

Dear Colleague

May I take this opportunity of welcoming you to Como Star if you are new and if not I hope you are having a productive and enjoyable experience with us. I hope your career with us will prove to be a long and happy one, and, should you wish to progress, that you will find a suitable opportunity for your talents. We are a friendly and relatively informal Company, since we believe that this is an appropriate atmosphere for work and that people will give of their best in such an environment.

We believe our success lies in delivering an enjoyable experience every time our guests visit one of our venues. Everyone in the business is expected to help make this their top priority and make every effort to deliver the best possible service at all times.

We believe people should be treated as individuals. We encourage you to talk to us if there is anything you do not understand or like. Whenever possible, we will bring about the required change, or, if this is not possible or desirable, explain why this is so.

We believe in ensuring that you are fully informed and as part of this policy this Staff Employment Handbook supplements your Statement of Particulars of Employment and where appropriate forms part of your contract of employment. It aims:

- to provide information about the Company;
- to set out detailed policies on subjects on which we are either legally required to advise you as an employee or which we feel are essential to you;
- to set out our general rules and regulations, so that you know what is expected of you during your employment;
- to tell you how to obtain further information should you require it; and
- to help both of us understand what is expected of the other.

Circumstances do change, however, and the requirements and information contained in this Staff Employment Handbook will be updated regularly.

I hope you find the Handbook of help to you as a valued member of our staff. If you have any comments or questions I would be pleased to hear from you.

Yours sincerely

**John D'ell Ross**  
**Managing Director**

**Como Star Ltd**  
**7 BELL YARD**  
**STRAND**  
**LONDON**  
**WC2A 2JR**

## CONTENTS

<u>Section</u>	<u>Subject</u>	<u>Page</u>	<u>Issue Date</u>
<b>Employment</b>	<b>Contract of Employment</b>	<b>4</b>	<b>July 2019</b>
	<b>Duration and Type of Employment</b>	<b>4</b>	<b>July 2019</b>
	<b>Part - Time Employment</b>	<b>4</b>	<b>July 2019</b>
	<b>Probationary Service</b>	<b>4</b>	<b>July 2019</b>
	<b>Variations and Amendments</b>	<b>4</b>	<b>July 2019</b>
	<b>Job Description</b>	<b>5</b>	<b>July 2019</b>
	<b>Place of Work</b>	<b>5</b>	<b>July 2019</b>
	<b>Communication Policy</b>	<b>5</b>	<b>July 2019</b>
	<b>Equal Opportunities Policy</b>	<b>5</b>	<b>July 2019</b>
	<b>Anti-age Discrimination</b>	<b>6</b>	<b>July 2019</b>
	<b>Continuous Service</b>	<b>6</b>	<b>July 2019</b>
	<b>Standards of Clothing &amp; Appearance</b>	<b>6</b>	<b>July 2019</b>
	<b>Working Hours</b>	<b>Working Week</b>	<b>8</b>
<b>Overtime</b>		<b>8</b>	<b>July 2019</b>
<b>Working Time Regulations</b>		<b>8</b>	<b>July 2019</b>
<b>Attendance and Punctuality</b>		<b>8</b>	<b>July 2019</b>
<b>Remuneration</b>	<b>Pay Rates and Review</b>	<b>8</b>	<b>July 2019</b>
	<b>Pay Method and Frequency</b>	<b>8</b>	<b>July 2019</b>
	<b>Deductions From Pay</b>	<b>8</b>	<b>July 2019</b>
	<b>Overpayments and Pay Errors</b>	<b>8</b>	<b>July 2019</b>
	<b>Minimum Wage</b>	<b>8</b>	<b>July 2019</b>
	<b>Occupational Sick Pay</b>	<b>8</b>	<b>July 2019</b>
	<b>Statutory Sick Pay</b>	<b>8</b>	<b>July 2019</b>
	<b>Lay Off</b>	<b>9</b>	<b>July 2019</b>
<b>Furlough of Staff</b>	<b>9</b>	<b>March 2020</b>	
<b>Absence</b>	<b>Holiday Entitlement</b>	<b>10</b>	<b>March 2020</b>
	<b>Sickness and Injury Absence</b>	<b>11</b>	<b>July 2019</b>
	<b>Jury Service</b>	<b>12</b>	<b>July 2019</b>
	<b>Court Attendance</b>	<b>12</b>	<b>July 2019</b>
	<b>Paternity Leave and Pay</b>	<b>12</b>	<b>July 2019</b>
	<b>Parental Leave</b>	<b>12</b>	<b>July 2019</b>
	<b>Time Off for Dependant Care and Family Emergencies</b>	<b>12</b>	<b>July 2019</b>
	<b>Compassionate Leave</b>	<b>12</b>	<b>July 2019</b>
	<b>Statutory Leave Entitlements</b>	<b>12</b>	<b>July 2019</b>
	<b>Maternity Leave and Pay</b>	<b>13</b>	<b>July 2019</b>
<b>Adoption Leave and Pay</b>	<b>13</b>	<b>July 2019</b>	
<b>Training and Development</b>	<b>Induction</b>	<b>14</b>	<b>July 2019</b>
	<b>Training and Education Policy</b>	<b>14</b>	<b>March 2020</b>

<u>Section</u>	<u>Subject</u>	<u>Page</u>	<u>Issue Date</u>
<b>Conduct</b>	<b>Disciplinary Rules</b>	<b>15</b>	<b>July 2019</b>
	<b>Disciplinary Procedure</b>	<b>16</b>	<b>July 2019</b>

## **EMPLOYMENT**

### **Contract of Employment**

This Staff Employment Handbook includes key employment terms and conditions, policies, rules and procedures and supplements your Statement of Particulars of Employment. Taken together, where relevant, these comprise your contract of employment with Como Star Ltd subject to any amendments that the Company may make from time to time.

It is important therefore that you read this Handbook and keep yourself up-to-date with changes as they are advised to you and/or placed on our electronic Notice Boards.

You should retain all documentation issued to you relating to your employment with the Company.

In general, the contents of the Staff Employment Handbook apply to all employees unless otherwise specified. However where there is any difference between anything set out in the Handbook and the terms and conditions set out in your Statement of Particulars of Employment the latter will apply.

If you are in doubt over anything in either the Staff Employment Handbook or other parts of your contract of employment or require further information please refer your enquiry initially to your Manager.

If you still have a concern or query you should contact the the Operations Manager/Director where applicable or the Managing Director.

### **Duration and Type of Employment**

The nature and type of your employment is set out in your Statement of Particulars of Employment. Unless stated otherwise e.g. temporary, fixed term etc the employment may be regarded as permanent.

Temporary contracts will normally only be used in cases of maternity or sickness cover, for seasonal work or short term employment linked to the redevelopment of a public house. Once the temporary contract is completed the Company do not guarantee a renewal of the contract or that the employment will be made permanent. Temporary employment will not be run continuously for more than twelve months by virtue of one or more contracts.

### **Part - Time Employment**

Part-time employees are entitled to equal rates of pay and all other benefits and entitlements as full time employees except that, where appropriate, it will be on a pro-rata basis to the hours worked.

### **Probationary Service**

If your employment is subject to a period of probationary service the period is set out in your Statement of Particulars of Employment. During this probationary period your performance will be monitored and you will be expected to establish your suitability for the post. Appropriate training or assistance will be given. Successful completion of the probationary period will result in your confirmation in the post. During or at the conclusion of the probationary period your employment may be terminated by the Company by one week's notice if your suitability for the post is not established. If you wish to terminate your employment during your probationary period you must give one week's notice.

### **Variations and Amendments**

The Company reserves the right to make reasonable changes to your terms and conditions of employment and to alter the contents of the Staff Employment Handbook from time to time. You will be notified of minor changes of detail or as a result of a legislative or similar requirement by way of general notice and any such changes will take effect from the date of notification.

