OPHEEM

NEW STARTER PACK

STARTING

SALARIED · TRONC INCLUDED

48 SUMMER ROW · BIRMINGHAM · B3 1JJ · OPHEEM.COM

PRIVATE & CONFIDENTIAL

WELCOME TO OPHEEM

This pack brings together everything we need from you before your first shift: your contract, the forms our payroll and compliance teams rely on, and the safety training every member of the Opheem team signs off. Please read each section carefully, complete the fields marked for you, and sign where asked.

HOW TO COMPLETE THIS PACK

For you to complete
Ivory fields are yours. Type your details and, where asked, type your full name as your signature.

Aa

Set by Opheem
Navy text on a fine line has been completed by Opheem and is locked. If anything is wrong, tell your manager – do not alter it.

For office use
Boxes in grey panels are completed by your manager when you return the pack.

Open the pack in Adobe Acrobat Reader (free), Apple Preview or your browser, fill in the fields, save, and return the completed file to your manager. Details such as your address and date of birth only need typing once – they fill in automatically wherever they appear.

CONTENTS

01	New Starter Form	3
02	Employer Right to Work Verification	6
03	Contract of Employment – salaried, tronc included in salary	8
04	Health Check Questionnaire	20
05	Toolbox Talk: Fire Prevention	23
06	Food Hygiene	25
07	Manual Handling and Hazards	27
08	Fire Safety and Emergency Action Plan	28
09	Fire Extinguishers	30
10	Basic Compliance	32
11	Working Week Agreement	34
12	Confidentiality Agreement	35

01 · PERSONAL DETAILS, PAYROLL AND FILE CHECKLIST

NEW STARTER FORM

Welcome to Opheem. This form is the front sheet of your personnel file and gives our payroll team what it needs to pay you correctly from your first payday. Please complete every ivory field.

WHAT YOU NEED TO DO

Complete your personal, next of kin and bank details, tick the starter declaration that applies to you, then sign. Anything you type here, such as your address and date of birth, fills in automatically wherever it appears later in the pack.

PERSONAL DETAILS

FULL NAME

PREFERRED NAME

DATE OF BIRTH

NATIONAL INSURANCE NUMBER

GENDER

MARITAL STATUS

ETHNIC ORIGIN (OPTIONAL)

NATIONALITY

HOME ADDRESS

POSTCODE

TOWN / CITY

MOBILE NUMBER

EMAIL ADDRESS

RIGHT TO WORK EVIDENCE PROVIDED

VISA / PERMISSION EXPIRY (IF ANY)

NEXT OF KIN

NAME

RELATIONSHIP

CONTACT NUMBER

EMAIL

BANK DETAILS

NAME ON ACCOUNT

BANK OR BUILDING SOCIETY

SORT CODE

ACCOUNT NUMBER

BUILDING SOCIETY ROLL NUMBER (IF ANY)

STARTER DECLARATION (HMRC)

Tick **one** statement. This replaces the old P46 and tells payroll which tax code to use if you do not have a P45 from a previous employer.

- ☐ **A** – This is my first job since 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, or a State or Occupational Pension.
- ☐ **B** – This is now my only job, but since 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.

STUDENT OR POSTGRADUATE LOAN NOT YET REPAID? IF YES, WHICH PLAN (1, 2, 4, 5 OR POSTGRADUATE)?

DECLARATION

I confirm that the information I have provided is correct.

EMPLOYEE NAME

SIGNATURE – TYPE YOUR FULL NAME

DATE

EMPLOYER TO COMPLETE

JOB TITLE

LOCATION

START DATE

FULL OR PART TIME

CONTRACTED HOURS PER WEEK

PAYMENT TYPE

Annual salary inc. tronc

PAYMENT AMOUNT

PAYMENT METHOD

BACS

PAYMENT FREQUENCY

Monthly

HOLIDAY ALLOWANCE

28 days a year, including bank holidays

PAID BY ROTA?

EMPLOYEE NUMBER

FOR OFFICE USE – COMPLETED BY YOUR MANAGER

Identification produced

- ☐ Passport, with residence permits or visas where applicable.
- ☐ Current proof of address – bank letter, driving licence, utility bill, HMRC or Jobcentre letter, or a payslip from the last six months.
- ☐ Proof of National Insurance number – NI card or letter, P45, P60 or a payslip.

Days usually worked

☐ Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat ☐ Sun

DIVISION

WORKING TIME OPT-OUT SIGNED? (YES / NO)

EMPLOYER NAME

EMPLOYER SIGNATURE

DATE

DOCUMENT CHECKLIST – OFFICE USE

DOCUMENT	RECEIVED	DATE COMPLETED
Offer letter Two copies signed and dated: one for the employee file, one for the employee.	☐	
Contract of employment Two copies signed and dated: one for the employee file, one for the employee.	☐	
New starter form This form, completed and signed.	☐	
Confidentiality agreement	☐	
Working week agreement	☐	
Health check questionnaire	☐	
National Insurance number evidence Copy of card, HMRC letter, P45/P60 or payslip.	☐	
Basic compliance	☐	
Fire safety and fire prevention	☐	
Fire extinguishers	☐	
Manual handling	☐	
Food hygiene	☐	
House rules	☐	
Right to work verification and evidence Completed check record plus copies of documents or the online check result.	☐	

FOR OFFICE USE – COMPLETED BY YOUR MANAGER

RIGHT TO WORK FOLLOW-UP CHECK DUE (IF TIME-LIMITED)

LEAVING DATE

Take copies of all original documents supplied by the employee. Sign and date each copy to confirm you have seen the original and that it complies with the Home Office right to work guidance.

02 · IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006

EMPLOYER RIGHT TO WORK VERIFICATION

Every member of the Opheem team must have their right to work in the UK checked before their first shift. The check is carried out by your manager, with you present, and this record is kept on your file for the length of your employment and two years afterwards.

WHAT YOU NEED TO DO

Tell us how you will prove your right to work. If you have an eVisa, settled or pre-settled status, or another online immigration status, generate a share code at **gov.uk/prove-right-to-work** and enter it below. Bring your original documents to your first day.

EMPLOYEE TO COMPLETE

EMPLOYEE NAME

POSITION

NATIONALITY

SHARE CODE (IF APPLICABLE)

DATE OF BIRTH

DOCUMENT(S) I WILL PROVIDE, E.G. BRITISH PASSPORT, BIRTH CERTIFICATE AND NI LETTER

EMPLOYER CHECK – COMPLETED BY THE MANAGER CARRYING OUT THE CHECK

How the check was carried out

- ☐ **Manual document check** of original documents from the Home Office List A or List B, in the employee's presence.
- ☐ **Home Office online check** using the employee's share code (required for eVisa, EU Settlement Scheme and other online statuses).
- ☐ **Digital identity check** through a certified Identity Service Provider (valid British or Irish passports only).
- ☐ **Employer Checking Service** – Positive Verification Notice received.

Result

- ☐ **Continuous right to work** (List A, or online status with no time limit) – no follow-up check needed.
- ☐ **Time-limited (List B Group 1 or online check)** – follow-up check before permission expires.
- ☐ **Time-limited (List B Group 2 or PVN)** – follow-up check within six months.

DOCUMENTS SEEN / ONLINE CHECK REFERENCE

DATE OF CHECK

PERMISSION EXPIRES

FOLLOW-UP CHECK DUE

WORK RESTRICTIONS, E.G. 20 HRS IN TERM TIME

The three steps

- ☐ **Obtain** – original documents, or the online profile viewed via the share code.
- ☐ **Check** – documents are genuine and unaltered, belong to the holder, photographs and dates of birth are consistent, permission has not expired and the work offered is permitted.
- ☐ **Copy** – a clear copy of every relevant page (or the online check result) is retained, marked with the date of the check.

I confirm that, to the best of my knowledge, the documents I have checked are genuine, have not been tampered with, belong to the holder and are consistent with their appearance; that any time-limited permission is in date; and that the person is permitted to do the work being offered.

CHECKED BY

SIGNATURE

DATE

03 · SALARIED CONTRACT – TRONC INCLUDED IN SALARY

CONTRACT OF EMPLOYMENT

This contract sets out the terms on which Opheem Ltd employs you and meets the requirements of section 1 of the Employment Rights Act 1996 (as amended).

WHAT YOU NEED TO DO

Read your contract carefully, including the three appendices. If anything is unclear, ask before you sign. Sign at the end of the contract; Opheem keeps one copy and you keep one copy.

KEY TERMS

EMPLOYEE	JOB TITLE
PLACE OF WORK	START DATE
HOURS AND WORKING PATTERN	
ANNUAL SALARY (GROSS, INCLUSIVE OF TRONC)	PAY DATE
	Monthly in arrears, by the 5th
CONTRACT TYPE	HOLIDAY
Salaried contract – tronc included in salary	28 days a year, including bank holidays
INITIAL PERIOD	NOTICE
6 months (may be extended by up to 3 months)	See clause 17

1 Parties

1.1 Employee

1.2 This Agreement is made between Opheem Ltd trading as Opheem ("the Company") and the Employee named in clause 1.1 ("you"). It supersedes any earlier agreement between you and the Company.

1.3 The headings in this Agreement are for convenience only and do not affect its interpretation. The Key Terms above summarise this Agreement and form part of it.

2 Job title and duties

2.1 Job title

2.2 Your duties are those the Company may from time to time consider to fall within the general scope of this role.

2.3 The Company may, at its discretion, require you to undertake additional duties and responsibilities that it considers appropriate to your abilities and the needs of the business.

3 Place of work

3.1 Normal place of work

3.2 If necessary, you may be required to work temporarily at, or on request to transfer permanently to, any other restaurant in the group that the Company has set up or may set up within a 20-mile radius of your normal place of work.

4 Start of employment

4.1 Start date

4.2 Your employment, and your period of continuous employment with the Company, begin on this date. No previous employment counts towards your continuous employment.

5 Initial period of employment

5.1 The first six months of your employment are an initial period during which your performance and conduct will be monitored and appraised.

5.2 The Company may extend this period by up to three months, without affecting its right to end your employment before or at the end of the period if it finds you, for any reason, incapable of carrying out your job or otherwise unsuitable for it.

5.3 At the end of the initial period your performance and suitability will be reviewed within a reasonable time. The period is not complete until the Company has carried out its review and confirmed the position to you in writing.

6 Hours of work

6.1 Hours and working pattern

6.2 You will normally work a five-shift week within these hours, as set by the Company rota, which will normally be issued in advance of the relevant week.

6.3 These hours must be regarded as flexible. You may be required to vary them, or to work additional hours in excess of your normal hours, where reasonably necessary for the proper performance of your duties and to meet the needs of the business. No extra payment will be made for additional hours worked. No deduction will be made where you leave early with consent once your duties have been properly completed.

6.4 The Company reserves the right to require you to work different hours according to the needs of the business, on a temporary or permanent basis. This may mean shorter or longer hours, or working on different days or at different times of day. It is a condition of your employment that you agree to work different hours if requested. Your shifts may also be reduced if the need for staff falls because of lower trade, in which case your pay will be directly proportional to the shifts completed.

6.5 You are responsible for completing all tasks appropriate to your role efficiently and within your working hours. The Company takes no responsibility if you choose to work beyond your contracted hours in order to complete your workload at a slower pace.

7 Pay, tips and tronc

7.1 Annual salary (gross, inc. tronc)

7.2 Your salary is inclusive of a tronc element and is paid monthly in arrears, on or before the 5th of the following month, by credit transfer to a bank or building society account you nominate.

7.3 The part of your salary that is not tronc will never be less than the National Minimum Wage or National Living Wage for the hours you work.

7.4 Tips do not form part of your contractual pay. Tips are allocated fairly among the team by a troncmaster appointed by the Company, in line with the Company's tipping policy; the tronc element of your salary is paid from this allocation.

7.5 Your salary will be reviewed annually. A review will not necessarily result in an increase, and no review will take place once either party has given notice to end your employment.

7.6 If you do not complete a full working week, your salary will be paid according to the shifts completed.

8 Discretionary bonus

8.1 The Company may from time to time, in its absolute discretion, pay you a bonus calculated on whatever basis it determines. Payment may depend on Company performance and profitability, your individual performance and conduct, a combination of these, or other criteria the Company sets.

8.2 Whether a bonus is paid, and its amount, are entirely at the Company's discretion. You have no contractual entitlement to a bonus at any time, regardless of whether bonuses have been paid to you or others before.

8.3 If a bonus scheme based on target criteria is introduced, this contract will be supplemented in writing to set out the structure of that scheme.

9 Holidays

9.1 The Company's holiday year runs from 1 January to 31 December. You are entitled to 28 days' paid holiday in each full holiday year. There is no additional entitlement for bank holidays, which in the restaurant business are normally working days.

9.2 Holiday accrues monthly at the rate of 2.33 days per calendar month from your first day of employment.

9.3 Christmas is a very busy period for the business, so holiday may not be taken between 23 November and 23 December.

9.4 The Company operates a system for approving holiday requests, which you must follow; details, and any changes to it, will be made known to you. The Company will try to accommodate your holiday plans wherever the needs of the business allow, but you must not book a holiday until your request has been authorised in writing by your line manager.

9.5 You must use all of your holiday entitlement by the end of each holiday year. Except in exceptional circumstances, or where the law requires otherwise, holiday may not be carried forward; untaken holiday will be lost and no payment will be made in lieu of it.

9.6 No more than two weeks' holiday may be taken at any one time without your line manager's prior written agreement, and you must give at least one month's notice of the start date of any holiday.

9.7 The Company may need to close the restaurant for refurbishment or for short periods, and reserves the right to require you to take holiday from your entitlement during a closure on at least one week's notice. It will always try to give as much notice as possible so you can plan in advance.

9.8 In the holiday years in which your employment starts and ends, your entitlement will be in proportion to the part of the year in which you are employed.

9.9 When your employment ends you will be paid for holiday accrued but not taken in that holiday year. If you have taken more holiday than you have accrued, you agree that the Company may deduct the value of the excess from your final pay.

10 Sick pay

10.1 Subject to the statutory rules, you are entitled to Statutory Sick Pay (SSP) during periods of sickness absence on days you are scheduled to work. Any payment above SSP is at the absolute discretion of the Company.

11 Reporting sickness absence

11.1 On the first day of any sickness absence you must make sure your line manager is told by telephone at the earliest possible opportunity. You should explain the nature of your illness and when you expect to return, and tell the Company as soon as possible if your expected return date changes.

11.2 Absence of up to and including seven consecutive days must be covered by a self-certificate. Absence beyond seven days must be covered by one or more fit notes from a doctor or other qualified healthcare professional, provided at intervals of no more than seven days.

11.3 While you are off sick you remain employed by the Company, and it is important that you keep in regular contact so that the Company can plan for your absence.

11.4 You must tell your line manager on the first day of your return to work after sickness absence and complete a self-certificate if applicable. Self-certificate forms are available from your line manager.

12 Medical examinations

12.1 The Company may ask you to undergo a medical examination by a medical practitioner it nominates at any stage of your employment, where it is reasonable to do so. You agree to authorise the practitioner to prepare a report of the results and to co-operate in its disclosure to the Company. The Company will meet the cost.

12.2 The Company may also consider it necessary to request a medical report from your GP or consultant. If so, you will be told of your rights under the Access to Medical Reports Act 1988 and asked for your written consent.

13 Compassionate leave and family emergencies

13.1 The Company will consider all requests for compassionate leave or time off to deal with a family emergency; raise any request with your line manager. There is no contractual entitlement to pay for such absences, and any payment is at the absolute discretion of the Company. This does not affect your statutory rights to time off.

14 Pension

14.1 The Company operates a workplace pension scheme in line with its automatic enrolment duties under the Pensions Act 2008. If you meet the eligibility criteria you will be enrolled automatically, and you and the Company will each contribute at the applicable statutory rates. You may opt out within the opt-out period.

14.2 If you are not eligible for automatic enrolment you may still be entitled to ask to join the scheme. Full details are available from your line manager. Your contributions will be deducted from your pay and paid into the scheme.

15 Business fluctuations

15.1 Restaurant trade can be volatile, with prolonged periods of low trade. The Company wants to avoid making you or other staff redundant during downturns. You therefore agree to be laid off, or to work fewer shifts on a reduced rota with proportionately reduced pay, as a way of protecting your job during a quiet period.

16 Other work and confidentiality

16.1 During your normal hours of work you may not, without the Company's prior written consent, devote any time to any business other than the Company's, or to any public or charitable duty.

16.2 During your employment you may not, without the Company's prior written consent, take on any work or other activity that may adversely affect your ability to carry out your duties properly and efficiently. Whether an activity would have that effect is at the Company's absolute discretion. The Company will not agree to you working in a competing business where its menus, suppliers or marketing would put you in a position to prejudice the Company.

16.3 To seek permission you must tell your line manager: the name of the proposed employer or activity; the type of business or activity; the work you would do; the proposed hours; and the location.

16.4 You must not, during your employment or afterwards, use or disclose to anyone, except in the proper course of your duties, any confidential information about the Company or its customers that is not in the public domain and that has come to your knowledge during your employment. This includes the Company's recipes, details of its suppliers and its unpublished marketing work. Your obligations are set out in full in the Confidentiality Agreement (section 12).

17 Notice

17.1 Your employment is not for a fixed term, but either party may end it by giving written notice as follows.

LENGTH OF CONTINUOUS SERVICE	NOTICE FROM THE COMPANY	NOTICE FROM YOU
Less than one month	One day	Two weeks
One month to six months	One week	Two weeks
Six months to two years	One week	One month
Two years to twelve years	One week for each complete year of service	One month
Twelve years or more	Twelve weeks	One month

17.2 The Company is not obliged to provide you with work once either party has given notice, and may at its absolute discretion pay you in lieu of all or part of the notice period (subject to tax and National Insurance). Any payment in lieu will be calculated on basic pay only and will not include tips, bonus or commission, any payment for benefits, or holiday that would have accrued during the notice period. You have no right to a payment in lieu unless the Company chooses to make one.

17.3 If you leave without giving the proper notice, or leave during your notice period without permission, you agree that the Company may deduct a sum for each day not worked during the notice period from any final payment due to you. The deduction will not exceed the actual loss suffered by the Company, is a genuine attempt to assess that loss and is not a penalty, and will be in full and final settlement of the Company's claim for that breach of contract.

17.4 If you leave without giving proper notice during your initial period of employment, you may also be liable for a deduction of up to four weeks' pay to reimburse the Company for the time spent training you in your role. This deduction will not exceed the hours you have worked and will not be applied in addition to clause 17.3.

18 Performance review

18.1 Your performance will normally be reviewed at least once a year. The timing of reviews is at the Company's discretion. Details of the review process will be given to you, and you are required to take part in it.

19 Return of Company property

19.1 When your employment ends, for whatever reason, you must immediately return all keys, swipe cards, credit cards, computer hardware and software, books, documents, accounts and any other Company property in your possession or control, or relating to the Company's business. You must not keep copies of any information, recipe, menu or supplier document, and if required you must confirm in writing that you have complied with this clause.

20 Non-solicitation of employees

20.1 To the extent permitted by law, for twelve (12) months after your employment ends, for any reason, you will not directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, whether for yourself or for any other business or person.

21 Debts and overpayments

21.1 If, when your employment ends, you owe the Company money for any reason, including as a result of negligence or default on your part, you agree that the Company may deduct the amount from any payment due to you.

22 Deductions from pay

22.1 The Company may make necessary and reasonable deductions from your pay for breakages and for stock and till deficits. Any deduction will be clearly itemised on your payslip.

22.2 Deductions will normally be made only from the person directly responsible. Where losses result from continued negligence that cannot be attributed to an individual, deductions may be made across the team.

22.3 The cost of any allowances or uniform provided by the Company will be recovered from your final pay if they are lost or not returned on your last day of employment.

23 Disciplinary rules

23.1 The Company's disciplinary rules and procedure are set out in Appendix 1.

23.2 The Company reserves the right not to apply the procedure during the first two years of your continuous employment.

23.3 In cases of gross misconduct the Company may end your employment without notice. This would normally follow a disciplinary hearing at which you were warned in advance of the possible outcome.

24 Grievance procedure

24.1 The Company's grievance procedure is set out in Appendix 2.

25 Supplier gifts and kickbacks

25.1 The Company's supplier gifts and kickback policy is set out in Appendix 3.

26 Changes to your terms

26.1 The Company may make reasonable changes to your terms of employment from time to time according to the needs of the business. It will notify you of any changes in writing, giving reasonable notice of more significant changes.

ACCEPTANCE

I confirm that I have read, understood and accept this statement of terms and conditions of employment, including the Key Terms, and I agree to observe them.

EMPLOYEE NAME	SIGNATURE – TYPE YOUR FULL NAME	DATE

FOR AND ON BEHALF OF OPHEEM LTD	POSITION	DATE

APPENDIX 1

DISCIPLINARY PROCEDURE

The Company does not wish to impose unreasonable rules of conduct, but certain standards of behaviour are necessary to maintain good working relationships and discipline in the interests of everyone. The Company prefers discipline to be voluntary and self-imposed, and in the great majority of cases this is how it works. From time to time, however, it may be necessary to take action where an employee's behaviour or performance is unacceptable.

With the exception of the section headed "Alternative disciplinary sanction", this procedure is non-contractual and does not form part of your contract of employment.

Minor faults will be dealt with informally through counselling and training. Where informal discussion does not lead to improvement, or where a matter is too serious to be treated as minor – for example unauthorised absence, persistent poor timekeeping or sub-standard work – the following procedure will be used. An investigation will be carried out at every stage.

The Company will write to the employee setting out the allegations and inviting them to a disciplinary hearing. It will give enough information about the alleged misconduct or poor performance, and its possible consequences, for the employee to prepare their response, including copies of any written evidence and witness statements where appropriate.

After reasonable time to prepare, a formal hearing will be held, conducted by a manager. The employee may be accompanied by a trade union official, a trade union representative or a colleague of their choice, and must make every effort to attend. At the hearing the employee may set out their case, answer the allegations, ask questions, present evidence, call relevant witnesses and comment on any information provided by witnesses.

Employees must not record any disciplinary or appeal hearing, openly or covertly, without the Company's express permission. Covert recording may itself lead to disciplinary action.

After the hearing the Company will decide whether disciplinary action is justified and will confirm its decision in writing, in accordance with the stages below, together with the employee's right of appeal. Conduct is not looked at in isolation: each incident is considered together with any previous ones.

STAGE 1 – WRITTEN WARNING

The employee will be given a formal written warning setting out the reason for it, how they need to improve their conduct or performance, the timescale for improvement, that it is the first stage of the formal procedure, and the likely consequences if the warning is not complied with. The warning will be recorded but disregarded after six months, subject to satisfactory conduct and performance.

STAGE 2 – FINAL WRITTEN WARNING

A failure to improve, a repeat of misconduct for which a warning has already been given, or a first instance of serious misconduct or seriously poor performance may result in a final written warning. It will set out the misconduct or poor performance, how the employee must improve and over what timescale, and that dismissal is likely if the warning is not complied with. It will be recorded but disregarded after twelve months, subject to satisfactory conduct and performance. The Company may extend its validity to a maximum of three years for very serious misconduct, or where the employee has a history of misconduct.

STAGE 3 – DISMISSAL

Failure to meet the requirements of a final written warning will normally lead to dismissal with notice, and only after the fullest possible investigation. Dismissal may be authorised only by a senior manager or a Director. The employee will be told the reasons for dismissal, the notice period, the date their employment will end, and how to appeal.

GROSS MISCONDUCT

Gross misconduct is so serious that it will normally result in summary dismissal, without notice or payment in lieu of notice. Examples include:

- any breach of the criminal law, such as theft;
- unauthorised possession or removal of Company products or property, or property belonging to a colleague, client, customer or visitor; fraud, including false expense claims; deliberate falsification of records; false declarations in connection with employment; or any other dishonesty;
- using Company property, materials or equipment for personal work for third parties without permission;
- misuse of Company benefits, such as improper use of a staff discount;
- offering, promising or giving a bribe, or requesting, agreeing to receive or accepting a bribe;
- wilfully or negligently causing harm or injury to a colleague, client, customer or visitor; physical violence, assault, fighting or bullying; or grossly offensive, abusive or aggressive behaviour or language;
- deliberately or negligently damaging Company property or property belonging to a colleague, client, customer or visitor;
- vandalising or intentionally interfering with the Company's computers or computer or telephone networks;
- causing loss, damage or injury through serious carelessness or gross negligence;
- dereliction of duty, including sleeping at work or undertaking unauthorised activities during working hours;
- wilful refusal to obey a reasonable management instruction, or serious insubordination;
- serious incapacity at work through alcohol or illegal drugs, whether consumed on or off Company premises;
- bringing illegal drugs, other illegal substances or items, or weapons onto Company premises;
- smoking or vaping on Company premises other than in designated outside areas;
- accessing sexually explicit websites; downloading or circulating pornographic, offensive, illegal or obscene material; using the internet or email for gambling; or sending offensive emails to colleagues, including from a personal device;
- engaging in sexual activity on Company premises at any time;
- posting derogatory, offensive, discriminatory or defamatory comments online, including on social media, about the Company, its employees, clients or customers, or otherwise behaving online in a way that is detrimental to the Company or brings it into serious disrepute;
- a serious breach of health and safety rules, including acts or omissions that endanger a colleague, client, customer or visitor;
- a serious breach of security rules;
- discriminating against, harassing, bullying or victimising a colleague, client, customer or visitor because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex or sexual orientation;
- a serious breach of confidentiality, including unauthorised access to computer records, or passing trade secrets or confidential information about the Company or its customers to third parties or a competitor without permission;

- engaging in unauthorised activity that conflicts with the interests of the Company or its clients or customers;
- breaching copyright or any other proprietary interest belonging to the Company;
- knowingly breaking a legal requirement in connection with your employment;
- bringing the Company into serious disrepute, even in your own time;
- unauthorised absence, including failure to return from annual leave or other approved leave.

This list is a guide and is not exhaustive.

