



## ZERO HOURS CONTRACT OF EMPLOYMENT

### **Parties to Contract**

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1. This contract of employment is made between:

Copenhagen 1801 Ltd of, 12 – 14 Scotswood Road, Newcastle Upon Tyne, NE4 7JB  
(referred to in this contract as “We”)

and

**Kai Davies Of**

19 Hazelmoor, Hebburn, NE31 1DH

(Referred to in this contract as “You”).

### **Employment Dates**

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2. Your employment under this contract [begins /began] on **03/02/2023**.
3. Your period of continuous employment for statutory purposes [begins/began] on **03/02/2023**.

### **Probationary Period**

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4. The first 3 months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time [without notice in your first month of employment and one week’s notice thereafter, which we can at our discretion pay in lieu OR by giving you one week's written notice or by making a payment in lieu]. We may, at our discretion, extend the probationary period. During this probationary period, we will carefully monitor your performance and suitability for your role.

### **Job Title**

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5. The title of your job is Bar Staff.

### **Remuneration**

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6. We will pay you **£9.18** per hour. We will pay you at weekly intervals directly into your bank account every Friday.

## **Normal Place of Work**

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7. Your normal place of work is **Switch Bar**, but we reserve the right to change this on a permanent basis upon [reasonable OR one month's notice] to you.

Due to the nature of the Company's business, you may be required to work at: any of the Company's current or future sites, clients or customers premises or at such other places on a temporary basis as the Company shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom [or overseas].

We will not require you to work outside the United Kingdom for a period of more than one month.

## **Normal Hours of Work**

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8. You do not have set hours of work. You will be asked to work on an "as and when" basis. You are entitled to a 20 minute unpaid break if you work more than 6 consecutive hours.

By accepting this contract of employment, you agree that your working time, including overtime, may exceed an average of 48 hours for each seven days in any period of 17 weeks. You may at any time give us three months' notice in writing to bring this clause to an end.

## **Holiday**

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9. Your holiday entitlement is 5.6 weeks (28 days), inclusive of public holidays.

Our holiday year runs from 1 April to 31 March.

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules.

We will pay you your normal salary for holidays on the basis of your average earnings over the preceding 12 weeks. If your employment ends during the holiday year, we will calculate your holiday entitlement up to that date on the basis of 1/12<sup>th</sup> of your annual entitlement for each complete month worked. Upon termination of your employment, you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement, We shall be entitled to deduct the excess pay from your final salary payment.

If we have ended your employment or would be entitled to bring your employment to an end by reason of gross misconduct on your part or because you cease to be entitled to work in the United Kingdom, or if you have ended your employment in breach of

this agreement, any payment due under the above paragraph shall be limited to your statutory entitlement under the Working Time Regulations 1998 and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

If you are absent from work due to sickness or injury for a continuous period of one month or more in any holiday year, you will not accrue holiday under this contract. Your holiday entitlement for the year in question will be reduced by half a day for each week of the absence, but not below your entitlement under the Working Time Regulations 1998.

### **Sick Pay**

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10. If you are unable to attend work because of sickness or injury, we will not pay you for the first three working days of your absence (waiting days), after which, we will pay you Statutory Sick Pay (SSP).

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require. You agree that any report produced in connection with any such examination may be disclosed to us and we may discuss the contents of the report with the relevant doctor.

If a period of absence is, or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify us and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require. Any Statutory Sick Pay we pay to you in respect of that period shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.

### **Pension**

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11. If you are eligible, we will automatically enrol you into the Peoples Pension Scheme after you have been employed by us for three months. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

## **Termination of Employment/ Contractual Notice**

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12. Following completion of your probationary period, we may bring your employment to an end by giving you written notice as follows:

Length of Continuous Service	Notice Requirement
Less than 1 month	Nil
1 month or more but less than 2 years	1 week
2 years or more but less than 12 years	1 week per year
12 years or more	12 weeks

We reserve the right to bring your employment to an end immediately without notice by making a payment to you in lieu of the required notice.

Any payment in lieu will be equal to your basic salary and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom.

We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

You may bring your employment to an end by giving us not less than 1 week's notice in writing.

## **Garden Leave**

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13. We reserve the right to require the employee to remain away from work during the notice period. Where the Company requires the employee to remain away from work during the notice period (whether the employee or the Company gave notice) the employee is required to comply with all other terms of this contract and any other conditions laid down by the Company. Whilst on full pay, the employee will not be permitted to work for any other person, Company, corporate body or on his/her own behalf, without the Company's prior written permission.

## **Disciplinary and Grievances**

14. Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook. These procedures do not form part of your contract of employment, and we may amend them from time to time at our discretion.

If you wish to appeal against a disciplinary decision you may apply in writing to **Tim McGrath** in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to **your venue manager** in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

## **Outside Interests**

15. For health and safety purposes please notify your manager if you do any work for another employer. The notification should include details of the number of hours that you work each week for that employer.

## **Deductions from Remuneration**

16. We may deduct from any payment we make to you and in particular from your final salary payment, any sums which you owe to us. This includes, without limitation, any overpayment, any sums you owe to us in respect of training courses, fees, etc. or where you are liable to reimburse us for loss or damage to our property.

## **Right to Search**

17. We reserve the right to search you, your work area, and any of your property held on our premises, including any vehicle parked on our property, at any time if there are reasonable grounds for us to believe that you are guilty of theft, or in possession of illegal drugs, or prohibited property, or substances, or in serious breach of our rules or your contract.

Personal searches will be conducted in the presence of at least one agreed witness. Unreasonable failure to consent to a personal search or a search of your property will be regarded as a disciplinary offence.

## **Collective Agreement**

18. There is no collective agreement which directly affects your employment.

## **Lay Off**

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19. In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

## **Data Protection Act 1998**

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20. By accepting the terms of this contract, you consent to us processing personal data and sensitive personal data relating to you at any time (before, during or after your employment) to the extent reasonably necessary in connection with:
- a. our personnel, administrative, financial, regulatory, payroll, insurance, pension, employee benefits and other purposes related or ancillary to your employment or the business of the Company;
  - b. any merger, sale or acquisition of a company or business in which we are involved or any transfer of any business in which you perform any duty or have any responsibility;
  - c. the operation of our sickness policy or pension scheme or to monitor absence.
  - d. any offence committed or alleged to have been committed by you or any related proceedings for the purpose of implementing our disciplinary procedures.
  - e. any employee's grievance against you.
  - f. the monitoring of ethnicity with the Company.

You are responsible for informing us of all changes to your personal data, including but not limited to, name, address, marital status, contact details, qualifications and next of kin.

You are also responsible for ensuring that any personal data or sensitive personal data of other employees, including any which you may use or access during your employment, is kept secure from unauthorised access or disclosure and you will not discuss or disclose to any person such data except in accordance with Our Data Protection Policy and the Data Protection Act 1998.

## **Confidentiality**

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21. For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any Group Company or any of its or their business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties), either during the employment, or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- (a) any use or disclosure authorised by the us (The Company), or required by law;
- (b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
- (c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

### **Variation of Terms**

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22. We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

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### **AGREEMENT**

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Signed

A handwritten signature in black ink, appearing to read 'R. Davies'.

(You)

Dated

03/02/2023

Signed on behalf of Copenhagen 1801 Ltd.

A handwritten signature in black ink, appearing to read 'T. McGrath'.

Signed

T. McGrath

Dated

03/02/2023