



## CONTRACT OF EMPLOYMENT (NFLT)

This contract of employment is between:

**XXXX** (referred to below as "we" or as "the Company")  
and you, **XXX** [name]

### 1 Your position

- a We appoint you as **XXX**, and you agree to serve us in that role, or any other role which may be necessary from time to time, under the conditions set out in this contract.
- b Your employment with us will start on **DD/MM/YYYY**. Your continuous employment for the purpose of you building up employment rights started on **DD/MM/YYYY**.
- c Your employment with us is at all times conditional on your entitlement to work in the UK without additional approvals. You will notify us in writing immediately if your entitlement to work in the UK changes.

### 2 Probationary period

- a The first **three** months of your employment will be a probationary period to assess your performance and conduct. During this period our disciplinary procedures will not apply to you. At the end of the period if your performance and conduct are satisfactory, we will inform you in writing that you have successfully completed your probation. If your performance or conduct is not satisfactory, you may be dismissed during or at the end of the probationary period. Alternatively, the probationary period may be extended at our discretion for a further specified period.
- b During the probationary period you or we may end your employment by giving the other one week's notice in writing. If you are later promoted to a new position involving different duties and responsibilities, you will have to complete a further probationary period on the same terms. If you do not meet the required standards for the new position, and there is no suitable alternative position for you, we may end your employment by giving you the required notice.

### 3 Your duties

- a You must perform the duties, given to you. You will report to **XXX** or their replacement
- b You must do the following.
  - i. Do everything you can in your role to promote and protect our interests and do nothing which is harmful to those interests.
  - ii. Do everything you can in your role to promote and protect the interests of the Company and the group. The Company together with other companies is a member of a group of companies of which Edwardian Group Limited is the parent company and Edwardian London Management Services Limited is the administrative services company for the group. Edwardian Hotels London is a trading name of the group.
  - iii. Give us any information we ask for in connection with our business and follow all proper instructions we give you.
  - iv. Devote all of your working time, attention and abilities to our business (unless you cannot do so because of ill health or injury, or we agree otherwise with you).
  - v. Comply with all our rules, policies and procedures in force from time to time including those contained in the Staff Handbook.
  - vi. Agree to changes to your job description from time to time to meet the changing needs of the business.
  - vii. Agree to changes to your role and contract of employment where required as a result of new technology adoption and delivery.
  - viii. Agree to undertake all and necessary training and professional development as is required to carry out your duties, maintain your professional development and as a result of new technology adoption and delivery.

### 4 Salary package

Your rate of pay will be £ **XXX** a year, equivalent to £ **XX** per hour, paid every two weeks in arrears (for the previous two weeks). We will pay your salary direct to your bank or building society account. We will review your salary from time to time but we do not have to increase it. We can change the date we pay you on and how pay you, as long as we give you reasonable notice. We

can take from your pay any money you owe us, including any overpayment made to you or any debts to us which you are personally responsible for. When your employment ends, we can take from your final pay any money you owe us, such as loans, debts or floats assigned to you, any overpayment made to you or any pay in relation to holiday that you have not accrued. We can also take from your pay a reasonable amount to compensate us for any property of ours that you have not returned or have damaged, or any repair and cleaning costs you are responsible for.

The above salary is based on working **XX** days per week for **XX** hours per day excluding rest breaks which are not part of your hours of work. Your working hours shall be calculated as an average over a 'reference period', which is normally a **two week period**.

For the avoidance of doubt all previous employee incentives of Bonus and Commission Schemes previously operated by the company have been withdrawn and no payments will be made in respect of the same.

