Employment contract: hospitality and leisure industry

The Company: [name]

and

The Employee: [name]

Date: [date]

Contents

- 1. Start and continuity
- 2. Trial period
- 3. Job title
- 4. Job description
- 5. Place of work
- 6. Hours of work
- 7. Salary
- 8. Expenses
- 9. Holidays
- 10. Sickness and sick pay
- 11. Pension
- 12. Confidentiality
- 13. Collective agreements
- 14. Other business or employment
- 15. Processing your personal data
- 16. Staff handbook and company policies
- 17. Bribery and other Corrupt Behaviour
- 18. Disciplinary and grievance procedures
- 19. Notice of termination
- 20. Arrangements during notice period
- 21. Procedure after termination
- 22. Summary termination
- 23. Reconstruction or amalgamation
- 24. Miscellaneous matters

Schedule Data Protection Act 2018 Compliance

This contract is dated: [date] Your employer is: [company name] ("the Company" ■ ■ ■ " | \blacksquare / \blacksquare \blacksquare \blacksquare ") Your employer's address is: [company address] You are: [employee name] Your address is: [employee address] The contract terms are: Start and continuity 1. In agreeing this contract we have relied on certain documents and 1.1. information you have provided to us. If we discover that any of that information is inaccurate, you will be in ------------------- ----------------1.1.1 your curriculum vitae / resume, sent to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ **=**]; 1.1.2 certificates of education showing school and university qualifications and in particular that you have achieved a your statement that you have qualified as a [trade or 1.1.3 profession] = = = = = = = = = [= = =]. 1.2. Your employment with the Company [starts / • • • • • • •] [• • • • 1.3. [Previous employment [name of employer] from [date] to [date] counts

2. Trial period

of that time we are satisfied with

2.2. If during or at the end of your trial period we are dissatisfied with your work we may terminate your employment by one week's notice. If you wish

2.3. The Company reserves the right to extend the ***** *****

3. Job title

Your job title is [Insert Job Title].

4. Job description

4.1.	Your main tasks and responsibilities are to ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■			
	4.1.1	provide a bar service for customers, as required, ••••••		
	4.1.2	ensure that customers are treated with politeness and courtesy at all times,		
	4.1.3	maintain a high standard of personal presentation and hygiene, appropriate ••••••;		
	4.1.4	serve food, take orders and assistance in \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare		
	4.1.5	undertake all monetary transactions in accordance • • • • • •		
	4.1.6	clean and maintain the service area, in accordance with ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		

	4.1.7	collect, wash and stack glasses, as directed and maintain a constant supply
	4.1.8	restock as directed and ensure shelves and areas are washed
	4.1.9	undertake cellar work as required;
	4.1.10	undertake washing, cleaning and polishing of all surfaces ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.1.11	assist with clearing up the venue, after customers have left the premises, or •••••;
	4.1.12	wear the uniform provided at all $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \equiv $
	4.1.13	wear your name badge at all ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
	4.1.14	work in accordance with the company's ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.1.15	work in accordance with the company's ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.1.16	undertake training as required; and
	4.1.17	Carry out other duties as is reasonable required.
4.2.	do a di any su	w agree that we may change your job description or ask you to fferent job of a similar status and requiring similar skills and that ch change will not constitute a change of the terms and ons of your
4.3.	Your de	uty is to perform your job to the best of your
Pla	ce of w	vork
5.1.		ormal place of work is at [name place of work] but we reserve at to change this to

5.2. You agree to work at any other place we reasonably require, including the premises of any customer or client of ours, $\blacksquare \blacksquare \blacksquare [25] \blacksquare \blacksquare \blacksquare \blacksquare$ Hours of work Your normal hours of work are [9.00 am to 5.30 pm Monday to Friday], 6.1. excluding public holidays. Your normal working week shall comprise of 40 hours. [You may be required to work additional time not exceeding 8 hours 6.2. You are entitled to an unpaid lunch break of one hour at a time to be agreed between you and the Company. The Working Time Regulations of 1998 impose an obligation on 6.3. ----------OR 6.4. The Working Time Regulations of 1998 impose an obligation on employers to ensure that employees do not work more than an ------____48 ______48 ____48 ____48 _____ ---------------------. 6.5. You will be required to comply with

6.

