

Water Dray Limited

RESTAURANT STAFF

PRINCIPAL STATEMENT OF PARTICULARS OF EMPLOYMENT

This Statement of Particulars of Employment sets out the terms and conditions of employment between Water Dray Limited, 10 Water Lane, Richmond, TW91TJ ('the employer' or 'we' or 'us') and the person named as the employee at clause 1 below ('you' or 'the employee'),

This Statement of Particulars of Employment sets out the main terms and condition of employment with us in accordance with the Employment Rights Act 1996, s.1. The Statement of Particulars of Employment will take effect from the date of your signature and will replace all existing terms and conditions, agreements and arrangements whether in writing or otherwise.

1 PERSONAL DETAILS

Name of Employee	
Address	
NI Number	

2 JOB TITLE

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3 START DATE

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No employment with any previous employer counts towards your period of continuous employment with us.

4 PLACE OF WORK

Your normal place or places of work shall be at:

The Britannia, 5 Brewers lane, Richmond, TW91HH or The Watermans, 10 water lane, Richmond, TW91TJ

You may be required to transfer to any other of our sites, whether temporarily or permanently. Please refer to the Employee Handbook for further information.

5 HOURS OF WORK

Your hours of work are varied as per your rota from Monday to Sunday and will vary due to the business needs and seasonal demand.

Your breaks are unpaid. You are expected to work additional or fewer hours when required, in accordance with the needs of the business

PROBATIONARY PERIOD FOR NEW STARTERS

The first four months of your employment will be a probationary period allowing us to monitor your conduct and performance.

We may terminate your employment during, or at the conclusion of, your probationary period if we consider you to be unsuitable for your particular role. Alternatively, we may decide to extend your probationary period to assess your suitability.

6 YOUR WAGES

Your wage is calculated as a combination of basic and a share of the service charge and will not be less than £. per hour based on a standard 48 hour week. This is payable weekly in arrears by credit transfer as specified on your itemised pay statement.

7 OTHER BENEFITS

Any benefits which we choose to provide, from time to time, which are not expressly referred to in this handbook or in your statement of particulars shall be regarded as ex gratia and made at our absolute discretion. The provision of any such benefits shall not confer any contractual entitlement upon you.

If you are in a position where you receive cash tips, it is your responsibility to declare these annually to HMRC. If you do not, you will be held responsible for any tax due, plus interest and penalties.

8 HOLIDAY PAY

Your holiday pay will be calculated in accordance with our current legal obligations, taking into account your normal remuneration.

9 HOLIDAY YEAR

Our holiday year begins on 1 April and ends on 31 March.

10 FIXED CLOSURE PERIODS

You may be required to take up to a maximum of 5 days of your annual holiday entitlement to cover a shutdown period, for example, between Christmas Day and New Years Day.

11 PEAK PERIODS

Our busiest times of the year are from Easter to August, all Twickenham rugby days, November weekends and December.

12 SICKNESS ABSENCE AND SICK PAY

You are entitled to receive Statutory Sick Pay as set out with the Employer Handbook.

13 PENSION

We comply with current legislation regarding the provision of a Workplace Pension Scheme to which you can choose to contribute additional amounts.

You will automatically become enrolled as a member of our pension scheme, subject to earning the minimum amount required. You may opt out of the scheme after auto enrolment.

We shall make a contribution of your basic pay during each month of your employment.

14 DEDUCTIONS FROM WAGES

We reserve the right to require you to repay, either by deduction from your wages/salary or any other method acceptable to the Company:

- any losses sustained by us in relation to our property or monies including till shortages, or the property or monies our clients, customers, visitors or other employees, during the course of your employment caused through your failure to follow our rules/procedures, failure to follow our instructions, your carelessness, your negligence, your recklessness, your omission, your wilful act or through any dishonesty on your part;
- any damages, expenses or any other monies paid or payable by us to any third party for any act or omission for which we may be deemed vicariously liable on your behalf;
- any amounts of remuneration, expenses or any other payments which are overpaid to you whether made by mistake or through any misrepresentation or otherwise;
- any holiday pay paid to you in respect of holiday granted in excess of your accrued entitlement as at the date of termination of your employment; and
- any other sums owed to us by you, including, but not limited to, any outstanding loans or advances.

In the event of such sums being due on the termination of your employment, and if your final salary payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due within one month of the date of the termination of your employment.

If we require to make deductions in respect of any cash shortages or stock deficiencies which have come to our attention within the previous 12 months, we shall apply an agreed schedule of deductions. We shall notify you in advance of the first deduction of your potential liability.

No single deduction in respect of any cash shortages or stock deficiencies will exceed 1/10th of the gross wages payable to you each month. This limitation shall not apply to the final payment made to you in respect of your employment with us.

15 GRIEVANCE PROCEDURE

If you wish to raise any grievance relating to your employment, you should set out details of your grievance, in writing, to your Line Manger. Further information regarding our grievance procedure can be found in our Handbook and is non-contractual.

16 DISCIPLINARY PROCEDURE

We have in place a written policy specifying our disciplinary rules and procedures to which you should refer. A copy of our Disciplinary and Dismissal Procedure is available in the Handbook.

17 DISCIPLINARY APPEALS

You have the right of appeal if you are dissatisfied with any grievance outcome or disciplinary action taken relating to you, including dismissal. Further information can be obtained in our Disciplinary and Dismissal Procedure to which you should refer.

18 NOTICE OF TERMINATION

To be given by the employer

Under 1 month's service – nil

More than 1 month's service - 1 week for each completed year of service to a maximum of 12 weeks'

To be given by the employee

You are required to give 1 week.

You are not permitted to take up employment elsewhere during the notice period.

We reserve the right, at our absolute discretion, to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment (rather than your working out your notice period). This provision applies whether notice to terminate the contract is given by you or given by us.

19 TERMINATION

We shall be entitled to terminate your employment summarily if at any time you are guilty of any type of gross misconduct or if you commit any serious breach of your contract of employment.

20 DECLARATION

You acknowledge that you have read and understood this Statement of Particulars of Employment and your Employee Handbook and that you will read any subsequent versions of the Employee Handbook which we issue from time to time.

You acknowledge that this Statement of Particulars of Employment and the current Employee Handbook, or any such amended version of the Employee Handbook as we may issue from time to time, form your contract of employment and constitute a relevant agreement for the purposes of the Working Time Regulations.

You acknowledge that you have read and understood all of our policies that are currently in force.

Signed by the **Employee**:

Date:

Signed for and on behalf of the **Employer**:

Date: