



CONTRACT OF EMPLOYMENT

This Statement sets out the terms and conditions on which **BKUK Group Ltd. (the "Company")** employs you.

Employee Name: Rahul Chahel
Address: Aberdeen, United Kingdom

Your employment will begin on Dec 04, 2021 and your continuous period of employment began on Dec 04, 2021 . Unless otherwise stated, no other previous employment counts towards continuous service.

1. JOB TITLE, RESPONSIBILITIES AND DUTIES

You are employed as a Crew Member.

Due to the evolving nature and changing demands of the business, job descriptions are provided for guidance. The Company reserves the right at any time during your employment to require you to undertake any additional or alternative duties which fall within your capabilities. You must:

- a. report to the manager you are assigned;
- b. carry out such duties as shall from time to time be assigned to you by the Company;
- c. spend the whole of your time and attention on the performance of your duties during your agreed working hours;
- d. not, without the Company's prior written consent, be in any way directly or indirectly engaged or concerned with any other business or employment whether during or outside your hours of work for the Company (although in the case of activities outside your normal hours of work for the Company this restriction applies to businesses or employments connected with similar to or competitive with the Company's business); and
- e. not have an undeclared personal involvement with any suppliers, contractors or customers.

Any person found to be in breach of these requirements may be subject to disciplinary action which may result in dismissal.

You are required at all times to comply with the Team Handbook and the Company's rules, policies and procedures, as these are amended from time to time, copies of which are available from your line manager.

2. PLACE OF WORK

Your usual place of work shall be Burger King - Aberdeen, Wellington Road (Aberdeen AB12 3JG, UK) . You may be required to work at other venues within a reasonable commute or establishments associated with the Company, or at such other places in the United Kingdom as the Company may from time to time specify for the performance of your duties.

3. HOURS OF WORK

Your actual hours to be worked each week will be as necessitated by the needs of the business and will be notified to you by a member of restaurant management. In some weeks you may not be required to work any hours. Payment will only be made for actual hours worked and therefore no payment will be made for weeks where you are not required to work.

4. WORKING TIME

In the event that you are going to be working on average in excess of forty eight hours per week in any seventeen week period, you will need to either review the situation, so you work on average a maximum of forty eight hours over any seventeen week period, or bring the situation to the Company's attention, who will consult with you and reserve the right to reduce your hours to below this legal limit. Alternatively, you may wish to sign an opt-out form the 48 hour working week. This is a purely voluntary arrangement, and at any time after entering such an Agreement, you can change your mind, giving three months' notice to your line manager. You are required to comply with the Company's procedures for recording working time.

5. PROBATIONARY PERIOD

Your probationary period is three months. Your probationary period is subject to both your work performance and conduct being of the required standard. The Company may in its sole discretion and by written notification to you extend your probationary period or terminate your employment if your performance or conduct does not in the reasonable opinion of the Company reach the required standard.

6. REMUNERATION

You will be paid a rate of £8.91 per hour and shall be paid in arrears, net of tax and national insurance deductions. You will be paid on a fortnightly basis by Credit Transfer to your nominated bank account. You shall only be paid for the hours that you work.

Reasonable expenses properly incurred in performing your role will be reimbursed in accordance with the Company Expenses Policy. Reimbursement of expenses will only be made on production of valid receipts for such expenses acceptable to the Company.

You must not without the prior written authorisation of the Board or in breach of any applicable legislation directly or indirectly seek, receive or obtain, in respect of the performance of your duties or of any goods or services sold or purchased or other business transacted (whether or not by you) by or on behalf of the Company or any group company, any personal benefits, discount, rebate, commission, bribe, kickback or other inducement ("Inducement") (whether in cash or in kind). In the event that you or any person on your behalf directly or indirectly receives any such Inducement, you must immediately account to the Company for the amount so received.

7. DEDUCTIONS FROM WAGES

You consent to the deduction from any sum otherwise payable to you by reason of your employment (or its termination) the value of any claim or whatever nature and in whatever capacity that the Company may have against you including but not limited to:

- a. any damages, expenses or other monies reasonably payable by us to a third party for your act or omission;
- b. overpayment of wages, expenses or other payments made in error or through misrepresented claims made by you, together with any other sums owed to the Company including but not limited to outstanding loans, wage advances or relocation expenses;
- c. a sum in respect of accrued holiday entitlement already paid exceeding your accrued entitlement on date of termination;
- d. reasonable cost to replace Company property or equipment or documents, entrusted to you during employment, including the failure to return property on the termination of your employment;
- e. attachment or earnings orders and any other statutory deductions orders issued to us;
- f. any contributions that the Company may deduct in accordance with the automatic enrolment requirements of the Pensions Act 2008, when they apply to the Company and, to the extent it is not already covered, any amounts payable by you as member contributions to such pension scheme or arrangement as the Company has in place in respect of you from time to time.
- g. If found guilty of gross misconduct, the company reserves the right to deduct a sum equivalent to wages paid during any period of suspension. This shall be a lawful deduction of wages.

Deductions may continue to be taken from subsequent payments until a shortage/discrepancy is fully discharged.

8. ANNUAL HOLIDAYS

The Company's holiday year begins on 1st April and ends on 31st March each year. You are entitled to 28 days paid holiday per year including all statutory public and bank holidays. For employees working less than 5 days a week (part time) your holiday entitlement will be calculated on a pro rata basis for the number of days you are contracted to work by reference to a full-time entitlement. Hourly paid employees' holidays are calculated based on 12.07% of the hours they worked over the 52 week period prior to their holiday. The total accrual is capped at 28 days entitlement for a full holiday year. For part-years of service your entitlement will be calculated at 1/52 of the annual entitlement for each completed week of service in that year.

One of the bank holidays is automatically allocated to December 25th as restaurants will be closed. It is a condition of employment that you work on all other Public and Bank Holidays when required to do so. There is no entitlement to paid leave in respect of any additional public holidays that may be introduced from time to time.

Any unused holiday allowances in any one holiday year cannot be carried forward to the next holiday year.

On the termination of your employment, other than where the Company has dismissed or is entitled to dismiss you for gross misconduct or where you have resigned without giving the required notice to the Company, you will be paid in respect of accrued but untaken holiday entitlement on a pro rata basis. If on termination of employment you have taken in excess of your holiday entitlement, you will be required to refund to the Company a sum representing such unearned holiday, which shall be deducted from your final pay.

Any paid holiday (including paid public holidays or days in lieu thereof) shall be deemed first to have been taken in satisfaction of your statutory entitlement under the Working Time Regulations 1998. The conditions relating to requesting and taking of annual holidays are detailed in the Holiday and Other Leave Policy.

9. SICKNESS PAY AND CONDITIONS

Subject to compliance with the statutory obligations and Company's notification and certification requirements, if you are absent on account of illness or injury you may be entitled to Statutory Sick Pay ("SSP") only. SSP will only be paid to qualifying employees.

You must advise your Manager at the earliest possible opportunity but no later than three hours prior to the normal commencement time of your shift, or as soon as is reasonably practicable, if you are going to be absent from work. Unless in the case of an emergency (for example you are hospitalised) you must make contact personally and attempt to speak with that person, not simply leave a message or send a text message.

During your absence from work, you must be contactable by the Company unless hospitalised etc. and must also inform the Company as soon as possible of any change in the date of your anticipated return to work. You agree to consent to medical examinations (at the Company's expense) by a medical practitioner nominated by the Company at any time during your employment should the Company so require.

Please refer to the Company Sickness and Absence Policy for further details and for the rules relating to the reporting and management of sickness absence.

10. OTHER PAID LEAVE

Where applicable, you are eligible for other paid leave, including maternity leave, adoption leave, paternity leave, parental leave, shared parental leave and bereavement leave, in accordance with our current policies, as amended from time to time, subject to your complying with the relevant statutory and other conditions and requirements in order to be entitled to the leave and pay. Copies of our policies are available from your line manager.