7 .	Sal	lary
------------	-----	------

7.1.	Your hourly rate is £ [0.00] and shall • • • • • • • • • • • • • •
7.2.	Any work you are required to •••••••••••••••••••••••••••••••••••
	[Provisions.]
7.3.	You will receive a [commission] / [■ ■ ■] ■ ■ ■ [■ ■ ■] / [■ ■] / [■ ■ ■] / [■ ■ ■] / [■ ■ ■] / [■ ■ ■] / [■ ■ ■] / [■ ■ ■] / [■ ■ ■] / [■ ■ ■] / [■ ■] / [■ ■] / [■ ■] / [■] /
	[set out calculation]
7.4.	Your [wage / salary] will • • • • • • • • • • • • • • • • • •
7.5.	We reserve the right in our absolute discretion to deduct from your pay any money which you
7.6.	We reserve the right in our absolute discretion to deduct up to 10% from
7.7.	On termination of your employment we reserve the right to deduct from
	7.6
Ехр	enses
-	You have no

\sim	
U	$\boldsymbol{\pi}$

8.2.	The Company will reimburse to you all reasonable expenses , , , , , , , , , , , , , , , , , ,
8.3.	The Company will pay for a taxi to take you home at the end 11.30pm] 22.22 23.24 24.25 25.25 26.2
8.4.	It is a serious offence to falsify any document or manufacture
Holi	days
9.1.	You are entitled to 28 • • • • • • • • • • • • • • • • • •
9.2.	The Company's holiday year runs from [1st April to 31st March]. If your employment commenced or terminates part
9.3.	You must agree the dates of your holidays at least 28
9.4.	No more than 10 days holidays'
9.5.	Holidays you take for religious reasons

9.6.	A day's holiday pay for ••••••••••••••••••••••••••••••••••••
9.7.	For part years of service your holiday entitlement will • • • • • • • • • • • • • • • • • •
9.8.	You may not carry holidays • • • • • • • • • • • • • • • • • • •
OR	
9.9.	You will be entitled to carry • • • • • • • • • • • • • • • • • •
9.10.	On termination of your employment any holiday entitlement which has accrued at that date may be taken as •••••••••••••••••••••••••••••••••••
9.11.	If you take more holiday than your entitlement, If you take more holiday than your entitlement, If you take more holiday than your entitlemen
Sick	ness or other absence and sick pay
10.1.	If you are unexpectedly absent from work for any reason you must inform us of the reason for your absence and likely duration
10.2.	If you are absent from work due to sickness or injury for more than [three] days (
	 ,

10.3.	certification form stating the
10.4.	You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe •••••••••••••••••••••••••••••••••••
10.5.	Provided you have complied with the general terms relating to sickness absence referred to above, you
OR	
	The Company does not make any
10.6.	
10.6. 10.7.	For absence unsupported by a • • • • • • • • • • • • • • • • • •

4							
7	7	١.	u	\sim r	۱Si	\sim	n
				—	-		

11.1.	We shall ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
11.2.	Contributions to the scheme are made by you and by us.
OR	
11.3.	The Company does / does not hold a contracting-out certificate under the Pension Schemes Act 1993
OR	
11.4.	The company does not offer • • • • • • • • • • • • • • • • • • •
Con	fidentiality
	aragraph is very important to our [business / company / organisation]. nould read it
12.1.	In this paragraph, "Confidential information" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	12.1.1 information about staff, •••••••••••••
	12.1.2 our businesses, methods • • • • • • • • • • • • • • • • • • •

	12.1.4	information about the intellectual \blacksquare
12.2.	You no	w promise that you will:
	12.2.1	keep all records of Confidential Information only at
		(
	12.2.2	use your best endeavours ••••••.
12.3.	And yo	u will not:
	12.3.1	use for yourself nor divulge nor disclose to any person (\blacksquare \blacksquare \blacksquare
	12.3.2	store, copy, or use the
		;
	12.3.3	remove from Company's premises or copy or allow anyone
12.4.	This pa	ragraph does not apply to disclosure:
	12.4.1	of information that it is reasonably necessary to disclose ■ ■ ■
	12.4.2	made with the consent of the proper
		;
	12.4.3	of information or knowledge which comes
		;
12.5.	-	ovisions of this paragraph shall continue after termination of

13.	Coll	ective agreements
	The C	Company has made an agreement with [union] = = = = = = = = = = = = = = = = = = =
14.	Othe	er business or employment
	14.1.	You must devote the whole of your
	14.2.	You may not under any circumstances do
	14.3.	You may not do other work (even voluntary work), or engage in any other business
15.	To sa	cessing your personal data tisfy our legal obligations, we process your personal data according ,
16.		f handbook and Company policies You now acknowledge that you have been given a ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

............