You will be consulted on and be given appropriate (normally not less than one month) written notice of any material change to your terms and conditions of employment. Such changes will be deemed to have been accepted unless you notify the Company of any objection in writing by the expiry of the consultation period.

For certain changes, the statement of change may refer you to a document which will be made available to you and contain information about the change. Any alteration made necessary to your terms of employment caused by a change in legislation will be deemed to be acceptable to all parties.

The Staff Employment Handbook itself will be reviewed and up-dated periodically to reflect the changes.

### **Job Description**

Your job title is set out in your Statement of Particulars of Employment. You may be issued with a summary job description from time to time but as a term of employment the Company will require you to undertake a broad range of duties working in all areas of the business venue including but not limited to the bar, kitchen, customer areas, bathrooms, stores or other areas of the premises.

You are required to work flexibly to meet the general job purpose and undertake all reasonable job duties appropriate to this job purpose.

The Company operates a policy of career progression and therefore reserves the right to update your duties from time to time to reflect changes in or to the job purpose. You are expected to devote your whole time and attention to the best interests of the Company during your working hours.

### **Place of Work**

The principal address of the Company and your place of work are set out in your Statement of Particulars of Employment.

As a term of your employment the Company reserves the right for business development purposes to require you to work either temporarily or permanently at another location subject to giving you reasonable notice. Such a change may also be as a result of you securing a move within the Company.

### **Communication Policy**

We believe that good communication between employees at all levels is very important for the free and open exchange of information, news and ideas.

We operate an informal communication approach using meetings and face-to-face discussion between employees and Managers and the Company also communicates information by messaging, email, notice, web platforms, shared calendars and Management briefings.

Certain legally required and/or important notices are displayed on Notice Boards in your workplace. In addition, Notice Boards can carry information which is of general interest or relevant to your employment. You should therefore check the Notice Boards regularly in order to keep yourself informed.

If you wish to post a notice of your own on a Company Notice Board you should contact your Manager.

### **Equal Opportunities Policy**

The Company aims to provide equality of opportunity and access to employment and as an equal opportunity employer recognises that a number of groups can be disadvantaged due to ethnic origin, race, colour, gender, disability, age, marital status, religion, religious belief or sexual orientation.

The aim of our Equal Opportunities Policy is to ensure that no job applicant or employee (temporary, full or part time) receives less favourable treatment on any of the above grounds

or is disadvantaged by conditions or requirements which cannot be shown to be justified or are irrelevant to the job.

These principles apply to recruitment, promotion, training, benefits, facilities, procedures, termination of employment e.g. redundancy selection and all terms and conditions of employment.

The Company will ensure that individuals are selected, promoted and treated on the basis of their relevant aptitudes, skills and abilities.

It is your duty to accept your personal responsibility for the practical application of this Policy and equal opportunities in your job but, at the same time, the Company acknowledges that specific responsibilities fall upon management, supervisors and individuals professionally involved in recruitment and employee administration.

To safeguard your individual rights, if you believe that the Company has applied unfair treatment to you within the scope of this Policy you may raise the matter through the Grievance Procedure.

In accordance with the Disability Discrimination Act, the Company will make reasonable adjustments for the benefit of employees with a disability and job applicants and ensure our facilities are conducive to their employment. If you have any suggestions concerning ways that this can be done, please contact the Company Secretary.

Your personal attitude to the Company, customers and your colleagues is all-important to the success of this Policy.

Such steps as may be appropriate to ensure that this Policy remains effective will be taken. The Disciplinary Procedure will be used in the case of a breach of this Policy.

### **Anti-age Discrimination**

Como Star Ltd is committed to recruiting and retaining employees whose skills, experience and attitude are appropriate to the requirements of the various positions, regardless of age. Therefore we will not include any age related criteria in job advertisements and job/person specifications and every attempt will be made to recruit and promote on the basis of competence and skill and not age.

Although Como Star Ltd may request an individual's date of birth on appointment, this information will not be used to the detriment of the applicant. The information is solely for the compilation of personal data, which we need to hold on all employees and workers.

### **Continuous Service**

The date when your continuous employment began with the Company is set out in your Statement of Particulars of Employment.

This date is relevant for the purpose of calculating your statutory employment rights or the contractual entitlements set out in the Statement which include a service criteria or qualification e.g. termination of employment, maternity leave and redundancy pay. No service criteria will be used which could contravene the Employment Equality (Age) Regulations 2006.

Unless notified to the contrary on appointment or transfer no period of employment with a previous employer will count as continuous employment for the purposes of your employment with this Company.

### **Standards of Clothing and Appearance**

All our outlets maintain high standards of hygiene and presentation. You are required to maintain an acceptable standard of dress, personal hygiene and appearance while at work.

You must therefore observe our rules on personal and food hygiene. In addition the Company may provide free of charge an apron to wear or use only while at work. Any such uniform must be kept clean and ironed and worn as instructed. Failure to do so will render you liable to disciplinary action.

If you are not required to wear a uniform your mode of dress must be appropriate to your job and duties and such as to maintain the Company's professional standing.

Items of clothing and footwear not permitted at any time are:-

- open shoes of a sandal type
- any branded items where the brand name is clearly visible
- Jeans

## **WORKING HOURS**

### **Working Week**

Full-time employees normally work 39-48 hours per five-day week. Part-time employee's working week and hours of work are as agreed on appointment and/or as set out in the Statement of Particulars of Employment and all pay and benefits are pro-rata to the full time provision.

Your days and hours of work will be scheduled by your Manager and your normal working week may include working on evenings, weekends and/or Bank and Public Holidays. The Company reserves the right at any time to vary your hours and days of work and consequently your pay in the light of operational needs. Reasonable notice will be given as far as is possible of any changes to your hours of work.

You must not work for another employer or carry out work on any other basis during your employment whether in or out of your normal working hours without the Company's written permission.

### **Overtime**

You may be requested from time to time to work additional hours and/or overtime to meet workload demands. It is a term of your employment that you comply with such reasonable requests. The overtime rate as set out in your Statement of Particulars of Employment is payable for each full hour worked in excess of 39 hours per working week. If you work on a part-time basis, all additional hours up to the full-time working week of 39 hours are payable at basic rate before the above overtime rate applies.

Overtime is not payable to salaried employees.

### **Working Time Regulations**

The Company will comply with the terms of the Working Time Regulations which include statutory rest breaks. Managers and Salaried Senior Staff will be regarded as "Managing Executives" and as such will be automatically exempt from the Working Time Regulations. Similarly staff covering relief management duties will be similarly treated, reverting to their normal status at the end of any relief assignment.

If you are not exempt you must sign an undertaking opting out of the requirements of the Regulations if you decide that you wish to work more than 48 hours a week on a regular basis. A form requesting an opt-out is available from your Manager. The Company reserves the right to refuse an application particularly on health and safety grounds. An agreed opt out will last for five years although it can be terminated at any time subject to three months' notice.

### **Attendance and Punctuality**

You are expected to arrive for work punctually. If you are going to be late you must advise your Manager and let him/her know the time you expect to arrive. Persistent lateness, or unexplained absenteeism, will lead to disciplinary action and pro-rata deductions from pay.

## **REMUNERATION**

### **Pay Rates and Review**

Your rate of pay will be initially as set out in your Statement of Particulars of Employment.

Rates of pay will normally be reviewed each year. Reviews take external influences into account and Company performance reflecting your effort as an employee is one of the most important factors in determining the amount of any increase. Pay is not automatically upgraded each year other than to observe statutory minimum pay rates as required. Any increase that is awarded will be applicable from the first full pay period after the implementation date.