## **5 Hours and place of work**

- a Hotel operations are a 24 hour business and as part of this you will be required to work as per business needs. Your supervisor will specify if your job involves working shifts. You will be given reasonable notice of your shift during the weekly rota.
- b Our salary package is calculated on the basis that you will work the hours necessary to properly perform your duties. Your employment is subject to **Non Overtime**. If this status is Overtime then we may pay you for overtime equivalent to your hourly rate of pay or give you time off in lieu at our discretion. If the status is Non Overtime then you will not be eligible for any payment for any hours you may choose to work above and beyond your contracted hours.
- c The limit on weekly working hours set out in regulation 4 of the Working Time Regulations 1998 does not apply to your work under this contract.
- d You agree that regulation 4(1) of the Working Time Regulations 1998 will not apply to your employment and you may work more than 48 hours a week on average. You or we can limit your hours in line with the Working Time Regulations 1998 by giving three months' notice in writing. Unless such notice is given, your consent shall remain in force until your employment with us ends. If you choose to limit your hours, you accept that your salary may be reduced accordingly.
- e Your main place of work will be **XXXX**, but we may change this to any other hotel we own if we give you reasonable notice. In relation to requests to work at an alternative hotel within the Greater London area we will give you **7** days notice. In any event, you may also need to travel within the UK and abroad, for a period of up to one month, to perform your duties. We do not currently envisage that you will be asked to spend longer than one continuous month outside the UK.

## **6 Travel and expenses**

You must make any journeys, whether in the UK or elsewhere, that are reasonably necessary for you to perform your duties. We will repay all agreed travelling, hotel and other expenses relating to your duties, as long as you keep to our policy on incurring and claiming expenses, including providing any vouchers, receipts or other evidence of the expenses you are claiming.

## **7 Holidays and holiday pay**

- a The holiday year runs from 1 April to 31 March, and your holiday entitlement in that holiday year builds up from day to day.
- b You will be entitled to **28** days' paid holiday inclusive of Bank holidays for each full holiday year based on full time employment or the pro rata equivalent if you work part time.. Your entitlement shall accrue on a pro-rata basis during each month of your employment from the first day of your employment. Any change to your contracted days/hours will change your entitlement accordingly. You can take these days at a time or times agreed with us. We may require you to take (or not to take) holiday on particular dates, including during your notice period. If you do not use any of your holiday entitlement, you cannot carry forward to the next holiday year or receive pay for that entitlement instead (except when your employment ends or where required by law). If you are dismissed for gross misconduct, or you leave without giving us the necessary notice, you will lose any untaken holiday that exceeds your entitlement under the Working Time Regulations 1998.
- c Except where you are on 'garden leave' (see clause 14), when your employment ends you will be entitled to a payment to reflect any holiday entitlement you have not taken. If you have taken more holidays than you have built up in that holiday year, an amount to reflect the entitlement you had not yet built up will be taken from your final salary. For the purpose of working out the amount we will pay or take, the value of one day's holiday pay which is 1/260th of your full-time equivalent salary.
- d Additional holiday entitlement that accrued under any former terms and conditions will be retained but frozen as at your entitlement on 31<sup>st</sup> October 2020. For the avoidance of doubt no additional holiday entitlement will accrue.
- e For the period of 18 months from 1<sup>st</sup> November 2020 you should refrain from all discretionary international travel when government restrictions are in place. Staff who undertake discretionary international travel, may by law, be required to self-isolate for a period, and so will be delayed in returning to work. Such period of annual leave and self isolation will be taken into account when booking and approving annual leave. Self isolation absence from work post annual leave, resulting from your taking discretionary international travel and government guidance will be unpaid leave unless you elect to take this period as part of your remaining annual leave entitlement. Your rights to any statutory pay such as SSP, as a result of such absence will be unaffected.

## **8 Pension**

- a You can join our company pension scheme, as long as you meet the terms of that scheme in force at the time you wish to join. You can get the terms of the scheme from the HR department.
- b The company pension is not contracted out of the State Second Pension (sometimes called the Additional State Pension).

So you will not pay reduced National Insurance contributions or get a rebate of the National Insurance contributions you have paid, and you will keep your full entitlement to the State Second Pension (if any).