ALTERNATIVE DISCIPLINARY SANCTION (CONTRACTUAL)

As an alternative to a final written warning or to dismissal, the Company reserves the right to demote an employee for a fixed period of no longer than six months, by written notice. The Company may also reduce the employee's salary for the period of demotion. The notice will set out any changes to the employee's terms and conditions, including any reduction in salary or loss of benefits. Where demotion is used as an alternative to summary dismissal for gross misconduct, the Company may also issue a final written warning. This section of the procedure is contractual.

SUSPENSION

In cases of serious or gross misconduct an employee may be suspended on full basic pay while a full investigation is carried out. Suspension is a neutral act that does not imply guilt or blame, will be as short as possible, and is not a disciplinary action.

APPEALS

An employee may appeal against any disciplinary decision, including dismissal, to a Director within five working days of the decision. The appeal should be in writing and state the grounds. The employee will be invited to an appeal hearing chaired by a senior manager or Director, may be accompanied as above, and will be told the outcome in writing. The Company's decision on appeal is final.

EMPLOYEES WITH SHORT SERVICE

This disciplinary procedure does not apply to employees who have been employed by the Company for less than two years.

APPENDIX 2

GRIEVANCE PROCEDURE

PURPOSE

This procedure gives an employee with a grievance the opportunity to have it examined quickly and fairly and, where a grievance is found to exist, resolved at the earliest practicable opportunity. Most issues can be settled informally with your line manager, and you should aim to do so wherever possible; this procedure deals with matters that need a more formal approach. It is non-contractual and does not form part of your contract of employment.

STAGE 1

If a grievance cannot be settled informally, put it in writing to your line manager, making clear that you are raising a formal grievance under this procedure. If your grievance is about your line manager, address it to another manager.

A manager (not necessarily the one you wrote to) will invite you to a grievance meeting. You may be accompanied by a trade union official, a trade union representative or a colleague of your choice, and must make every effort to attend. At the meeting you can explain your grievance and how you think it should be resolved.

Employees must not record any grievance or appeal meeting, openly or covertly, without the Company's express permission. Covert recording may lead to disciplinary action.

The Company will aim to respond within five working days of the meeting. If this is not possible you will be told why and when to expect a response. You will receive the decision in writing, with your right of appeal.

STAGE 2 – APPEAL

If you feel your grievance has not been satisfactorily resolved, you may appeal in writing to a more senior manager or a Director within five working days of the decision, setting out your grounds.

A senior manager or Director (not necessarily the one you wrote to) will hear your appeal at a meeting, at which you may again be accompanied. They will aim to respond within five working days, will tell you if more time is needed, and will confirm the outcome in writing. This is the final stage of the procedure and the Company's decision is final.

DISCIPLINARY MATTERS

If your complaint concerns a disciplinary, performance review or dismissal decision, use the appeal procedure provided with that decision rather than this grievance procedure.

APPENDIX 3

SUPPLIER GIFTS AND KICKBACK POLICY

INTRODUCTION

Honesty and fairness are central to the Company's values of integrity and guest satisfaction. Our values and policies require everyone to make a committed effort to do the right thing at all times and to be honest in all business dealings and work-related activities. Offering or soliciting gifts or kickbacks compromises those standards and is prohibited.

DEFINITION

A kickback is **any** money, fee, commission, credit, gift, gratuity, item of value or other compensation provided, directly or indirectly, by an existing or prospective supplier in order to obtain or reward favourable treatment in the bidding, awarding or continuation of business with the Company.

RELATIONSHIPS WITH SUPPLIERS

Relationships with suppliers of all goods and services must be at arm's length, reflecting a willing buyer and a willing seller. Wherever possible competitive quotes should be obtained, with decisions based on quality, price, availability and service.

If you are a friend or relative of a supplier you are buying from, you must disclose this to the Managing Director or your line manager before placing the order. Neither you nor your immediate family may use a Company supplier for personal needs other than on an arm's-length basis.

KICKBACKS FROM SUPPLIERS

You must never accept personal cash, loans, travel, accommodation or other favours from existing or potential suppliers in exchange for our business. Supplier-funded trips and shows may not be used for personal benefit; travel and accommodation offered by suppliers may be accepted only for genuine business purposes. You should not normally accept invitations to sporting or public events where your attendance is at substantial cost to the supplier and there is no significant business reason to attend.

GIFTS AND HOSPITALITY

Some gifts and hospitality may be acceptable in limited circumstances. Meetings with suppliers may include an element of hospitality provided it is of reasonable value, occasional, in good taste and consistent with our values. Taking part in supplier-sponsored seminars, events or activities at supplier premises, and smaller sporting events, requires the prior approval of the Managing Director.

04 · CONFIDENTIAL

HEALTH CHECK QUESTIONNAIRE

We ask every new team member to complete this questionnaire after an offer of employment has been made, so that we can make any adjustments you need and keep you, your colleagues and our guests safe. Your answers are confidential, seen only by those who need to know, and stored in line with UK GDPR and the Data Protection Act 2018.

WHAT YOU NEED TO DO

Complete your details, answer every question **Yes** or **No**, give details for any Yes answer, then sign at the bottom. If you are unsure about anything, speak to your manager in confidence.

PERSONAL DETAILS

FULL NAME

JOB APPLIED FOR

DATE OF BIRTH

HOME ADDRESS

CONTACT NUMBER

GP'S NAME

GP SURGERY ADDRESS

NEXT OF KIN

RELATIONSHIP TO YOU

NEXT OF KIN CONTACT NUMBER

NEXT OF KIN ADDRESS

MEDICAL HISTORY

HAVE YOU EVER HAD, OR DO YOU HAVE...	YES	NO	IF YES, GIVE DETAILS AND DATES
Any impairment which may affect your ability to work safely?	○	○	
Eyesight problems not corrected by glasses or contact lenses, glaucoma or restricted vision?	○	○	
Hearing problems not corrected by hearing aids, tinnitus, noise-induced hearing loss or ear infections?	○	○	
Difficulty standing, bending, lifting or with other movements?	○	○	
Sciatica or any kind of back problem?	○	○	
Neck or shoulder problems, tennis elbow or an upper limb disorder?	○	○	
Discomfort when using computers?	○	○	
Any mental health condition, e.g. depression, anxiety, an eating disorder or substance misuse?	○	○	
A drug or alcohol problem?	○	○	
Fits, blackouts or epilepsy?	○	○	
Any allergies, including to foods, medicines or pollen?	○	○	
Asthma, bronchitis, chest problems or treatment for tuberculosis?	○	○	
A persistent cough for three weeks or more, coughing up blood, or unexplained weight loss or fever?	○	○	
Diabetes, thyroid or other gland problems?	○	○	
Episodes of chest pain or breathlessness, heart disease, high blood pressure or angina?	○	○	

DECLARATION

I confirm that the information I have given is true and complete. I understand that giving false or misleading information may lead to disciplinary action.