### **Pay Method and Frequency**

Your wage is payable fortnightly in arrears by credit transfer to a bank or building society of your choice. Details of your gross and net earnings and the deductions made are set out on your pay slip which will be emailed to you. You will also find your holiday balance on your payslip.

### **Deductions from Pay**

Deductions from your pay, other than those in respect of statutory requirements, court orders or similar or as provided for in your employment contract, will not be made without your written authority.

### **Overpayments and Pay Errors**

Although rare, mistakes do sometimes occur in the calculation and payment of pay. You should always check your pay slip and, in the event of any discrepancy raise the matter with your Manager in the first instance, who will then be responsible for processing the query with the Payroll Department. If there is any underpayment, the Company will immediately make this good to you, together with any costs you may have incurred - for example, in bank charges, as a result of any overdrawing of your account caused by the underpayment. In the event of our making an overpayment to you, you should immediately inform your Manager and make arrangements regarding repayment. If the overpayment is not noticed for some time, and, believing the additional funds to be your own, you have spent them, we reserve the right to reclaim the overpayment, possibly on a deferred payment basis and by agreement with you, in order to avoid causing any hardship.

### **Minimum Wage**

The Company will observe the terms of the National Minimum Wage Act 1998 and any subsequent amendments.

### **Occupational Sick Pay**

Apart from posts of General Managers and above, there is no entitlement to occupational sick pay as part of this employment.

For House Managers and above occupational sick pay is payable, subject to observing the notification and certification rules set out later in this Handbook, for a maximum period of one month in a twelve month period.

Occupational sick pay is intended to supplement any statutory benefits payable during any absence due to sickness, disease, accident or assault. It will be the amount that when added to

Statutory Sick Pay and Incapacity Benefit receivable amounts to the equivalent of normal pay. Normal pay includes all earnings that would be paid during a period of normal working.

### **Statutory Sick Pay**

The terms of the Statutory Sick Pay (SSP) Scheme apply to your employment.

SSP for the first twenty-eight weeks of sickness absence is the responsibility of the employer. Thereafter it transfers to the Benefits Agency.

SSP is separate from any Occupational Sick Pay that may be payable and is offset against any payments due under that Scheme for the same period of sickness absence.

There are three qualifying conditions, namely there must be

- a) a Period of Incapacity for Work – a period of four or more consecutive days of sickness including Saturdays, Sundays and bank and public holidays;
- b) a Period of Entitlement – a period which begins with the start of the PIW and ends when the employer has no further liability in respect of that incapacity;
- c) a Qualifying Day - the qualifying days for your employment are all seven days of the week i.e. Monday to Sunday inclusive (the first three QD's are waiting days and will be disregarded when assessing entitlement to SSP).

To qualify for SSP you must notify your Manager of your sickness absence by the normal finishing time on the first QD. If the first day of absence occurs on a day on which you are not normally required to work you must make it clear whether or not the incapacity would have prevented you working on that day.

There are exclusions from SSP for example if you are over the State pension age or employed on a short-term contract of three calendar months or less.

For full details of the sickness absence notification and certification rules please see the Sickness and Injury Absence terms set out later in the Handbook.

The Company Secretary will respond to any queries on the terms of this Scheme.

### **Lay Off**

It is a feature of the industry that hospitality venues may temporarily cease operations for refurbishment of the premises or for other operational reasons.

You may be required during these times to make yourself available for training or work in other venues as appropriate.

Alternatively it may be necessary for the Company to institute a period of lay off without pay. The Company will give reasonable notice and any payments due in accordance with current legislation will be made.

Where exceptional circumstances dictate that the company can no longer trade or can only do so on restricted hours the company reserve the right to lay off staff without notice or payment. This will only take place where circumstances are so severe that the company itself is at risk of failure.

### **Furlough**

In exceptional circumstances employees may be furloughed if the government or other body has made arrangements to cover some or all of the average income of an employee.

In these cases Como Star will continue to employ you as long as the 3rd party has confirmed funding of some or part of your salary. Como Star will make payments within 3 days of receiving funding from the government and pass on in full to employees.

Details of any furlough scheme will be sent in a separate agreement for employees to sign confirming that they acknowledge that they have been furloughed and fulfil the conditions of their furloughed status.

Please note that employees are not entitled to accrue holiday pay whilst on furlough.

Should employees wish to use online resources such as company online training whilst furloughed they are welcome to do so. This is purely at the employees discretion and not a requirement during the period of furlough.

N.B. No work is permitted within the company whilst on furlough.

## **ABSENCE**

### **Holiday Entitlement**

Your holiday entitlement is set out in your Statement of Particulars of Employment. The terms and conditions relating to holiday entitlement, including bank and public holidays, holiday pay, and entitlement to accrued holiday pay on the termination of your employment, including how to calculate this entitlement, are set out below.

- You will be paid at your basic wage rate for all authorised absence on holiday.
- Holiday entitlement for all employees is based on 28 paid days per annum on a pro-rata basis.
- The maximum holiday that can be accrued at any time is 100 hours. Should you wish to 'save' more holiday you will need the written consent of the Managing Director.
- There is no qualifying period before you are entitled to paid leave and your holiday entitlement is calculated from your start date. You must however have accrued your holiday pay before it can be taken. Only in exceptional circumstances will this be approved by the Managing Director.
- All holiday pay is calculated at a rate of 0.1207 hours accrued for every hour worked.
- Throughout your employment you may be required to work on bank and public holidays.
- Holiday pay will be paid to you in respect of any untaken holiday entitlement accrued during your employment. Any excess holiday taken at the date of termination will be recoverable from the final payment. If the latter is not sufficient the Company will require you to reimburse the difference.
- All holidays must be authorised in accordance with Company procedures.
- The Company will try to accommodate all reasonable requests for leave but reserves the right to refuse a request for holiday if circumstances so require as operational cover must be available for the Company's activities at all times.
- If you are sick during any period of holiday, your entitlement during the current leave year will not be lost, provided that the sickness is properly notified and certificated.
- On appointment existing holiday arrangements may be honoured if at all possible, but any days taken in excess of entitlement will normally be unpaid.

If you have any queries on the above please consult the Managing Director

## **Sickness and Injury Absence**

### General

Apart from your full recovery, the most important consideration during any absence is to keep the Company informed of your progress or lack of progress at all times. You must comply therefore with the following non-contractual rules for the notification and certification of sickness and injury absence. Failure to do so will affect your entitlement to statutory sick pay (and occupational sick pay if applicable to your employment) and/or render you liable for disciplinary action.

### Notification and Certification

During the first seven consecutive calendar days of sickness absence

- a) you must ensure that your Manager is notified no later than 7.00 a.m. on the first day of absence of the nature of your incapacity, when it commenced and your expected date of return;
- b) you must maintain contact with your Manager on the second and third days of absence if there is any change in the information provided on the first day;
- c) you must notify your Manager if you are not returning to work on the expected date of return and in any event on the fourth day of absence explaining when you hope to return to work and whether you have or intend to see your Doctor;
- d) on return to work you will be required to complete a Self-Certification Form available from your Manager.

After the first seven consecutive calendar days of sickness absence

- a) you must advise your Manager who will issue or send a Self-Certification Form for completion and return to cover the first seven days;
- b) for absence beyond seven days you must obtain and submit a Doctor's Statement no later than the eighth calendar day of absence to your Manager;
- c) you must obtain and submit further Doctor's Statement(s) appropriately completed on expiry of the previous Statement and keep your Manager advised of the position;
- d) where the first Doctor's Statement covers a period exceeding fourteen days, or when more than one Statement has been necessary, you must obtain and submit, before returning to work, a completed final Doctor's Statement confirming fitness to resume work;
- e) in cases of frequent illness, employees may be required to undergo a medical examination by the Company's medical adviser.

Saturdays and Sundays are deemed as working days for the above purposes. Sick pay will continue if a bank or public holiday falls during the absence but no substitute day's leave will be given.