	16.1.1 health and safety policy;
	16.1.2 equal opportunities and non-harassment policy;
	16.1.3 computers, email, Internet and communications policy;
	16.1.4 Company vehicles policy;
	16.1.5 data protection policy.
16.2.	Insofar as any of these policies imposes an expectation of behaviour on you as a
16.3.	Smoking whilst working or taking a refreshment break or whilst on our premises or those of a client or customer is forbidden
Brib	pery and other Corrupt Behaviour
17.1.	The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010).
	•
17.2.	
	obtain or retain business for the Company, or to obtain or retain ■ ■ ■
	obtain or retain business for the Company, or to obtain or retain • • • • • • • • • • • • • • • • • • •

18.	Disc	ciplinary and grievance proc	edures
	18.1.	The Company's disciplinary and grieval	
		■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■	("
	18.2.	The formal grievance procedure need reto our attention a work related problem.	We encourage • • • • • • •
	18.3.	The law gives you both rights and oblig procedures. You now agree to ■ ■ ■	•
		,	-
		,	•.
19.	Noti	ce of termination of employ	ment
19.		ce of termination of employs	ment
19.	This is		ment
19.	This is	s the period • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •
19.	This is 19.1.	s the period • • • • • • • • • • • • • • • • • • •	none
19.	This is 19.1.	s the period ••••••••••••••••••••••••••••••••••••	none
19.	This is 19.1. 19.1. 19.2. 19.3.	s the period ••••••••••••••••••••••••••••••••••••	none one week,,,

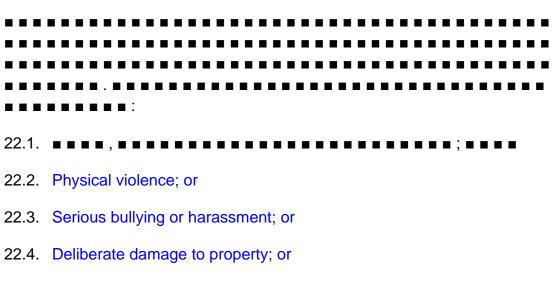
20.	Arra	ıngem	ents during notice period
	20.1.	The Co	ompany expects you
	20.2.	We res	erve = = = = = , = = = = = = = = :
		20.2.1	terminate your employment before the expiry of the notice period and pay
			require you • • • • • • • • • • • • • • • • • • •
		20.2.3	require you to remain • • • • • • • • • • • • • • • • • • •
24	Dra	d	a often termination
Z 1.			e after termination
	21.1.	Howev	er this agreement = = = , = = = = = = = = = = = , = = = = :
		21.1.1	not from that time represent to ••••••••••••••••••••••••••••••••••
		21.1.2	return to the company without request all
		21.1.3	delete all confidential information ••••••••••••••••••••••••••••••••••••
		21.1.4	produce a list of all passwords and

............

21.1.5	and if, = = = = = = = = = = = = = = = = = = =

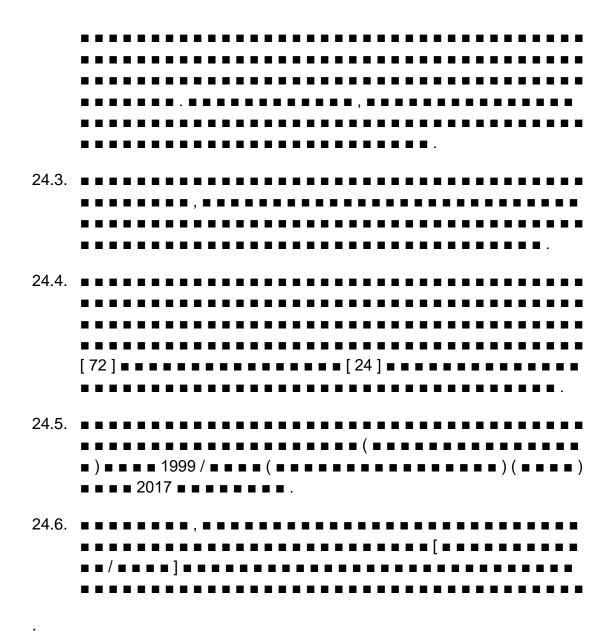
21.1.6	
21.1.7	
21.1.8	

22. Summary termination



- 22.5. Serious insubordination; or
- 22.6. Misuse of the company's property or name; or
- 22.7. Bringing the company into serious disrepute; or
- 22.8.
- 22.9.
- 22.10. Serious infringement of health and safety rules; or

	22.11. Serious breach of confidentiality; or
	22.12.
	22.13.
	22.14.
	22.15.
	22.16.
	••.
23.	Reconstruction or Amalgamation
	••••••
24.	Miscellaneous matters
	24.1.
	•••••••••••
	24.2.
	,,



