

# Contract of Employment

This employment contract is between you and us, Cake Club Limited

Our address is:

Whitehouse  
24 High Street Rye, East Sussex  
TN31 7NH

## **1. Start date and continuous employment**

Your continuous employment with us began on the date submitted on the 'Whitehouse Starter Pack' form.

No employment with a previous employer counts as part of your period of continuous employment with us.

By accepting your job, you accept all the terms and conditions set out in this contract. This contract replaces any previous agreement, whether the previous agreement was in speech or in writing.

There is a probationary period of three months applicable to your employment. You warrant that you are entitled to work in the UK without any additional approvals and will notify us.

If your employment is confirmed, the notice required by us or you to terminate your employment will be one month from the time the notice is submitted and received in writing. We have the right to pay you your basic salary in lieu of notice.

Once you or we have given the other notice, we can, at any time and for any period, ask you to stop carrying out your job or exclude you from entering any of our premises (or both). This is known as 'garden leave'. During any period of garden leave such as this, we will continue to pay your salary and provide all benefits set out in this contract.

Nothing in these terms prevents us from ending your employment immediately or otherwise if you break any of the terms of your employment or act in a way that is considered to be gross misconduct.

## **2. Workplace**

Your normal workplace will be: Whitehouse Rye, 24 High Street, Rye, East Sussex, TN31 7NH. However, you may need to move from this location to another site within a reasonable geographical area. If this becomes necessary, we will give you reasonable notice of the change.

## **3. Collective agreements**

There are no collective agreements relevant to your employment.

#### **4. Job title and duties**

If you are employed as to be part of the Front of house or housekeeping team your line manager will be George Lovell . You may be required to undertake other duties from time to time as we may reasonably require.

If you are employed to be part of the kitchen team, which will include bakers your line manager will be Rosie Bates . You may be required to undertake other duties from time to time as we may reasonably require.

#### **5. Hours of work**

You are employed to work on a shift system basis.

Requests to change shifts must be submitted to the Rosie Bates or Bernette Boost at least 7 days before the start of the relevant shift and must be authorised in advance. We are under no obligation to approve any request for a shift change.

We may ask you to change the length and pattern of your shifts to meet our business needs (for example if another employee is off sick). If you accept a change to the length or pattern of your shifts, you are obliged to complete them. Your same hourly rate of pay would apply to the new arrangements.

Overtime will be available in addition to your usual hours each week which will be paid at your usual rate of pay as stated in this agreement. If the Company does offer you work and you accept an offer of additional work, you are obliged to complete it. Your same hourly rate of pay would apply to the new arrangements.

You will be entitled to an unpaid break of 30 minutes where your shift exceeds six hours.

#### **6. Pay**

Either Bernette Boost or Rosie Bates will advise you of your hourly rate or annual salary at the start of your employment. You will be paid every month by Credit transfer to your bank account for the Month that has just passed (from the 27th of the month to the 26th of the preceding month). You will be paid by the 30th of each month

We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Company at any time.

All pay rates are confidential and must not be at any time during or after employment by Cake Club Limited be disclosed to other members of staff past or present.

## **7. Being absent from work**

If you cannot come to work for any reason, you (or someone on your behalf) should contact Rosie Bates or Bernette Boost before 2 hours of your start time on the first day you cannot come to work, to explain why.

If you are sick, you should fill in an absence record form within seven days of the first day you are off work. We will send you the form.

If you are off sick for more than seven days in a row, you must get a medical certificate signed by your doctor and hand it or send it to Rosie Bates . For each week you are off work after that, you must send us a new medical certificate.

During periods of sickness, if eligible you will receive Statutory Sick Pay.

## **8. Holidays**

We will give you 28 days' paid holiday during each holiday year or the pro rata equivalent if you work part time. This includes the usual public holidays. (The holiday year runs from 1st January to 31st December). Due to working in hospitality you will be required to work on bank holidays.

You must get our permission for the dates you plan to take your holiday. We may refuse to give you permission to take holidays on the days you want, and we may choose days which you must take as part of your holiday entitlement. Holidays will not be permitted to be taken during the school holidays - the term dates for East Sussex can be found at [www.eastsussex.gov.uk/ed](http://www.eastsussex.gov.uk/ed)

If you leave part-way through the holiday year and you have taken more holiday than you have built up for the months you have worked, we will take this from your wages. If we owe you holiday when you leave, we will add an amount to your wages to make up for this.

You cannot carry over holidays into the next holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave, paternity, adoption, parental or shared parental leave.

## **9. Other Paid Leave**

You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time

A. statutory maternity leave; B. statutory paternity leave; C. statutory adoption leave; D. shared parental leave; E. parental leave; and  
F. parental bereavement leave.

## **10. Pensions and health insurance**

You can join the pension scheme in place at the company as soon as you are eligible under the rules that apply to the scheme or under the auto enrolment rules. You can get full details from Claudia Brown.

## **11. Ending your employment**

If your employment is confirmed, the notice required by us or you to terminate your employment will be one month from the time the notice is received in writing.

Nothing in these terms prevents us from ending your employment immediately or otherwise if you break any of the terms of your employment or act in a way that is considered to be gross misconduct.

## **12. Disciplinary and grievance procedures**

We have grievance and disciplinary procedures. We have attached them to this contract, but they are not part of your conditions of employment.

If you wish to appeal against a disciplinary decision you may apply in writing to Claudia Brown at [claudia@whitehouserye.co.uk](mailto:claudia@whitehouserye.co.uk) in accordance with our disciplinary procedure.

## **13. Health and safety at work**

We will take all reasonable practical steps to protect your health and safety while you are at work. You must read our health and safety policy and our safety and fire rules. You must look after your own health and safety and that of your colleagues.