## **9 Sick pay**

- a If you will be off work due to illness or injury, on the first day of your absence you must let us know at least two hours before you are due to start work. You should report absence by calling the Absence Hotline.
- b For any absence of up to and including seven working days you must fill in a self-certification form when you return to work. However, we still have the right to ask you for a doctor's certificate for that period of absence.
- c If you are off work (or going to be off work) for more than seven working days, on or before the eighth working day you must provide a doctor's certificate stating the reason for your absence. You must continue to provide doctor's certificates from time to time to cover any continuing period of absence.
- d If you do not keep to any rules relating to absence from work which apply at the time, you may not receive any sick pay.
- e You will receive any statutory sick pay you are entitled to under state benefit rules at the time. If you are entitled to any other state benefit as a result of your illness or injury, this will be taken off your sick pay (whether or not you claim that benefit).
- f If you have any symptoms of any contagious illness inclusive of coronavirus you must notify your line manager before attending your place of work. You agree that from time to time you may have to be examined by a medical adviser of our choice (including undergoing testing for coronavirus or other contagion) and if applicable at our expense, and agree that you and the medical adviser will share the results of the examination/testing with us. Any medical examination may include testing for drugs. You will also consent to temperature testing as and when required.
- g If any illness or injury which results in you being off work was caused, or appears to be caused, by a person or organisation you could claim damages from, you must tell us this and give us full details of any right to claim, or any money you receive, or are entitled to receive, in connection with that claim. If you recover any lost earnings, you must, if we ask, refund any payments (up to the lost earnings you have recovered) we made to you during your absence.

## **10 Confidentiality**

Confidential information means any information or trade secrets relating to us or any member of the group or our business or any of our business affairs, which you gained while working for us.

- a You must not, at any time before, during or after your employment with us, use or reveal any confidential information, except:
  - i. in the proper course of your duties under this contract;
  - ii. as specifically authorised by us in writing; or
  - iii. as ordered by a court of competent jurisdiction.
- b You must also do everything possible to prevent any person from using or revealing any confidential information.
- c When your employment ends you must return all property and confidential information belonging to us or any member of the group, whether in hard copy or electronic form or otherwise, which you have. You must not keep any such property or copies (unless we agree that you can destroy the property yourself).
- d The restrictions contained in this clause do not apply to any confidential information which is made public other than as a result of this clause being breached.
- e You must keep all confidential information confidential and in particular but without limitation, you must not, save as expressly permitted or required otherwise:
  - i. Disclose, trade, give away, barter, lend, sell or transfer any confidential Information to any person or party without prior authorisation
  - ii. Make copies of any confidential Information of any type whatsoever except for those which are absolutely required for the completion
- f Our policies regarding email, internet use and social media contain various confidentiality and usage provisions. The policy can be found in the host handbook. You agree to abide by these at all times and not bring disrepute to us or any member of the group.
- g The restrictions in this clause do not prevent you from making a protected disclosure (or 'blowing the whistle') in accordance with the Employment Rights Act 1996.

## **11 Outside activities during the course of your employment**

- a During your employment, unless we agree otherwise in writing, you must not be directly or indirectly involved in, concerned with or have an interest in any other business (in any capacity) which is carried on in the UK and which is in direct competition with us or any other member of the group.
- b Nothing in this clause prevents you from holding shares provided you do not hold more than 5% of any one class of shares or securities in a single company.

## **12 Compliance with relevant regulation and liabilities**

- a During the course of the employment, if you come into contact with food or beverage you agree to comply with all Food Hygiene Regulations, Weights & Measures Act and Personal Hygiene Standards rules which appears in our Host Handbook.
- b You accept full responsibility for any monies or stock allocated to you whilst on duty, including all cash floats issued, guest monies/cheques and all hotel banking and any company or guest property that you are deemed responsible for during your shift.
- c In the event of finding any lost property, be it guest or company, the Hotel Lost Property procedure must be adhered to. You may be held liable for any consequential loss if you do not follow the appropriate procedure.
- d In order to safeguard our property and that belonging to our staff and guests we reserve the right to conduct searches on our premises, including searching personal property that you bring onto our premises such as bags and coats.
- e Comply with government guidance regarding health and safety and applicable social distancing rules in place from time to time.