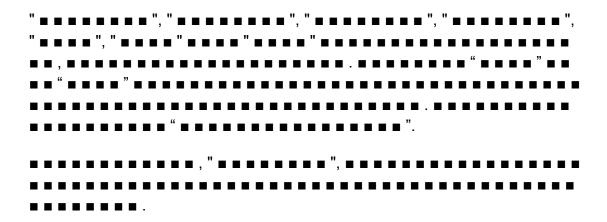
Signed by [personal name] on behalf of [Company name] as its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

Signed by [Employee name]

Schedule: Data Protection Act 2018 Compliance

Definitions 1. "Act" means the Data Protection Act 2018. "Data Protection Legislation" means all or any of: (a) the GDPR, (b) the applied GDPR, (c) the Act, (d) regulations made under the Act (- - -) - - - - - - - - - - 2 (2 "the GDPR" **.....** (**...**) 2016 / 679 **...** _ _ _ _ 27 _ _ _ 2016 _ _ _ _ _ _ "the applied GDPR" "Law Enforcement Directive" **.....** (**...**) 2016 / 680 **...** 27 2016





2. Data Protection

2.1.	 •	-	I =	 1 =	- 1			= 1	 -	•					•	
	 										•		 		_	

2.2.	•	
		 •



3. Legal basis of processing your personal data



3.2.			
			,
		,	
		,	
	•••••		

4. Change in the legal basis of processing

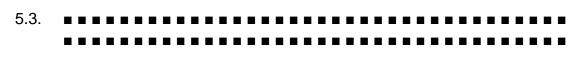


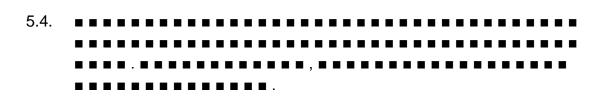
- 4.2.
- 4.3.

5. Disclosure and/ or sharing of your personal data

5.1.	 	 			
	 	 	• • • • • •	• • • • • •	• • • • • • • • •







5.5.

6. Your access request

6.3.

7. Removal of information

8.	Who	handles	your	data
----	-----	---------	------	------

8.1.

8.2.

Appendix 1 to Schedule

Data Processing Activities

What we or you may process in each category

1.	We sh	nall process this basic personal data
	1.1.	,,,
	1.2.	all information you gave to us.
	1.3.	financial information processed through the banking system.
	1.4.	
		•••••
	1.5.	information relevant to the performance of your contract.
	1.6.	
	1.7.	
		•••.
	1.8.	[].
2.		
	•••	
	2.1.	satisfy our obligations under this contract;
	2.2.	;
	2.3.	
	•••	
	2.4.	
	2.5.	
		,

3. Post termination

3.1.								
•			:			,		
	3.1.1.							
		••••						
	3.1.2.							
3.2.								
								,
	3.2.1.			• • • • •	••••		• • • • • • •	••••
	322		,					
	0.2.2.						• • • • • • • •	
	3.2.3.		,					
	5.2.5.							

Explanatory notes:

Employment contract: hospitality and leisure industry

Paragraph specific notes:

Note: numbering refers to paragraph numbers.

1. Start and continuity

It may be necessary to calculate the period of employment for any of several reasons. By stating it clearly,

2. Trial period

A trial period has been provided. References to this may be deleted if not required. An employee has the same right during a trial period as at any other time. However, dissatisfaction such that the employment is terminated at

3. Job title

A job title is not strictly required; a job description is. If the description is short, it can be stated in the contract. If it is contained in another document, then that document must be identified and have been available to the employee before this contract is

4. Job description

A job title is not strictly required; a job description is. If the description is short, it can be stated in the contract. If it is contained in another document, then that document must be identified and have been available to the employee before this contract

5. Place of work

6. Hours of work

Since the arrival of the Working Time Regulations, this paragraph is very important. As drawn, it takes advantage of the voluntary opt out provision - but that does not absolve you from the requirements to keep records. You are ■ ■
Solory
Salary
Necessary provisions. The last enables deductions which would ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Expenses
We have no comment.
Holidays
Holiday entitlement is governed by the Working Time Regulations 1998 and recent case law. The version provided in this contract is the minimum employee entitlement. However, you can include bank • • • • • • • • • • • • • • • • • • •
Because there are statutory requirements, we have worded the document for compliance. If / when you edit this paragraph to provide more generous leave provision, beware of accidentally reducing any part intended to benefit the employee. Note in particular that holidays not taken may carry forward an entitlement to payment in lieu after the
You may find more details at: https://www.gov.uk/holiday-entitlement-rights
Sickness and sick pay
Edit to your requirement but take care not to contravene the \blacksquare
Pension
The first alternative covers the latest law which which sets out rules of auto enrolment into a pension scheme. The law requires that every employer must automatically enrol • • • • • • • • • • • • • • • • • • •

- 1. is aged between 22 and State Pension age
- 2. earns more than £10,000 a year

8.