11. LAY OFF AND SHORT-TIME WORKING

The Company reserves the right to lay you off, or put you on short time working where the needs of the Company's business make this necessary, for example because there is a temporary cessation of or reduction in work or a temporary closure of the workplace.

In the event that you are laid off or put on short time working, your entitlement to pay on a workless day in that period of lay-off or short time working will cease and instead, if you qualify, you will be paid guarantee payments at the prevailing statutory rate during that period in accordance with statutory requirements.

12. BENEFITS

Subject to the terms of any scheme from time to time, including without limitation any age limit you shall be eligible to receive Company benefits. These benefits are not contractual entitlements, and the Company reserves the right to, at any time and from time to time, replace, terminate (without replacement) and/or in any way amend any scheme that may be provided with respect to you.

For details of any benefits you may be entitled to, please contact your line manager.

13. TRAINING

We offer paid in-house training via BK link for all employees, which includes any compulsory training that you would be required to carry out. Your manager will discuss any additional job specific training requirements, subject to certain eligibility and other conditions.

14. PENSION

If eligible, following your three-month probationary period, the Company will auto-enrol you into its pension scheme, 'The People's Pension', in accordance with its auto-enrolment obligations. Full details of the scheme will be given to you when you are enrolled, including how to opt out if you do not want to be a member of the scheme and the minimum level of contributions that you will be required to make. You agree that if you are enrolled in the pension scheme you will make at least these minimum contributions required, when added to any Company contribution, to make up the total contribution required. The Company reserves the right to, at any time and from time to time, replace, terminate (without replacement) or in any way amend any pension arrangements that may be provided.

15. NOTICE PERIOD

Your employment is not for a fixed term, either you or the Company may terminate your employment at any time by giving to the other party not less than the following written notice of termination of employment:

Employer to employee

- a. One weeks notice for each completed years service up to 12 years

Employee to employer

- b. One weeks notice for each completed years service up to 12 years

The Company reserves the right to terminate your employment with immediate effect and to make a payment representing your average weekly earnings in lieu of notice which for the avoidance of doubt does not include any contractual or other benefits to which you would have otherwise have been entitled to receive or accrue during the notice period.

In the event that you fail to work your full contractual notice period without prior agreement from the Company, you agree that the Company reserves the right to deduct a sum equal in value to the salary payable for any part of the notice period not worked and any additional costs incurred by the Company through your failure to comply with your contractual obligations. Any such deductions shall be made from any sum otherwise payable to you.

The Company may dismiss you summarily by written notice, without any payment in lieu of notice or otherwise in the event of any serious breach, by you whether by act or omission, of the terms of your employment.

16. STOCK / COMPANY PROPERTY

All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company. The Company's property must only be used for the purpose intended and must not be removed from the premises without prior approval.

You have a duty to report any damage to or loss of cash, stock, fixtures and fittings or property (including IT and Telephone equipment and vehicles). If, following investigation, it is found that as a result of your carelessness, negligence or failure to comply with the Company's policies and procedures or through a wilful act, which resulted in a loss or damage to Company cash or property, this may result in disciplinary action. Additionally, you may be liable to pay the full or part cost of any loss, repair or replacement. In the event of claims through our insurers we reserve the right to require you to pay any insurance excess that may accrue.

On the termination of your employment or at our request at any time, you must immediately return in good condition such property and any original or copy documents that are in your possession or under your control. We may recover the cost of replacing equipment and/or property which you fail to maintain in good condition or do not return prior to leaving our employment by deductions from final pay or civil recovery.

17. CONFLICT OF INTERESTS

For the duration of your employment you must not undertake, without the prior permission from an Exec team member (please contact the People & Culture team if you need the details of who they are), any other employment or engage in any outside activity, paid or unpaid which may interfere with the effective discharge of your duties or adversely impact the Company in any way. If permission is given, you must provide us with details of additional hours to be worked to ensure compliance with Working Time Regulations and immigration rules and regulations. We reserve the right to withdraw consent at our absolute discretion.