A failure without good cause to comply with these arrangements may result in your being disqualified from any entitlement and may also render you liable to disciplinary action.

### Other Terms

For Company health and safety reasons if you are ill during the course of annual leave you must advise your Manager on return from leave. The period of illness will be regarded as being on sickness absence as long as you observe the notification requirements set out above and obtain a Doctor's Statement to cover the period.

Those women who still exercise their right to be excepted from the payment of full rate National Insurance Contributions shall be deemed to be insured in their own right for all National Insurance benefits.

If you are absent for a long period or are repeatedly away for short periods and there seems to be no likelihood of a return to normal work, the continuation of your employment may need to be considered. However before reaching a decision the Company will investigate and consider alternative work or reasonable work adjustments.

If required as part of an investigation into your ongoing fitness for employment, the Company may require you to submit to one or more medical examinations by a medical practitioner or

Consultant nominated by the Company. Such examinations will be subject to the provisions of the

Access to Medical Reports Act and you will be expected to authorise your GP and/or Consultant to be consulted by the former. The Company will pay for such examinations.

You will be liable for disciplinary action if, while purporting to be absent due to sickness, you undertake work or indulge in activities which are likely to be inconsistent with the reason for absence and/or be unlikely to be conducive to your recovery.

### **Jury Service**

If you receive a summons to serve on a jury you must report this immediately to your Manager who will grant you leave of absence without pay to attend. If you serve as a juror you must claim the allowance for loss of earnings.

### **Court Attendance**

If you are required to attend a court and summoned as a witness in a trial, paid absence will be granted.

You must advise your Manager as soon as you are advised of such an attendance.

### **Paternity Leave and Pay**

If you meet the eligibility criteria you will be entitled to two week's paid statutory paternity leave on the birth of your partner's child or adoption placement. Full details of your entitlement are available from the Company Secretary to whom applications should be made.

### **Parental Leave**

The Company believes it is important that parents should be supported, particularly in the early years of their children's lives. Similar support will be given to those who adopt and especially to those with disabled children.

If you have been employed for more than one year you will be entitled to unpaid parental leave in accordance with the terms of the Parental Leave Regulations. Parents remain employed whilst on parental leave with contractual rights still applying.

Full details of your entitlement are available from the Company Secretary to whom applications for parental leave should be made.

### **Time Off for Dependant Care and Family Emergencies**

Reasonable unpaid time off to deal with dependant care and family emergencies is available in accordance with the statutory provision. This time off is to enable you to deal with certain unexpected and sudden emergencies involving people who depend on you. It is available to make longer term care arrangements and not to carry out prolonged care yourself. Full details are available from your Manager who you should advise as quickly as possible in the event of you needing to take such time off.

### **Compassionate Leave**

Compassionate leave with pay may be granted in appropriate circumstances. Further details are available from and requests should be made to your Manager.

Alternatively on such occasions time off with pay may be granted as part of your annual leave entitlement or with the prior agreement of your Manager by working the hours taken at another time.

### **Statutory Leave Entitlements**

The Company accepts the rights of employees to undertake public duties or to take leave to exercise their statutory rights.

Full details are available from the Company Secretary to whom requests should be made.

### **Maternity Leave and Pay**

The Company will comply with the spirit and letter of the law on the statutory rights of pregnant employees in respect of maternity leave, statutory maternity pay, ante-natal care, health and safety and other relevant terms and working conditions current at the time, subject to you satisfying any statutory service and notification requirements.

When appropriate as soon as you know you are pregnant you must notify your Manager and in particular comply with any necessary health and safety requirements.

The Company will endeavour to help you understand your maternity leave and pay entitlements and obligations. For full details of your rights and the procedure to follow you should contact the Company Secretary.

### **Adoption Leave and Pay**

As with maternity leave and pay the Company will fully comply with your statutory rights in respect of the adoption of a child under the age of 18.

Should you be in this situation you must notify your Manager as soon as the adoption approval is given. The statutory adoption leave and pay to which you may be entitled at that time, subject to your meeting any eligibility criteria, will be explained along with further details by the Company Secretary to whom your application for adoption leave (if applicable) must subsequently be made.

## **TRAINING**

### **Induction**

We are keen to ensure new staff or those promoted to a new job settle in and use their potential for the Company as swiftly as possible. To this end all new employees are provided with a full induction to the Company and the job.

As well as providing you with further information it is an early opportunity for you to ask any questions you may have about the Company and your terms and conditions of employment.

### **Training and Education Policy**

Our Training and Education Policy is to aim to assist your ongoing development, skills and abilities and to encourage and support, where applicable, your obtaining qualifications relevant to your work. In addition the skills required for the continued development and operation of the Company are constantly reassessed and we hope that you will wish to develop along with us. Training and development is not a guarantee of advancement within the Company as every vacancy and all applicants will be treated on their merit.

This Policy applies to all employees whether full or part-time and will be applied irrespective of your age or length of service.

Relevant training provision will depend solely on the potential of each individual, the needs of the business and the resources available and will be determined by your Manager.

We will provide or reimburse any reasonable expenses you incur in attending training or qualification courses required by the Company.

Should you wish to discuss any aspect of your training and development you should raise the matter in the first instance with your Manager.

All employees are expected to complete the 'Core Courses' online with 28 days of commencing work with Como Star. Anyone failing to do so will automatically have their Employment Probation period extended by a period of 60 days.

## CONDUCT

### Disciplinary Rules

#### General

Como Star Ltd believes that it is necessary for the efficient and safe performance of work and the maintenance of good relations between employees and management to have clear disciplinary rules. A breach of the disciplinary rules which are non-contractual will be considered as misconduct and will render you liable to disciplinary action under the Company Disciplinary Procedure.

#### Rules

The following list of disciplinary rules is not to be regarded as exclusive or exhaustive and acts of misconduct not falling within one or more of the rules or set out elsewhere may also give rise to disciplinary action.

Subject to this, examples of breaches of the Company's disciplinary rules which may lead to disciplinary action are:-

- failure to comply with a reasonable order, instruction or contractual requirement;
- failure to comply with a Company rule or procedure;
- failure to comply with a health and safety requirement;
- failure to wear protective clothing provided for your safety;
- undertaking any work or task for which the employee is not trained or competent to undertake;
- using plant or equipment which you are not authorised to use;
- any act which may result in an action against Como Star Ltd for negligence or for breach of duty of care;
- immoral, indecent or other conduct which is likely to bring discredit to Como Star Ltd;
- discussing or disclosing to a third party confidential information obtained during the course of your employment without prior permission;
- horseplay or unnecessarily boisterous conduct on the premises;
- late attendance and/or poor timekeeping;
- absence from work without proper cause or certification;
- while purporting to be absent sick, working or indulging in activities inconsistent with the reason for absence or not conducive to recovery;
- corrupt or improper practice;
- a breach of trust which may damage the interests of Como Star Ltd;
- loss, damage to or misuse of the facilities, plant, equipment, property, assets or funds of Como Star Ltd through wilfulness, negligence or carelessness;
- use of the property or equipment of Como Star Ltd or personal use without prior permission;
- failure to follow the Company security procedures and rules;
- misuse or loss of Company funds, money or stocks;
- breaches of licensing, excise or employment law or regulations;
- theft of, misappropriation of, failure to account for or falsely claiming entitlement to property, assets or funds of Como Star Ltd;
- providing false information orally or by the falsification of the Company's records or documents;
- unauthorised alteration, mutilation, destruction or retention of the records or documents;
- unauthorised entry or use of the Company's computer or telephone systems;
- possessing, dispensing or using alcoholic beverages, drugs or controlled substances (except in accordance with documented medical authorisation) while on the Company premises or being under the influence of alcoholic beverages, drugs or controlled substances while on Company premises
- any form of harassment, bullying or victimisation or other offensive behaviour on sex, race, colour, ethnic origin, disability, age, religion, marital status, sexual orientation or religious grounds;
- failure to observe the Company's equal opportunities policy and obligations;
- failure to report or record any matter which is your duty to report or record;
- rudeness or abusive behaviour to customers, colleagues or managers;
- any act of misconduct other than or coming within one or more of the above rules or stated elsewhere in your Statement of Particulars of Employment.