EMPLOYEE NAME	SIGNATURE – TYPE YOUR FULL NAME	DATE

FOR OFFICE USE – COMPLETED BY YOUR MANAGER

REVIEWED BY (EMPLOYER)	EMPLOYER SIGNATURE	DATE

05 · TOOLBOX TALK

FIRE PREVENTION

Fire can cause injury, loss of life and serious damage. In a working kitchen with open flame, hot oil, gas and electrical equipment, preventing fire is part of everyone's job. Under the Regulatory Reform (Fire Safety) Order 2005 both Opheem and every member of the team have legal duties to prevent fire and reduce its risk.

WHAT YOU NEED TO DO

Read this talk with your manager, answer the two questions at the end in your own words, then sign.

HOW FIRES START

A fire needs three things at the same time – the **fire triangle**. Take any one away and a fire cannot start or keep burning.

- **Heat** – a source of ignition: naked flames, hot surfaces, sparks, or faulty or misused electrical equipment.
- **Fuel** – anything that will burn: cooking oil and fat, packaging, linen, paper, soft furnishings and waste.
- **Oxygen** – always present in the air, and fed by draughts through open doors, windows and extraction.

WHAT YOU CAN DO TO PREVENT FIRE

- Read our Fire Safety and Emergency Action Plan (section 08) and know your escape routes.
- Keep fire doors closed at all times, or clear if they are held open on automatic releases.
- Keep escape routes, exits and fire equipment clear – never store stock in corridors or stairwells.
- Never leave cooking unattended, keep extraction canopies and filters clean, and empty bins regularly.
- Store flammable, combustible and hazardous materials correctly and away from heat.
- Switch off and report damaged plugs, leads and equipment; report any damage to alarms, detectors or extinguishers.
- Close windows and doors at the end of the night.
- If you see or smell smoke, raise the alarm and tell a manager immediately.

YOU SHOULD KNOW

- How and where to raise the alarm, and how the Fire and Rescue Service is called.
- Where the extinguishers and fire blankets are and, if you have been trained, how to use them.
- Your escape routes, how to open the emergency doors and where the assembly point is.
- How to guide guests and visitors to the nearest exit.
- That nobody re-enters the building until told it is safe, and how fire drills work.

IF THERE IS A FIRE

- Raise the alarm at the nearest call point and follow the evacuation procedure and the fire marshals' instructions.
- Only tackle a small fire with the correct extinguisher if you have been trained and it is safe – never take a personal risk.
- Where safe, turn off gas and isolate equipment on your way out.
- Leave by the nearest safe route, do not use a lift, and report to the assembly point.

If you have any concerns about fire safety, speak to your manager.

CHECK YOUR UNDERSTANDING

1. What three things are needed for a fire to start?

YOUR ANSWER

2. List three things you can do to prevent fire.

YOUR ANSWER

CONFIRMATION

I have read and understood this toolbox talk.

EMPLOYEE NAME	SIGNATURE – TYPE YOUR FULL NAME	DATE

FOR OFFICE USE – COMPLETED BY YOUR MANAGER

TRAINED BY (MANAGER)	MANAGER SIGNATURE	DATE

06 · SAFETY IN THE WORKPLACE

FOOD HYGIENE

Every point below must be followed at all times and will be discussed with your manager. Sign only once you have discussed and understood every point; the signed page is kept on your personnel file for reference.

WHAT YOU NEED TO DO

Go through each point with your manager, then sign.

PERSONAL HYGIENE

- Keep yourself clean and wear clean clothing every day.
- Always wash your hands thoroughly:
  - before starting work and after every break;
  - before and after handling food, and after handling raw food or rubbish;
  - after using the toilet, blowing your nose, smoking or eating;
  - after using cleaning chemicals.
- Use the hand sanitiser stations around the restaurant at every opportunity.
- Keep fingernails short and free of polish; remove jewellery; do not wear perfume or aftershave.

HANDLING FOOD

- Avoid unnecessary handling of food – never touch a plate's food when it is presented by a chef for service.
- Do not eat in a food preparation area.
- Do not prepare food too far in advance of service (for example, bar garnishes are prepared for the day only).
- Keep high-risk food either refrigerated or piping hot.
- Keep the preparation of raw and cooked food strictly separate – likewise fresh produce, meat, nuts and other allergens.
- Always use the correct colour-coded chopping board to prevent cross-contamination.
- Clean as you go, and keep all surfaces and equipment clean.
- Follow every food safety instruction on packaging or from your manager.
- Do not carry out any food handling task until you have been shown how to do it correctly.

REPORTING ILLNESS

- Tell the manager on duty **before starting your shift** if you have any skin, nose, stomach or bowel trouble, or an infected cut or wound. It is a legal requirement for food handlers to do so.
- Cover any cut or sore with a blue waterproof plaster.
- If you see something you believe is wrong, report it to your manager.

CONFIRMATION

I confirm that I understand and agree with all of the information above.

EMPLOYEE NAME	SIGNATURE – TYPE YOUR FULL NAME	DATE

FOR OFFICE USE – COMPLETED BY YOUR MANAGER

TRAINED BY (MANAGER)	MANAGER SIGNATURE	DATE

07 · SAFETY IN THE WORKPLACE

MANUAL HANDLING AND HAZARDS

As your employer we are responsible for keeping you safe at work. Please read and make sure you understand the following guidance on handling loads and on the general hazards found around the restaurant.

WHAT YOU NEED TO DO

Read this page with your manager, ask about anything you are unsure of, then sign.

MANUAL HANDLING

- Assess the load first: its weight, centre of gravity, stability, grip and surface.
- Use handling aids such as trolleys wherever possible.
- Wear appropriate protective clothing where needed, e.g. gloves or safety footwear.
- Ask for help whenever it is needed.
- Check the route first: is it clear, is the floor dry and is the place you are taking the load clear?
- Make sure you can stop and rest if you need to.
- Plan your grip. Lift with your knees, holding the load firmly with both hands and keeping your back straight and upright.
- If in any doubt, speak to your manager. **Do not attempt a lift if you are unsure about any of the above.**

HAZARDS IN THE WORKPLACE

Slips and trips can seriously injure you and your colleagues. If there is a spillage of any kind, put out a wet floor sign first, then mop and dry the area thoroughly before removing the sign.

Hot liquids, pans and surfaces are found throughout the kitchen and at the coffee machine. Take care around equipment and areas where heat is applied. At the coffee machine, keep all parts clean, secured while in use and returned to their place afterwards to avoid burns. Only open the glass-wash and dishwasher once their cycle has finished.

Chemicals and cleaning equipment must always be treated as hazardous and never mixed. A COSHH safety data sheet for every cleaning chemical we use is available from your manager – it is your duty to read and understand the risks of each chemical before you use it.