### **13 Intellectual property**

Intellectual property means a trademark, service mark, business name, copyright, design right, patent, know-how, trade secret, rights in or to confidential information, and any other right which:

- o relates to or is useful in connection with our business, or any of our group member's products or services; and
  - o you invent, develop, create or gain (whether alone or jointly with any other person) during the term of your employment.
- a You agree to promptly give us full details of any intellectual property and you must not use or reveal any intellectual property without our permission in writing.
  - b Except where the Patents Act 1977 applies, you acknowledge that any rights in the intellectual property which exist (or which may in the future exist) belongs to us and that all intellectual property shall automatically be owned by us from the time of its creation, and we will not pay you for it.
  - c If any intellectual property does not automatically belong to us, you hold it on trust for us. If we ask you to, you must legally transfer to us (or someone we nominate), at our expense, all rights to that intellectual property.
  - d For the purposes of this clause, you authorise us (using an irrevocable power of attorney) to sign or execute any documents or deeds needed to transfer intellectual property to us.
  - e You irrevocably agree to give up any moral rights referred to in Chapter IV of Part I of the Copyright, Designs and Patents Act 1988, and any similar rights under the laws of other countries and states, in or to any intellectual property. You agree not to support or permit any claim about such moral rights.

### **14 Ending your employment**

- a You or we may end your employment by giving the other notice, in writing, as follows.
  - o after successful completion of your probationary period, either you or us must give 4 weeks' notice during your first two years of employment. After that, you or we must give one additional week's notice for every complete year you have worked for us, up to a maximum of 12 weeks' notice.
- b We have the right to immediately end your employment without giving you notice or any payment instead of notice, by telling you in writing, if you:
  - o cannot properly perform your duties under this contract for a total of 120 working days in any 12-month period;
  - o break any term of this contract, or fail or refuse to carry out your duties, unless this is because of ill health or injury;
  - o become bankrupt or take advantage of any law which provides relief for insolvent debtors;

- are guilty of any dishonesty, gross or persistent misconduct;
  - no longer have the right to work in the UK;
  - are convicted of a criminal offence (other than a motoring offence that you could not be sent to prison for), unless we consider that the offence does not affect your position.
- c We may suspend you on full pay at any time, for any period we reasonably consider necessary, to investigate any of the matters referred to in clause 13b above.
- d Ending your employment or suspending you will not affect any rights we may have against you.
- e At any time on or after either you or we have given the other notice to end your employment, we may lawfully end your employment immediately by paying you an amount equal to the basic salary you would receive during the rest of your notice period, less income tax and National Insurance contributions.

## 15 Garden leave

- a At any time after either you or we have given the other notice to end your employment, we can stop you from going to your place of work and carrying out any work for us for the remaining notice period. This is known as 'garden leave'.
- b If we exercise our right under this clause :
- you remain our employee and you must not work for any other person, firm or company during the period of garden leave;
  - during the period of garden leave, you must make sure that we can contact you at all times in normal working hours;
  - you may be required during any period of garden leave to refrain from contacting or dealing with any of our employees, clients, customers, suppliers or anyone else we may specify;
  - you will be considered to have used up your remaining holiday entitlement during the period of garden leave; and
  - the periods of the restrictions in clauses 15 a and b will be reduced by the period of garden leave.
- c Whether or not we exercise our rights under this clause, we do not have to provide work for you during your notice period.
- d You will be entitled to your usual pay and benefits during any period of garden leave.

## 16 Restrictions after your employment ends

During the course of your employment with us (under this or any other contract), you will gain knowledge of our (and other group members') trade connections and secrets, and other confidential information, and so you agree to the following restrictions.

- a Within the six months after your employment ends, you must not directly or indirectly solicit or canvass, for yourself or any other person, firm or company in competition with us, the custom or business of anyone who:
- was a customer or client of ours within the 12 months before your employment ended; and
  - you had contact with, through the course of your work, during that time.
- b Within the six months after your employment ends, you must not directly or indirectly for yourself or any other person, firm or company, employ or engage or otherwise facilitate the employment or engagement of, or offer to employ or engage anyone who:
- was a senior employee of ours, or a consultant working with us or another member of the group, at the date your employment ended; and
  - you had regular dealings with, through the course of your work, during the 12 months immediately before your employment ended.
  - to leave us or any other member of the group.