Como Star Ltd reserve the right to add, amend or delete the disciplinary rules and you will be advised appropriately.

You may appeal if dissatisfied with any disciplinary decision as a result of a breach of a disciplinary rule to the relevant member of management as set out in the Company Disciplinary Procedure.

### **Gross Misconduct**

Certain offences will be considered to be gross misconduct which, if established after investigation and a disciplinary hearing, will lead to summary dismissal. Examples of offences considered to be gross misconduct are set out in the Company Disciplinary Procedure.

## **Disciplinary Procedure**

### **Policy**

Como Star Ltd recognise that discipline is necessary for the efficient operation of the business, the health and safety at work of all employees and the need to maintain appropriate standards of performance and conduct.

In order to ensure that potential disciplinary matters are dealt with fairly and effectively, the following Disciplinary Procedure which is non – contractual but which conforms to statutory requirements will be applied in all instances where management considers that disciplinary action may be warranted.

Nothing in the Procedure is intended to remove the right of management to give you an informal reprimand or warning if it is believed that you have committed a minor infringement of the established standards of conduct or performance. If you are dissatisfied about such action the Grievance Procedure should be used.

### **Scope**

The Disciplinary Procedure applies to all employees of Como Star Ltd who have satisfactorily completed their probationary period.

The Procedure does not apply to:

- a) termination of a fixed-term contract of employment where the term of that contract expires without being renewed;
- b) termination of a temporary appointment where the reason for termination is that the need for the employee's service has expired, or is about to expire;
- c) termination during or at the end of a probationary period of service, whether or not extended beyond its originally specified duration;
- d) your resignation or other termination by mutual consent;
- e) incompetence, incapability or other poor performance at work which is considered not to be attributable to a willful disinclination by you to carry out your duties efficiently or effectively but which is thought to be attributable to a lack of skill or aptitude, or to health or any other physical or mental quality. A separate procedure exists for resolving such problems.

The time limits referred to in the following Procedure may be varied by agreement.

### **Responsibility**

All Managers are responsible for:-

- ensuring that workplace rules and standards of conduct are clearly known, understood and followed by employees;
  - securing satisfactory work performance and conduct from the employees they supervise;
  - ensuring employees are suitably trained for their role;
- and
- supporting employees to attain and maintain the required work performance standards.

The Schedule of Management Responsibility at the end of this Procedure sets out the members of management responsible for investigating or taking disciplinary action.

## **Investigation**

Where a matter arises which is suspected or believed to contravene a disciplinary rule or may otherwise be a disciplinary matter, the relevant Manager will investigate it promptly and thoroughly.

The investigation will include obtaining all relevant facts and evidence and interviewing and obtaining statements from any witnesses.

As part of the investigation, you will normally be interviewed. This will not be a 'disciplinary interview' or hearing, but will be for the purpose of investigating the matter before deciding whether disciplinary action will be instituted under the following procedure.

When the investigation is concluded, you will be informed of the outcome.

## **Suspension**

You may be immediately suspended from work on full basic pay while the investigation proceeds:-

- if the matter to be investigated is thought to involve serious misconduct leading to the possibility of dismissal; or
- due to the nature of the allegation, to enable the investigation to take place or to protect sensitive information or witnesses.

Similarly, if during the course of an investigation the Manager considers that a serious breach of discipline may have occurred, you may then be suspended.

The suspension will be precautionary, not disciplinary, pending the outcome of the matter and be confirmed in writing as soon as reasonably practicable.

## **Procedure**

If on completion of the investigation, the Manager considers that, on the balance of probabilities, a complaint of misconduct is justified and may require more than an informal reprimand as set out above, a disciplinary hearing will be arranged before the relevant Manager.

You will be notified (giving at least 3 days notice) in writing of the purpose, date and place of the hearing, the nature of the alleged misconduct and invited to attend accompanied by a fellow worker or certified trade union officer of their choice. If during the course of the investigation statements have been obtained from witnesses who in exceptional circumstances cannot attend the hearing, you will be given those statements not less than three days in advance of the hearing.

In the case of a positive Drug test the above procedure will be expedited and a hearing held the next working day. Please see page 35 for more information on Como Star Ltd ZERO Tolerance to Drugs policy and random drug testing.

If, for good cause, you are unable to attend the hearing, it will be adjourned to a new date which will be no more than 10 working days later and you will be informed without delay. If you are unable to attend the re-arranged hearing, it will normally proceed in your absence, but with your companion being provided with an opportunity to present your case on your behalf. Any submission you make in writing will be considered. If your companion cannot attend on the date proposed, you may offer an alternative date and time so long as it is reasonable and falls within 10 working days of the original hearing date.

## **Disciplinary Hearing**

The hearing will be conducted fairly so as to ensure that you may have every chance to understand and respond to the allegations and provide any evidence, witnesses and/or mitigating circumstances.

The Operations Manager will conduct the hearing. The Manager will outline the outcome of the investigation together with any supporting facts and evidence and may be questioned by either you or your companion. You will have the opportunity to address the hearing and give any explanation or evidence in mitigation and be questioned. Both you or the Company may call witnesses or provide written statements if the latter are not available.

The Operations Manager conducting the hearing may adjourn the proceedings at any stage if this appears necessary or desirable. If adjourning for the purpose of enabling further information to be obtained, he or she will specify the nature of that information. Any adjournment will normally be for a stated period.

On completion of the proceedings, the Operations Manager conducting the hearing will normally announce his/her decision, explain the disciplinary action, if any, to be taken and your right of appeal under this Procedure. This will be confirmed in writing as soon as practicable after the hearing.

### **Disciplinary Action**

In cases, other than those involving gross misconduct, where a reasonable belief in your guilt of the misconduct alleged is established on the balance of probabilities, the following disciplinary action may be taken.

- (a) For a minor offence or offences, a formal oral warning will be given making it clear that further misconduct will render you liable to further disciplinary action involving more serious consequences.
- (b) For a more serious offence or the commission of a lesser offence after a formal oral warning has previously been given and remains current, a first written warning setting out the nature of the offence and informing you that further misconduct is liable to result in further disciplinary action under this Procedure.
- (c) For a serious offence which might justify summary dismissal for gross misconduct but where management decides that a lesser penalty is appropriate, or for an offence after a first written warning has previously been given and remains current, a final (or in appropriate circumstances a first and final) written warning setting out the nature of the offence and informing you that further misconduct will render you liable for further disciplinary action and could result in dismissal.
- (d) For an act or acts of further misconduct, other than gross misconduct, by you when under a final warning given in accordance with (c), you will be liable to dismissal with notice or with pay in lieu of notice.
- (e) In cases where gross misconduct is alleged and is established on the balance of probabilities, you will be liable to summary dismissal.

All disciplinary action will be confirmed in writing to you within 5 working days of the decision and will specify the period for which it will apply (normally twelve months) or when it may be reviewed after a period of satisfactory conduct.

### **Appeals**

Where formal disciplinary action has been taken following a disciplinary hearing, you may appeal (within seven working days of receipt of the decision) against it by notifying the Managing Director set out in the following Schedule and setting out the grounds of appeal. The appeal must not be heard by the Operations Manager who conducted the disciplinary hearing and made the disciplinary decisions. This right of appeal is not available to you in your probationary period whether or not those periods have been extended.