CONFIRMATION

I confirm that I understand and agree with all of the information above and have read the COSHH information provided to me.

EMPLOYEE NAME	SIGNATURE – TYPE YOUR FULL NAME	DATE

FOR OFFICE USE – COMPLETED BY YOUR MANAGER

TRAINED BY (MANAGER)	MANAGER SIGNATURE	DATE

08 · SAFETY IN THE WORKPLACE

FIRE SAFETY AND EMERGENCY ACTION PLAN

In a fire or similar emergency there are steps we expect every member of the team to follow, so that the alarm is raised quickly, the building is evacuated safely and efficiently, and any incident is kept under control wherever possible. This plan covers:

- fire;
- bomb threats;
- false alarms;
- structural failure;
- release of toxic gases or harmful substances.

ESCAPE ROUTES AND ASSEMBLY POINT

FIRE ESCAPES – PRIMARY AND SECONDARY ROUTES FROM EACH AREA

ASSEMBLY POINT

ASSIGNED FIRE MARSHALS

DISCOVERING A FIRE

Decide immediately: can you put the fire out straight away, without risk to yourself or anyone else, and be fully confident it will remove the hazard? If there is any doubt, or your attempt does not work:

1. Sound the alarm at the nearest call point (break-glass panels are located by the fire doors).
2. Go swiftly and directly to the assembly point, helping and informing guests as you leave – but never put your own safety at risk.
3. Check that the emergency services have been called. If in any doubt, call 999 and explain the situation clearly.
4. Stay at the assembly point until everyone has been accounted for by the fire marshal or manager. Do not re-enter until the emergency services say it is safe.

FIRE MARSHAL DUTIES

Much of a fire marshal's role is prevention: checking fire doors, extinguishers, the alarm system and break-glass points. In an emergency the fire marshal will:

- raise the alarm if it has not already been raised;
- close all fire doors and sweep the building, including the toilets, directing people to the nearest exit and the assembly point;
- tackle small fires with an extinguisher, only if it is safe to do so;
- lead the roll call at the assembly point so the emergency services know if anyone may still be inside.

FALSE ALARMS

Treat every alarm as genuine until the emergency services, a fire marshal or the manager on duty confirms otherwise. They will check the fire alarm panel and carry out a full sweep of the building – a broken call point may be in a different zone from the fire itself.

GUESTS AND VISITORS

Your first responsibility is your own safety, but we also expect you to help guests on your way out. Make sure guests understand the alarm is not a drill, and politely tell them where the exits and the assembly point are. If a guest still refuses to leave after repeated polite requests, leave them and tell a fire marshal or manager.

- Do not let anyone back into the building, and close doors behind you.
- Guests must not stop to collect coats from the cloakroom.
- Once an area is clear, close all fire doors behind you.

These steps apply to every emergency listed above. Every member of the team should know where the break-glass points, fire escapes, extinguishers and fire blankets are, and what each is for.

Remember: *fire doors are for closing, and fire extinguishers have their home.*

CONFIRMATION

I confirm that I understand all of the above and am familiar with our Emergency Action Plan and what to do in a fire, bomb threat, structural failure or other emergency.

EMPLOYEE NAME	SIGNATURE – TYPE YOUR FULL NAME	DATE

FOR OFFICE USE – COMPLETED BY YOUR MANAGER

TRAINED BY (MANAGER)	MANAGER SIGNATURE	DATE

09 · TYPES, USES AND LOCATIONS

FIRE EXTINGUISHERS

You are never expected to tackle a fire – your own safety is the first priority. If you are left with no other choice, this page explains which extinguishers we have, what each is for and when not to use it. All UK extinguishers are red, with a coloured band showing the type.

WHAT YOU NEED TO DO

Learn the types and where each one is kept, then sign.

HOW TO USE AN EXTINGUISHER

Pull out the safety pin, aim the nozzle or horn at the **base** of the fire, squeeze the handle and sweep from side to side. Keep a clear exit behind you.

TYPES OF EXTINGUISHER

TYPE	USE ON	DO NOT USE ON	LOCATION IN THE BUILDING
Water red	Wood, paper and fabric fires (class A).	Electrical, chemical, flammable liquid, cooking oil or metal fires.	
Foam cream band	Flammable liquid fires (class B); also wood, paper and fabric.	Electrical, cooking oil or flammable metal fires.	
Dry powder blue band	Gas fires (class C); also wood, paper, fabric, flammable liquid and electrical fires.	Cooking oil or flammable metal fires.	
CO_2 black band	Electrical fires; also flammable liquid fires.	Wood, paper or fabric. Do not use in a confined space and do not hold the horn while operating.	
Wet chemical yellow band	Cooking oil and deep-fat fryer fires (class F); also wood, paper and fabric.	Electrical, flammable liquid or gas fires.	
Fire blanket	Small pan, deep-fat or waste bin fires, and clothing fires – wrap the blanket tightly around the person.	–	

BREAK-GLASS (FIRE ALARM CALL POINT) LOCATIONS

Call points are normally located by fire doors and fire escapes.

LOCATIONS

CONFIRMATION

I confirm that I understand all of the above and am familiar with the fire safety equipment in the building and the location of the alarm call points.

EMPLOYEE NAME	SIGNATURE – TYPE YOUR FULL NAME	DATE

FOR OFFICE USE – COMPLETED BY YOUR MANAGER

TRAINED BY (MANAGER)	MANAGER SIGNATURE	DATE

10 · LICENSING ACT 2003 · WEIGHTS AND MEASURES ACT 1985

BASIC COMPLIANCE

Every member of the team needs to understand the licensing laws and our own policies on the sale of drinks, to keep you and the Company compliant.

WHAT YOU NEED TO DO

Read this page carefully, ask your manager about anything you are unsure of, then sign.

SERVING ALCOHOL – MEASURES

Still wine by the glass must be sold in measures of 125ml, 175ml or multiples of these. The smallest glass on our list is 175ml, but a 125ml measure must be available and served if a guest asks for it, and guests must be made aware that smaller measures are available.

Gin, rum, vodka and whisky must be sold in measures of 25ml or 35ml (and multiples) – never both on the same premises. We serve 25ml and multiples of 25ml. Our standard gin serve is 50ml, and the guest must be made aware of this.

Draught beer and cider may only be sold in thirds, halves, two-thirds of a pint, pints and multiples of a half pint. We do not currently serve draught.

Port, sherry and other fortified wines are served in 50ml or 70ml measures. We serve 70ml.

It is an offence to sell any alcoholic drink that has been diluted.