- c Clauses 15 a and b above can be enforced independently of each other. If it is found that we cannot legally enforce any of the restrictions, this would not prevent us from enforcing the other restrictions. If any restriction could only be enforced if part of it were deleted, or the period of the restriction were reduced, the restriction will apply as if the necessary change had been made.
- d You accept that the provisions of this clause 15 (which you have had the opportunity to take independent advice on) are no more extensive than is reasonable to protect our legitimate interests and the interests of the group.
- e Nothing in this clause prevents or restricts you from holding shares or securities listed on a recognised stock exchange provided you do not hold more than 5% of any one class of shares in any one company.
- f The periods for which the restrictions in clause 15 a and b apply shall be reduced by any period that you spend on garden leave immediately before your employment ends.

## **17 Provisions connected with your employment ending**

- a When your employment ends, you (or someone representing you) must return all keys, security passes, credit cards and any other property (including contact lists in hard copy and electronic format and all documents and copies of them) belonging to or relating to us or any member of the group.
- b When your employment ends you must irretrievably delete any electronic contact lists containing details of our, or any other member of our group's, clients or suppliers (which at all times are considered to be our property) including where the lists are held on an external system including all personal social media accounts, for example LinkedIn, and you must provide evidence to us of having done so.

## **18 Discipline and grievances**

- a Our disciplinary and grievance procedures are set out in the Company Handbook but do not form part of your contract of employment and are not legally binding.
- b If you have any grievance, you should refer this to your immediate line manager.
- c If you are not satisfied with the outcome of any disciplinary action taken against you, you should appeal in writing to the Human Resources Department.

## **19 Data protection**

We will keep personal data about you for purposes relating to your employment. That information may be recorded on paper or stored electronically. You agree that we can:

- process your personal data (including sensitive personal data), including but not limited to information on your health and your racial or ethnic background; and
- transfer your personal data (including sensitive personal data) outside the European Economic Area; for a purpose connected with your employment.

## **20 Giving notice**

- a Any notice that needs to be given under this contract must be given in writing and may be delivered personally or sent by email or by registered post:
  - If you are giving us notice, you must deliver or post the notice to our registered office at the time or use your immediate line manager's work email address.
  - If we are giving you notice, we will deliver or post it to the last known home address we have for you or use your work email address or the last personal email address we have for you.
- b Any notice will be considered to have been served at the time it is delivered personally; 48 hours after it was sent by registered post; or when an email has been received.



## 21 Lay-off and short-time working

- a If there is a reduced need for employees to perform work of a particular kind on a temporary or permanent basis derived from a sustained negative impact on our business outside of our control, or any other occurrence which affects normal working outside of our control, we shall be entitled to lay you off or impose short-time working for such period as we shall decide.
- b While you are laid off you shall not be required to work and shall have no right to remuneration subject to clause e below.
- c While you are on short-time working your working hours may be reduced as we see fit and your remuneration shall be correspondingly reduced subject to clause e below.
- d We shall give you as much notice as is reasonably practicable (not less than 7 days) of lay-off or short-time working. Thereafter we shall give you as much notice as is reasonably practicable of any further change to your hours including a return to normal working hours.
- e During any period of lay-off or short-time working we shall pay Statutory Guarantee Pay in accordance with legislation in force from time to time.

## 22 Miscellaneous

- a This contract replaces all previous employment contracts between you and us, all of which will be considered to have been ended by both you and us from the date your employment starts, as specified in clause 1b above.
- b No collective agreements apply to your employment. This means that we have not entered into a written contract with a trade union representing employees in connection with your pay, benefits and working conditions.
- c You agree that if you are offered a promotion, it may be on the condition that you enter into a new contract of employment with us and will be subject to a probationary period as stated at clause 1.1 b above. That contract of employment would replace this contract.
- d You guarantee and warrant to us that no other agreement, contract (whether of employment or otherwise) or understanding you have entered into restricts or prevents you from performing any of your duties under this contract.
- e This contract will be governed by and construed in accordance with English law and the courts of England and Wales have exclusive jurisdiction.
- f This contract is the entire agreement between you and us about your employment.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Signature: 

Executed as a deed by the:

(For and on behalf of Company)

Name: Caroline Marais

Employee:

Position **Group Director of Human Resources**

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