The Managing Director will arrange for the appeal to be held within ten days of receipt of your notice of appeal.

An appeal will not be by way of rehearing unless either party has additional material to introduce which was not available at the time of the disciplinary hearing.

At the completion of the appeal, the Managing Director hearing the appeal will announce his/her decision which may be to confirm, amend or reverse the disciplinary action. No further right of appeal will be available to you within the Company. If allowing the appeal, the record of the warning will be removed from your personnel file.

In any case where an appeal is against a decision to dismiss by notice, the period of notice will have begun at the date given in the decision. If summary dismissal without notice has been imposed, no liability to pay you for the period between that decision and the disposal of your appeal will arise unless the appeal is granted.

## **Accompaniment**

At any stage of the investigation, disciplinary or appeals procedure you may be accompanied by a fellow worker or a certified trade union officer should you so wish.

## **Gross Misconduct**

Gross misconduct is regarded as misconduct of such a nature that it fundamentally breaches the contractual relationship between you and the Company and justifies management in no longer accepting your continued presence at your place of work.

Examples of gross misconduct and which, if established after investigation, may lead to summary dismissal are as follows:-

- gross negligence or wilful refusal to obey a reasonable instruction;
- falsification of documents, records or claims for personal or financial gain;
- theft, fraud, deception or misappropriation of funds, assets or property from colleagues, the Company or customers;
- other offences of dishonesty or corrupt or improper practice;
- sexual misconduct at work;
- harassment, bullying and victimisation or other serious offensive behaviour on sex, race, colour, ethnic origin, disability, age, religion, marital status, sexual orientation or religious grounds;
- intimidation, physical assault or fighting with other employees or customers;
- deliberate damage, misuse or unauthorised disposal of the Company's goods, property or equipment;
- being under the influence of alcohol or drugs or being found dealing, trafficking or being in possession of illegal drugs at work or in the environs of the workplace;
- persistent or prolonged unauthorised or uncertificated absence;
- persistent or serious breach of the health and safety rules and regulations;
- possession of explosives or firearms;
- misuse or negligence with Company funds or cash;
- serious stock or cash losses for which you can be held responsible;
- closing premises or part of premises without authority unless on health and safety grounds;
- failure to follow procedures for securing premises, Company funds or cash;
- unauthorised purchases or use of Company suppliers;
- unauthorised alteration, mutilation or destruction of the Company's records, documents or Company computer programmes or systems;
- divulging without approval confidential Company and/or customer information;
- sending abusive, scandalous, obscene or defamatory communication of any kind including by e-mail, on the Internet or any other media;
- accessing or downloading any rude or obscene images or other material from the Internet or by e-mail or otherwise being in possession of rude or obscene material or publications or images in any media at your place of work or during working hours;
- being responsible for any act which jeopardises or is likely to jeopardise any of the Company's licences or reputation, trading position or profitability;
- any wilful breach of licensing, excise or employment law or regulation.
- Chefs - Failure to maintain the company kitchens to a 5\* standard
- Chefs - Failure to maintain safe food practices

The list is neither exhaustive nor definitive. In appropriate circumstances other acts of misconduct may come within the definition of gross misconduct.

## **Records**

Records of any disciplinary action will be recorded in your personnel file. Under normal circumstances, if you are free of any disciplinary action for a period of twelve months these records will be removed from the file and disregarded in the consideration of any future disciplinary issues.

## **Understanding**

If you suffer from deafness, impaired reading ability, language difficulty or some other impairment, you or your companion should make this known prior to any interview or

hearing (or if given a warning) so that suitable arrangements can be made to ensure that you take a full part and/or understand the true meaning of the subject matter.

### **Revision or Termination of this Procedure**

The operation of this Disciplinary Procedure which is non-contractual will be periodically reviewed and you will be advised of any necessary amendment(s). The Procedure as a whole may be terminated by management upon giving not less than three months notice. If terminated, a new procedure will be introduced and will conform to all legal requirements.

### **Cash and Till Shortages**

Where you fail to follow correct procedures which results in cash or till shortage you may be asked to reimburse all or part of the monies lost as a result of your error.

### **Dishonesty**

The Company may prosecute in all cases of dishonesty e.g. theft, forgery, misrepresentation, fraud and unauthorised possession of Company property.

### **Grievance Procedure**

#### **General**

We support free communication between our employees, managers and directors to ensure any grievances arising during the course of employment can be aired and, where possible, resolved quickly to everyone's satisfaction.

The Company's aim is to ensure that a robust and effective procedure is in place to deal with such grievances and this Grievance Procedure which is non-contractual but which conforms to statutory requirements is therefore available to you. However nothing in this Procedure is intended to prevent you discussing a concern informally with your immediate Manager and it is expected that most issues should be resolved in this way. On the occasions where this is not possible the formal procedure should be followed.

Any Grievance should be raised directly with the Managing Director.

#### **Formal Procedure**

##### **Stage One**

If the grievance concerns your immediate Manager or you have a grievance which has not been resolved informally, it should be raised either orally or in writing, normally within seven days of the grievance occurring, with the Managing Director.

The Managing Director will arrange a meeting with you to discuss the grievance. After investigating it fully (including interviewing any other relevant persons involved) and giving it careful consideration the Managing Director will give a decision orally or in writing normally within seven working days of the meeting to discuss the grievance.

The Managing Director will record the details of the meeting and the reasons behind the decision.

##### **Accompaniment**

You may be accompanied at any of the above meetings by a fellow worker or certified trade union officer.

##### **Exceptions**

The Grievance Procedure cannot be used in respect of:-

- a) your failure to comply with the time limits within the Procedure unless the Company Secretary agrees to a particular time limit being waived;

- b) an attempt within six months of the completion of action under the Procedure to restart the Procedure in respect of the same or similar grievance unless any action decided upon to redress that grievance has not been implemented;
- c) a grievance in connection with an alleged act of misconduct or unsatisfactory performance for which you have been notified of the date of an interview or disciplinary hearing.

### **Time Limits**

If the grievance is not dealt with within the specified time limits above, you have the right to proceed to the next stage of the Procedure. If you fail to comply with a time limit the Procedure will cease and the grievance will be considered to have been settled or withdrawn.

### **Grievances after Leaving the Employment**

You may still raise a grievance even after you have left the employment using the same procedure as set out above. If it is mutually agreed in writing or it is not reasonably practicable to follow the Procedure, you may simply raise your grievance by setting it out in writing together with the basis for it and the Company will set out a response to it in writing within a reasonable time.

### **Capability**

The Company recognises that you may be unable to achieve the required standards due to circumstances outside your control and/or require assistance to achieve the performance standards.

If the Company feels that your output or performance is not satisfactory or you show a demonstrable lack of capability the matter will be discussed with you.

Rather than invoking the Disciplinary Procedure, the matter will be investigated by your Manager and the findings reviewed with the Operations Manager or the Company Secretary as appropriate before any action is taken.

If the outcome of the investigation determines that there is action which can be taken to assist you such action will be agreed with you to try to resolve the problem.

If there is then insufficient progress or the outcome of the investigation is that progress is impossible then the matter will be dealt with under the Disciplinary Procedure or by other agreed appropriate action.

### **Harassment at Work**

Harassment, bullying, victimisation or discrimination in the workplace is a serious issue and must be recognised by everyone as such. It can be verbal, physical, by body language or on paper or screen. Such behaviour is offensive and can cause humiliation and distress to the person to whom it is directed and can create an unpleasant work environment and consequently interfere with job performance.

The Company is committed to the elimination of all forms of harassment and to this end the Disciplinary Procedure will be used including in appropriate cases dismissal against groups or individuals who are found to be the perpetrators of harassment, bullying, victimisation or discrimination.

You should contact your Managing Director if you feel that you have been the subject of the above in the workplace who will set up an appropriate process to deal with the complaint.