LICENSING

OUR PREMISES LICENCE PERMITS THE SALE OF ALCOHOL UNTIL	DESIGNATED PREMISES SUPERVISOR (DPS)

Guests who wish to buy alcohol to take away must be referred to a manager, and no open bottle or drink may leave the building.

CHALLENGE 21 AND INDIVIDUAL RESPONSIBILITY

It is a criminal offence to sell alcohol on licensed premises to anyone under 18. **The person who makes the sale is personally liable** and can be prosecuted and fined.

We operate **Challenge 21**: if a guest does not look 21 or over, ask for ID. We accept:

- a passport (from any country);
- a photocard driving licence;
- a PASS-accredited proof-of-age card bearing the hologram, e.g. CitizenCard.

You are never obliged to serve anyone. Although the law allows a 16 or 17-year-old to drink beer, wine or cider with a table meal when accompanied by an adult, **our policy is not to serve alcohol for consumption by anyone under 18.**

TILL PROCEDURES

Ring through the till exactly what is served. Under- or over-ringing is gross misconduct and will lead to disciplinary action. You are responsible for the stock of the venue: items served but not rung through will also be treated as gross misconduct, and any resulting deficit may be deducted as set out in your contract.

DRINKING ON DUTY

Drinking alcohol on duty is never acceptable and will be treated as gross misconduct. If a guest offers you a drink, politely decline and thank them. You must have a manager's approval to buy drinks outside service.

CONFIRMATION

I confirm that I understand all of the legal and policy points set out above.

EMPLOYEE NAME	SIGNATURE – TYPE YOUR FULL NAME	DATE

FOR OFFICE USE – COMPLETED BY YOUR MANAGER

TRAINED BY (MANAGER)	MANAGER SIGNATURE	DATE

11 · WORKING TIME REGULATIONS 1998 · OPT-OUT

WORKING WEEK AGREEMENT

THIS AGREEMENT IS MADE BETWEEN OPHEEM LTD TRADING AS OPHEEM ("THE COMPANY") AND

("the Employee").

1. The Working Time Regulations 1998 require an employer to take all reasonable steps to ensure that workers do not work more than an average of 48 hours a week, normally calculated over a 17-week reference period. A worker may voluntarily agree to work more than this limit by opting out of it.
2. The Company and the Employee agree that the 48-hour average weekly working time limit in the Working Time Regulations 1998 shall not apply to the Employee.
3. This agreement will remain in force indefinitely.
4. The Employee or the Company may end this agreement at any time by giving the other not less than three months' notice in writing.
5. The Employee gives their consent to this agreement freely. The Employee is not obliged to sign it and will not be subjected to any detriment for choosing not to, or for ending it.

SIGNATURES

EMPLOYEE NAME	SIGNATURE – TYPE YOUR FULL NAME	DATE

SIGNED FOR OPHEEM LTD	POSITION	DATE

12

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT IS DATED

AND IS MADE BETWEEN OPHEEM LTD TRADING AS OPHEEM (THE "COMPANY") AND

(the "Employee").

BACKGROUND

A. The Employee wishes to be associated with the Company's business and to learn about and take part in its services and confidential information.

B. The Employee will receive confidential information created, commissioned or conceived by the Company, or prepared for the Company's business purposes by third parties such as clients, solicitors, partners, employees or representatives.

C. The Employee agrees that distributing, broadcasting or circulating such information could cause the Company significant harm.

D. The Company is willing to disclose information to the Employee on the terms of this Agreement.

1 Confidential Information

1.1 Confidential Information means all Company information that is not publicly available, including but not limited to: written and oral communications, strategic and business plans, products, services, financial statements, pricing, business records, customer lists, correspondence, market reports, employee information, supplier and vendor lists, **recipes, formulas**, manuals, policies, procedures, ideas, concepts, systems, practices, methods, processes, technologies, inventions and discoveries; any other information disclosed by the Company or to which the Employee is given access; and any information generated for the Company's business purposes.

2 The Employee's obligations

2.1 The Employee will keep the Confidential Information confidential, including any information the Employee develops for the Company.

2.2 The Employee will not use the Confidential Information except for the Company's business purposes.

2.3 The Employee will protect the Confidential Information against unauthorised use, publication or disclosure.

2.4 The Employee will not, directly or indirectly, reveal, publish, disclose, broadcast or otherwise use any Confidential Information except as specifically authorised by the Company.

2.5 The Employee will return all Confidential Information held in written or tangible form, including copies, within fifteen (15) days of the Company's request.

2.6 If the Employee is legally required to disclose any Confidential Information, the Employee will give the Company prior written notice so that it may seek an appropriate remedy or waive compliance. If the Company does not prevent the disclosure, the Employee will disclose only the part legally required.

2.7 The Employee may not assign their rights under this Agreement without the Company's written consent.

3 Exceptions

3.1 These obligations do not apply to information: (a) which the Company has released from confidentiality in writing; (b) which is, or becomes, legally available from a non-confidential source; or (c) which the Employee knew before the Company disclosed it, as shown by written records.

3.2 Nothing in this Agreement prevents the Employee from making a protected disclosure under the Public Interest Disclosure Act 1998, reporting a criminal offence, or disclosing information where required by law.

4 No right to Confidential Information

4.1 No licence, express or implied, is granted to the Employee to use any Confidential Information. All Confidential Information, even if created by the Employee, remains the exclusive property of the Company.

5 Remedies

5.1 The Confidential Information is unique, and a breach of this Agreement would cause the Company irreparable harm that could not be adequately compensated by damages. The Company is therefore entitled to injunctive relief for any breach, in addition to any other rights or remedies.

6 Indemnity

6.1 The Employee agrees to indemnify the Company and its directors, shareholders, employees and agents against any losses, damages, liabilities or expenses incurred as a result of the Employee's breach of this Agreement.

7 No implied waiver

7.1 The Company's failure to insist on strict performance of this Agreement, or to act at the earliest opportunity, does not waive any right or prevent it from acting later.

8 Severability

8.1 If any term of this Agreement is found by a court to be invalid or unenforceable, the remaining terms will continue in full effect.

9 Legal fees

9.1 If legal action is needed to enforce or interpret this Agreement, the successful party will be entitled to reasonable legal fees, expert witness fees and other costs, in addition to any other relief.

10 Term

10.1 This Agreement is legally binding once signed by the Employee and takes effect from the date the Employee first received any Confidential Information. The Employee's obligations continue during and after employment until the Company gives written notice otherwise.

11 Governing law

11.1 This Agreement is governed by the law of England and Wales, and the Employee submits to the exclusive jurisdiction of its courts.

SIGNATURES

EMPLOYEE NAME	JOB TITLE	DATE

EMPLOYEE SIGNATURE – TYPE YOUR FULL NAME

SIGNED FOR OPHEEM LTD	POSITION	DATE