd January- 5pm
- 40. L F - Thursday 24th January- 5pm
- 41. E C - Wednesday 23rd January - 5pm
- 42. S J F - Wednesday 23rd January - 12pm
- 43. A S - Thursday 24th January- 5pm
- 44. E H - Wednesday 23rd January- 5pm
- 45. J E - Thursday 24th January - 12pm
- 46. S B - Monday 28th January - 12pm
- 47. A H - Monday 28th January - 12pm
- 48. T V - Monday 28th January - 5pm
- 49. L C - Tuesday 15th January - 5pm
- 50. S G - Wednesday 16th January- 5pm
- 51. C M - Thursday 17th January - 5pm
- 52. S M - Sunday 20th January- 5pm
- 53. A R - Monday 21st January- 5pm
- 54. N K - Tuesday 22nd January- 5pm
- 55. G L - Wednesday 23rd January- 5pm
- 56. A i - Thursday 24th January- 5pm
- 57. L N - Monday 28th January- 5pm
- 58. J C - Tuesday 29th January- 5pm
- 59. E B - Wednesday 30th January - 5pm
- 60. L B - Thursday 31st January - 5pm

Kitchen Staff

- 1. S B - Friday 7th December - 11.30am
- 2. J L - Wednesday 12th December- 12pm
- 3. R T - Wednesday 19th December - 12pm
- 4. C H - Friday 4th December- 12pm
- 5. S K - Sunday 13th January- 12pm
- 6. C i - Monday 14th January - 12pm

- 7. H A - Friday 11th January- 12pm
- 8. O T - Monday 14th January- 12pm
- 9. S K - Monday 14th January – 12pm
- 10. A H Tuesday 15th January – 12pm
- 11. C H Wednesday 16th January- 12pm
- 12. J L - Monday 14th January – 5pm
- 13. L D Tuesday 15th January- 5pm
- 14. M G - Thursday 17th January- 12pm
- 15. E C - Monday 21st January- 12pm
- 16. J O' - Tuesday 22nd January- 12pm
- 17. C C Sunday 27th January- 12pm
- 18. K S Sunday 27th January – 12pm
- 19. S M - Thursday 31st January - 12pm
- 20. C I - Thursday 6th December – 5pm
- 21. G H - Friday 7th December – 5pm
- 22. M W - Saturday 8th December – 5pm

Name of the employee:

Venue:

Lebaneat
New employees
Manager's Checklist

1. Check photographic ID	
1. Complete right to work check (1)	
2. Complete starter checklist form (2)	
3. Go through employee handbook	
4. Explain meal policy	
5. Complete licensing training	
6. Complete Health & Safety Training	
7. Complete Allergen Training	
8. Complete Fire Safety Training	
9. Explain Tips Policy	
10. Explain GDPR Policy	
11. Complete 'Till Operator' Agreement (3)	
12. Ask employee to complete 'New employee checklist' on Zoho Forms	
13. Attach all documents to employee's envelope and send them to HO	
14. Proceed with trial shift	
15. Request key fob for employee (after trial shift)	
Notes	
Signed:	
Date:	

New employee checklist

1

Personal details

2

Employment details

3

Attach documents

4

Company Policy Training

Personal Information

All information must be checked by the employer. All information is confidential.

Title *

-Select-

Name *

First

Last

Gender *

Male

Female

I would rather not say

Date of birth *

dd-MMM-yyyy

Address *

Street Address

Address Line 2

City

County

United Kingdom

Postcode

Country

National Insurance Number *

Type 0 in unknown

Student Loan *

Yes

No

Student loan type

Foreign workers only, Passport number

Marital Status

Phone *

Email *



New employee checklist

- 1 Personal details
- 2 Employment details
- 3 Attach documents
- 4 Comapny Policy Training

Employment

Start date *

dd-MMM-yyyy

Employment type *

- Full-time
- Part-time

Position *

- Front Staff
- Kitchen Staff
- Head office

Bank details

Name of the bank

Name of the account holder

Sort code

Account number



New employee checklist

- 1 Personal details
- 2 Employment details
- 3 Attach documents**
- 4 Company Policy Training

Document attachment

For manager/supervisor use only

Attach photo of ID *

Drag & Drop (or) [Choose File\(s\)](#)

Must be checked prior and ensure validity and photo correspondance. For National ID cards, please attach back and front. Please attach pictures of Resident Card if existant (front and back).

Completed Right to Work Checklist (2) *

Drag & Drop (or) [Choose File\(s\)](#)

Completed Starter Checklist (3) *

Drag & Drop (or) [Choose File\(s\)](#)

Certificates (if any)

Drag & Drop (or) [Choose File\(s\)](#)

ie. Level 2 Health and Safety, Award for Personal Licence Holder etc.



New employee checklist

- 1
Personal details
- 2
Employment details
- 3
Attach documents
- 4
Comapny Policy Training

Comapny Policy Training

Have you been shown the employee handbook? *

- Yes
- No

Have you been explained the staff meal policy? *

- Yes
- No

Have you completed the licencing training? *

- Yes
- No

Front staff only

Have you completed the health and safety training? *

- Yes
- No

Have you completed the fire safety training? *

- Yes
- No

Have you been explained the tips policy? *

- Yes
- No

Have you signed the till operator agreement?

- Yes
- No

For individuals who have been trained on using the till only.

Have you been allergen trained? *

- Yes
- No

Confirmation

I confirm that all the information provided above is, to the best of my knowledge, correct. *

Employee signature

[Clear](#)

Manager/Supervisor name *

First

Last

[REDACTED]

[REDACTED]

4/4