### **Public Interest Disclosure (Whistle-Blowing)**

The Company operates within the country's laws and regulations and expects you to cooperate in this by adhering to all laws, regulations, policies and procedures.

You have a right to disclose to a regulatory authority if you become aware of any matter or act which seems not to be in accord with the general aim set out above.

However the Company expect you at least to advise the Managing Director of any such circumstances.

Specifically you are expected to make such notification immediately you become aware of:-

- (a) the breaking or proposed breaking of any law or regulation by a Company employee;
- (b) a Company procedure or policy being broken;
- (c) any wrongdoing in the Company;
- (d) any matter which seems likely to harm an employee, customer, member of the public, the environment etc; or
- (e) any possibility or suggestion that one of the items set out in (a) to (d) has occurred and is being covered up.

Assuming these requirements have been met, the Company undertakes to protect you from any personal claims and from any victimisation, harassment or bullying occasioned as a result of their acts. The aim is that your career should not in any way be harmed or hindered as a result of you notifying any of the above (whether the item reported proves to be true or not provided the reporting was carried out in good faith).

Any hostile action against you if you have made a disclosure under this policy or as a result of such disclosure, whether the perpetrator is affected by the disclosure or not, will be regarded as gross misconduct and will subject the perpetrator to summary dismissal.

It is particularly urgent and important in matters concerning the safety of those on our premises (whether employees, contractors or visitors) that if you become aware of a hazard or dangerous occurrence you must notify your Manager before making any other report e.g. to an outside body not least so that immediate action can be taken if necessary to remove the hazard.

Failure to notify when reasonably aware or certain of an occurrence covered above may be regarded by the Company as misconduct since effectively it makes the employee an accessory.

### **Work Rules and Procedures**

Various rules and procedures exist for the effective and safe operation of the Company's business and the welfare and interests of those who work for the Company, as well as for the Company itself, and you are expected to comply with all work rules and procedures of which you are informed or made aware. From time to time the Company will exercise its right to change, withdraw or replace existing rules and procedures or to introduce new ones to which you as an employee will be subject and be required to comply.

### **Confidentiality and Fidelity**

During the course of your employment you may come across confidential information about the business including trading figures. Unless specifically allowed as part of your employment you must not either during your employment or after it has ended for any reason disclose to any person or use for any purpose whatsoever or copy any such confidential information relating to the business affairs, customers or trade secrets of the Company.

All confidential records, documents and other papers, together with any copies or extracts thereof, made or acquired by you in the course of your employment are the property of the Company and must be returned to the Company on the termination of your employment.

### **Outside Business Interests and Other Employment**

The Company believes that in providing continued employment, you have an obligation to provide the Company with a similar commitment. Other than in exceptional circumstances, you should not, and should not agree to be connected with, engaged in, concerned with or employed by any other business, occupation or public office which may or might interfere with the performance of your job or duties or be in conflict with the best interests of the

Company without obtaining the prior written approval of the Managing Director or Company Secretary as appropriate.

If such approval is given, you must not use any of the Company's facilities, goods or services in connection with outside interests or employment without approval.

### **Compliance**

It is part of the Company's commitment that it will operate within national, local and industry laws and regulations. At all times you are required to comply with all such enactments and to act on behalf of the Company in a proper manner.

If you fail to abide by the rules and requirements laid down by the Company and thereby infringe or break the law may cause the Company, and find yourself personally to be, liable for penalties. The Company refuses to accept any responsibility for such penalties as you must always act in accordance with our rules and regulations. If you find yourself personally liable having acted in accordance with the rules and regulations of the Company, you will normally be indemnified by the Company.

### **Right to Search**

The Company reserves the right to search you or your property (including any vehicle, packages, containers or bags in your possession) of an employee at any time when entering or leaving the premises. Searches will be carried out by a Manager or Director of the same sex, in the presence of a witness, with dignity and in reasonable privacy, discreetly and courteously. Selection for such a search does not imply any suspicion of theft or wrongdoing.

### **Acceptable Computer Use Policy**

All computer users must adhere to the following policy and rules on the use of our computer systems and equipment.

#### **Computer Use**

All computer systems, software, and network systems provided by the company are to be used exclusively for the Company's business.

#### **User Accountability**

As a computer user you are accountable for your actions and may be held liable to disciplinary or criminal sanctions for any unauthorised actions found to be intentional, malicious, or grossly negligent.

#### **Passwords and User ID's**

A user identifier (username) and password are required of all users. Passwords must be greater than six (6) characters long, not found in a dictionary, and must have at least two alphabetic and at least one numeric or special character. Passwords must not be shared with any other person. The password must be changed as soon as possible after an unacceptable exposure or suspected compromise.

#### **Unauthorised access**

Users are:-

- not to attempt to enter computer systems by any means other than their own account;
- not to use email in a fraudulent manner, either by faking another's identity or by sending messages of inappropriate content;
- prohibited from intercepting messages or files by impersonating another user or person; and
- not to attach any equipment to the network without prior approval from Cafe Ibiza Ltd.

#### **Software Licence**

All software used on all Como Star Ltd computers must be appropriately acquired and used according to the appropriate licensing. Possession or use of illegally copied software is

prohibited. Likewise, you must not copy copyrighted software, except as permitted by the owner of the copyright.

### **Data Protection**

Users are advised to take appropriate measures to protect information and applications. Computers and network systems are inherently insecure. It is your responsibility to ensure that adequate protective measures are used to transmit and secure data.

### **Other Restrictions**

As a computer user you:-

- are prohibited from changing or circumventing access controls to allow yourself or others to perform actions outside your authorized privileges;
- must not reconstruct or recreate information or software for which you are not authorized;
- must not take unauthorized actions to intentionally modify or delete information or programs;
- must not introduce or use malicious software such as computer viruses, Trojan horses or worms;
- may not deliberately interfere with other users accessing system resources.

### **Waste, Fraud and Abuse**

All computer users are required to address, safeguard against and report misuse, abuse and criminal activities. Como Star Ltd computer administrators are required to review the contents of computer files at unannounced intervals and by means of random sampling. Your misuse of Cafe Ibiza Ltd resources may lead to temporary or permanent disabling of accounts, disciplinary action and/or criminal prosecution.

### **Personal Use**

Occasional personal use of Como Star Ltd equipment is allowed if it does not:

- involve illegal activities;
- involve personal gain;
- violate Como Star Ltd policies;
- embarrass Como Star Ltd;
- consume excessive resources or interfere with the work of the Como Star Ltd.

### **Internet Access and Electronic Material**

Como Star Ltd have established the following policy with regard to the use, access and disclosure of electronic material created, sent, received or stored either via the Internet or the Company's internal networks by employees. Electronic material includes e-mails, or any material that can be downloaded via the Internet or sent across the Company's computer network.

- a) All copies of messages created, sent, received or stored on the Company's systems are the Company's property. Messages are not your private property and as such there should be no expectation of privacy in any circumstances. If you use the Company's e-mail address for communication that is not business related you waive any privacy or any other rights that you have in relation to such communications and consent to their being read, monitored, recorded and otherwise intercepted by the Company.
- b) The Company reserves the right to access and monitor all messages created, sent, received or stored on the Company's systems. The contents of e-mail messages may be disclosed internally and to third parties without your further permission and at the Company's discretion. You must remember that even when an e-mail message is deleted it is still possible for the message to be retrieved and read. The use of passwords does not assure confidentiality and the existence of a password does not restrict the Company's right to access e-mail messages.