## **14. Changes to your Terms of Employment**

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

## **15. Extra Clauses**

You must not drink alcohol or take drugs (except those prescribed by your GP as long as they do not affect your ability to work safely) at any time while you are at work or before coming to work or starting your shift.

If you have access to any confidential information about our business while you work for us, you must use it only in the interests of the business and must not share it with anyone outside our business. This obligation continues to apply when your employment terminates, for whatever reason.

If you work for another employer as well as us, you should tell Rosie Bates so we can make sure we keep to the Working Time Regulations.

In exceptional circumstances (for example, an unexpected drop in business), we may lay you off work without full pay or reduce the number of your normal working hours while the circumstances continue.

If there is a reduction in work, we may temporarily lay you off without pay or reduce your working hours and your pay proportionately on giving one week's notice in writing. Depending on the circumstances you may have a statutory right to a guarantee payment.

Hygiene and appearance are important to us. You must keep to our rules about this and be clean and smart at all times. You must dress in line with our rules. This may include wearing a uniform.

You agree, in accordance with Regulation 5 of the Working Time Regulations 1998, to work whenever necessary in excess of the 48 hour week. This agreement will remain in force for an indefinite period.

However, in respect to this clause only you do have the right to terminate this agreement by giving 3 months' notice in writing.

You agree to comply with the social media & networking policy below.

## **SOCIAL MEDIA & NETWORKING POLICY**

Cake Club Ltd recognises the importance of the Internet in shaping the public thinking about the company and our current and potential products, employees, partners and customers. The company also recognises the importance of our employees joining in and helping shape industry conversation and direction through blogging and interaction in social media. Therefore, Eat Bake Sleep Ltd reserves the right to ensure that all communication and interaction coming from the company and its employees is presented knowledgeably and socially.

Please note that the guidelines below are for Internet, e-mail, blogging, tweeting and the use of social networking sites to communicate with the general public and any entity external to the company.

### **Identity**

You must ensure to protect yourself and your privacy online, always check the privacy settings for any social media channels used.

We discourage you to make postings or communications online anonymously, using pseudonyms or false screen names as we believe in honesty and appropriate transparency.

### **Representation**

Always be transparent. Be honest about who you are and any associations you may have. Be genuine, authentic and real.

### **When referring to your work use first person.**

Talk about what you know, be the expert. Offer advice, insights and comments that are within your area of expertise. Alternatively, alert those who are an expert in the relevant topic.

Maintain a sense of credibility, which in turn will improve your reputation and trustworthiness.

We believe in good communication between employees, partners, customers and the general public.

Never reveal any confidential or proprietary information.

Do not plagiarise others.

When appropriate, please direct others to an official Whitehouse Rye website and the social media accounts of the company.

Add a disclaimer if you are publishing content outside the company's official website to ensure that your comments are not misinterpreted as corporate company policy. For example "The

opinions and positions expressed are my own and do not necessarily reflect those of Whitehouse Rye".

You must ensure that you write knowledgeably, accurately and using appropriate professionalism. Although disclaimers are used, your social media interaction can result in members of general public forming an opinion about the company, its employees, partners and products or services. Speak respectfully about the company and our current and potential employees, customers, partners, and competitors.

If you have any questions with regards to what has been released to the public, speak to your supervisor. Additionally, do so before releasing information that could potentially harm the company, our current or potential products and services, employees, partners and customers.  
Respect

Respect your audience. An objective of Social Media is to create a dialogue. Therefore, differences of opinion may arise. You must ensure to express your ideas and opinions in a respectful manner and do not resort to insults of any kind whether personal or to a competitor. Do not harass or use offensive language at any time.

Show respect to your audience's time. Add value by contributing valuable tips, insights and relevant content. Additionally, ask questions, respond in a timely manner and listen to what others say.

Do not engage in conduct that would not be acceptable behaviour or would reflect negatively on Whitehouse Rye's reputation.

Be considerate of others' privacy and topics that could be considered personal, such as religion or politics.

You must respect diversity and equality at all times.

### **Responsibility**

Individuals must choose for themselves whether they use social media, unless it is a part of their job. You are legally responsible for anything and everything you write, present or communicate on any social media channel.

Be accountable. You are responsible for what information you disclose and how you use social media to communicate with the external audiences, even when you are not at work.

Be truthful. You are responsible to ensure that content is factually accurate.

You are responsible for following and respecting the copyright and trademark laws, including logos and mottos.

You are not at any time to speak or write or provide in any medium information relating to the company, to the media, press, television, radio, internet or any other person or entity without prior consent of the company and its Directors.

If you are developing a site or writing a blog that will mention Cake Club Ltd or Whitehouse Rye and / or our current and potential products, employees, partners, customers, and competitors, as

a courtesy to the company, you must let your supervisor know that you are writing them. Your supervisor may choose to visit from time to time to understand your point of view or to monitor what is being said.

Honour the privacy and rights of Cake Club's employees, seek their permission as well as the company's permission before disclosing of any work or information that they have had an impact upon.

Your online presence reflects the company. Be aware that your actions and communications can reflect that of the company and any inappropriate material can lead to you having to go through the company's disciplinary procedures.

Note that the use of copyrighted materials, unfounded or derogatory statements or misinterpretations is not viewed favourably by Eat Bake Sleep Ltd and can result in disciplinary action up to and including employment termination as well as legal action taken against the employee. Please recognise that you are legally responsible for any material and communication that you disclose to the public. You can be sued by the company's employees, competitors and any individual or entity that views your commentary or communication as defamatory, pornographic, proprietary, harassing, libellous or creating a hostile working environment. Employees can be appropriately disciplined and/or sued by the company for commentary, content, videos or images that are defamatory, pornographic, proprietary, harassing and libellous or can create a hostile environment.

I have read and understood this contract and agree to keep to it.