9.

10.

	This is called 'automatic enrolment'. To calculate who pays what and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	https://www.moneyadviceservice.org.uk/en/tools/workplace-pension-contribution-calculator
	https://www.gov.uk/workplace-pensions/what-you-your-employer-and-the-government-pay
	The second alternative, where the employee does not qualify for auto enrolment because the staging date has not been reached. At that time, the employer must
	Use the third alternative where neither auto enrolment I I I I I I I I I I I I I I I I I I
12.	Confidentiality
	Because this provision is so important to most organisations, your employees must be left in no doubt as to their obligations.
	So by all means
13.	Collective agreements
	Delete if not required
14.	Other business or employment
	Edit to your exact requirement
15.	Processing your personal data
	Self explanatory provision.
	This paragraph deals with the obligations • • • • • • • • • • • • • • • • • • •
	You may need to add other data, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	We suggest leave this provision as is

3. works in the UK

16. Staff handbook and company policies

17.

18.

It is an excellent idea to have and maintain a comprehensive staff handbook as a bible of procedures and policies. These policies all relate to areas where you have statutory responsibilities.
For you to comply with some of these policies you need co-operation from your staff. Indeed, co-operation in maintaining your health and safety policy is crucial. We have therefore incorporated compliance into this
A staff handbook is a good place to keep them together and available. Your health and safety policy and guide may be so large as to merit its own separate book. Good practice is to hand a personal copy to each new
2002,
••.
Bribery and other corrupt behaviour
Since the Bribery Act 2010, it is good practice to make clear to employees that any contravention is a breach of contract
•••••••••••••••••••••••••••••••••••••••
Disciplinary and grievance procedures
Net Lawman has provided a very elegant, step-by-step approach to these procedures in the past, but now the law favours a more flexible approach.
Net Lawman has provided a very elegant, step-by-step approach to these
Net Lawman has provided a very elegant, step-by-step approach to these procedures in the past, but now the law favours a more flexible approach. This is
Net Lawman has provided a very elegant, step-by-step approach to these procedures in the past, but now the law favours a more flexible approach. This is
Net Lawman has provided a very elegant, step-by-step approach to these procedures in the past, but now the law favours a more flexible approach. This is

20.	Arrangements during notice period
	When an employee is under notice, the relationship suffers, of course. We therefore give you these options so \blacksquare
21.	Procedure after termination
	Substantial deletion may be appropriate for some employees
	Care should be taken in looking to future to consider what this employee might be doing in a matter of years and what the company might then require at or after termination. Damage is often caused by mischief
22.	Summary termination
	At Net Lawman we hate lists in legal documents. In this case however, we have included a list " = = = = = = = = = = = = = = ", = = = =
	Despite this precise list, it is still essential to investigate in accordance with your disciplinary policy. It is important that you are able to deal quickly with any of the possible problems listed. The list is not exhaustive. Add any
23.	Reconstruction or amalgamation
	This paragraph is clear.
24.	Miscellaneous matters
	A number of technically important

	Rights of Third Parties Act
	edule
Para	agraph
1.	Definitions
	Basic terms • • • • • • • • • • • • • • • • • • •
2.	Data protection
	A = = = = =
3.	Legal basis of processing
	The Act allows a person or business to process • • • • • • • • • • • • • • • • • •
	• One or both of
	Less commonly, some data
	Where the data subject is an employee the most obvious basis " " " " " " " " " " " " " " " " " "
	You must make sure that when you ask specifically for ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	•••••
4.	Change in the legal basis of processing
	Vou

5.	Disclosure and/ or sharing of personal data
	You must say who gets to see or use your employee's ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.	Access to personal data
0.	Access to personal data
	The Act provides that a data subject has
7.	Removal of information
	You should = = = = = = = = = = = = = = = = = = =
8.	Who handles your data
	This paragraph sets
	In any case, you must ••••••••••••••••••••••••••••••••••••
	Notes to the Appendix to the Schedule
	We have separated these provisions into an appendix
	The appendix is simply your • • • • , • • • • • • • • • • • • • •
	The purpose of
	We have given you

Make • • • • • • • • • • • • • • • • • • •
The third numbered heading is unlikely to require edit.
•
Basic UK law relating to limitation
,

End of notes