- c) E-mails and the internet should not be used to create, send, receive or store any material which is offensive, obscene, contains images depicting sexual activity or bodily parts in a lewd manner or which are pornographic, disruptive or infringe copyright. The Company's policies with regard to discrimination or harassment apply fully to the Internet and e-mails. You should remember the same laws apply to e-mail as to any other written documents and therefore any comments that could be regarded as defamatory, inaccurate or misleading must be avoided. Your use of the Company's computers, telephone lines, telephone systems, Internet connection or any other system or software or equipment owned or controlled by, leased or rented to the Company to access Internet sites or download or receive e-mail or other electronic images or media that contains pornography or other obscene or illegal contents will constitute gross misconduct that can lead to disciplinary proceedings and to your summary dismissal.
- d) All e-mails and downloads can contain viruses. You must therefore ensure that all downloads and e-mail messages are virus-checked before opening.

### **Contractual Position**

The above rules and Policy form part of your terms of employment. It is a term of your employment that you comply with them and your signed acceptance of your employment contract signifies your consent to these terms.

### **Use of Company Accounts for Personal Purposes**

The Company maintains account facilities with some service providers and suppliers. As a general rule you must not use these accounts for private purposes unless the prior permission of the Managing Director is obtained.

## **TERMINATION OF EMPLOYMENT**

### **Notice Periods**

Unless your employment is terminated on grounds of gross misconduct when summary dismissal may apply, the minimum period of notice you are required to give in writing and to which you are entitled to receive to terminate your employment is set out in your Statement of Particulars of Employment.

### **Pay in Lieu of Notice and "Garden Leave"**

The Company reserves the right to make a payment in lieu of notice in appropriate circumstances or place you on leave during the period of notice or any part thereof during which you will be paid your basic average wage or salary.

### **Return of Company Property**

On termination of your employment by either side, you must return to the Company anything in your possession or control which is the property of the Company or has been obtained from being employed by the Company. The Company reserves the right to withhold final monies due to you until such property is returned.

### **Retirement**

The normal retirement date for all employees is the 65<sup>th</sup> birthday. The Company will notify you of your intended retirement date when you commence employment as well as between six and 12 months of the date itself. You will be invited to apply to postpone your retirement at that time and if you make such a request you will have your application thoroughly and fairly considered.

### **Redundancy**

It is the Company's policy to create and maintain long-term stable employment for its employees. However this cannot be guaranteed and in the unlikely event that it is necessary as a result of changing business needs or to reduce costs by reducing staffing levels by redundancy the Company will consult you to:-

- (a) see if there are any alternatives;
- (b) discuss such plans generally; and if necessary
- (c) determine how to select those necessary.

Before making compulsory redundancies the Company may invite you to volunteer although it cannot guarantee that every offer will be accepted as those with key skills may need to be retained. If made redundant you will be entitled to a statutory redundancy payment and appropriate notice period as set out in your Statement of Particulars of Employment.

## **HEALTH AND SAFETY**

### **Health and Safety Policy**

We strive at all times to provide a safe and healthy workplace for employees and visitors. You have a legal obligation to assist in this endeavour and to have regard for the safety of colleagues and others.

We have established a Health and Safety Policy Statement that is available along with the Company's full Health and Safety Manual at your place of work.

The Managing Director is responsible for the implementation and enforcement of the Policy. The line of responsibility for safety matters is set out in the Policy and you are required to comply with the terms of the Policy and all safety systems and rules applicable to your employment. Failure to do so will render you liable for disciplinary action.

The Company's Health and Safety Manager whose details are contained in the Health and Safety Policy Statement and Manual will give advice and explanations on all health and safety matters as necessary.

### **Food Hygiene**

Our policy is to provide high quality, safe food for our customers.

The Company recognises that you play an integral part in the production of safe and clean food and we will provide all appropriate information, training and supervision to achieve this.

The Company Food Hygiene Policy is available on site and will be explained to you. All food handlers must be familiar with the contents of the Policy and must follow all food safety procedures. Disregard of the procedures will result in disciplinary action under the Company's Disciplinary Procedure.

### **Security**

We have high security standards which will be explained as part of your induction. You should report anything suspicious, anyone acting suspiciously in the premises or anyone suspected of stealing or other crime to your Manager.

Guidelines to secure our premises and ensure safety are found in the Health and Safety Manual. For obvious reasons you must follow these instructions.

### **Repairs to Machinery and Equipment**

Unless you are specifically employed and trained or qualified to undertake this kind of work, on no account should you attempt to carry out any repairs or maintenance, or to interfere with any supplies or equipment.

Both you and the Company have a mutual responsibility to act in a safe manner and both can be prosecuted for any breach in their responsibility.

### **Infectious Diseases**

Should you contract, or be in contact with a person suffering from an infectious disease, you must advise your Manager immediately. Medical clearance may be requested before you resume work.

Should the company issue guidance related to suspected or confirmed Epidemic or Pandemic diseases including the request to complete reasonable emergency training or carry out reasonable enhanced procedures at work, all employees must comply or risk dismissal for Gross Misconduct.

## **Smoking**

You are not permitted to smoke on or near the premises whilst on duty.

## **Drugs**

Como Star Ltd operates a ZERO Tolerance policy with regard to drugs (controlled substances)

It is an offence to use or supply illegal drugs and to permit their use or supply on any our Company premises. Use or supply of such drugs on Company premises or their environs will be regarded as gross misconduct. Should any member of staff be found to be under the influence of alcohol or any controlled substance they will be liable to summary dismissal for Gross Misconduct.

The company reserves the right to randomly test all employees for drug use and uses swap tests for this purpose. The tests show if the person being tested has traces of the following in saliva:

- Cannabis
- Cocaine & Crack Cocaine
- Heroin and all opiates
- Amphetamine ( Speed)
- Heroin and all opiates
- Methamphetamine crystal Ice
- Methadone

The tests will be carried out by a Manager or Director in the presence of a witness, with dignity and in reasonable privacy, discreetly and courteously. Selection for such a test does not imply any suspicion of taking drugs or wrongdoing.

Should the member of staff being tested positive for the above they will be suspended immediately and a disciplinary meeting held within 24 hours following an investigation.

Any member of staff who refuses to comply with a random test will be dismissed for Gross Misconduct as failure to take a test will be interpreted as the member of staff admitting they are under the influence of drugs which is Gross Misconduct.

## **Alcohol**

You are not permitted to consume alcohol or be under the influence of alcohol whilst on duty.

The consumption of small amounts of alcohol for the purpose of tasting wine is allowed when being arranged by senior managers.

## **GENERAL DATA PROTECTION REGULATION**

### **Personal Details**

The company fully complies with the General Data Protection Regulation (GDPR) (EU) 2016/679.

It is in your interest that any changes to your personal details are recorded so that for example we are able to contact your next of kin in case of any emergency or when we need to send documents to your home address. It is your responsibility to keep your information up to date on our online platform.

It would be helpful therefore if you would notify your Manager when any changes take place to your address, telephone number, marital status, contact details for your next of kin, dependents, qualifications etc.

We like to try to help employees with problems and we often can. If you are experiencing a personal problem that is or might affect your work performance or relationships, do not hesitate to discuss it with your Manager.

### **Personnel Records and Information**

Personnel records are maintained by us on the Kobas system and may contain both general and sensitive information. All personnel files are therefore treated as confidential.

You may view the majority of your own personnel file via your Kobas login. If you would like to see the complete file you may do so by requesting this from [it@comostar.co.uk](mailto:it@comostar.co.uk). Normally you will be able to see your file within one working day.

You have a right of access to medical records held by the Company concerning you and to request alteration of any matters you feel are erroneous.

The information you supply when applying for employment and as may be revised during your employment will be treated as confidential. The Company may wish to process the information (as updated periodically) for personnel administration and business purposes. Where this happens, processing, whether by means of computer or otherwise, will take place in accordance with the terms and requirements of the Data Protection Act and any associated codes and regulation.

By accepting this appointment you will be providing the Company with your consent to these uses.