If you think you have a conflict of interest, you must inform your manager immediately. Any person found to be in breach of these requirements may be subject to disciplinary action which may result in dismissal

18. CONFIDENTIALITY

You acknowledge that during the period of employment (and possibly also prior to its commencement) you will have access to and be entrusted with information in respect of the technology, business and financing of the Company and that of its clients, customers, suppliers, agents and business associates and likewise in relation to group companies that amounts to a trade secret, is confidential or is commercially sensitive ("**Confidential Information**"). Confidential Information includes by way of example only:

- a. know-how, designs, drawings, diagrams or specifications relating to the Company's systems, products or services or those of any group company;
- b. details of current activities and current and future business strategies and tactics including (without limitation) those relating to services, management, advertising, sales and marketing;
- c. the research and development of new systems, products or services;
- d. external contractors and suppliers and their services, designs, production and delivery capabilities;
- e. clients and details of their particular requirements and businesses;
- f. costings, profit margins, discounts, rebates, pricing, payment and credit policies and other financial information and procedures and systems for the foregoing whether of the Company or of any client, customer, supplier, agent or business associate of the Company or any Group company.

You shall keep secret and shall not use or disclose to any person any of the Confidential Information other than for the proper performance of your duties or as directed by the Company. The restrictions contained in this clause shall also apply after termination of your employment for whatever reason.

The restrictions contained in this clause shall not apply to any Confidential Information to the extent that you:

- can demonstrate (i) was known to you prior to the commencement of your employment by the Company, or (ii) is in the public domain, other than as a result of a breach of this clause or an analogous provision by any person, including other employees of the Company;
- are required to disclose by any court or regulatory body of competent jurisdiction; or
- are otherwise prevented from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

Nothing in this contract shall prevent you following termination of your employment from using information which becomes part of your professional skill and knowledge and which does not include any Confidential Information of the Company or any group company.

19. RESTRICTIONS

During the period of employment, you will be exposed to confidential information and will acquire other proprietary knowledge relating to the Company's and group companies' current and planned operations. In order to protect the Company's Confidential Information and Company's legitimate business interests, you agree that you will not during the period of your employment with the Company and for a period of six months after the termination of your employment, either directly or indirectly through any other person, firm or other organisation:

- a. solicit, entice or induce any person, firm or other organisation which at any time was a supplier of the Company (and with whom you were actively involved with in the six months prior to your employment with the Company ending) to reduce the level of business between the supplier and the Company or group company; and
- b. employ or engage or otherwise solicit, entice or induce any person who was an employee of the Company or a group company who was a salaried employee (and with whom you had material dealings in the six months prior to your employment with the Company ending) to become employed or engaged by you or any other person, firm or other organisation.

The restrictions contained in this clause will not apply if you have received the prior written consent of the Company.

The restrictions in this clause are separate and severable restrictions are considered by the parties to be reasonable in all the circumstances. It is agreed that if any such restrictions by themselves, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company but would be adjudged reasonable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and effective.

20. DISCIPLINARY, APPEAL & GRIEVANCE PROCEDURES

The disciplinary, appeal and grievance procedures that apply to your employment are detailed in the Company Capability, Disciplinary and Grievance policies. The provisions of the Company's Policy does not form part of your terms and conditions of employment. No breach by the Company shall entitle you to treat your employment as terminated with immediate effect.

The Company may, in its absolute discretion, suspend you from work, for so long as it deems necessary to carry out a proper investigation and to hold any appropriate disciplinary and/or appeal hearings, in order to investigate any claim or allegation which the Company considers could constitute serious misconduct, or where relationships have broken down, where the Company has any grounds to consider that the Company's property or responsibilities to other parties are at risk, and/or where the Company considers that your continued presence at the Company's premises could hinder an investigation.

If, at any time during the Employment, the Company has grounds to believe that you may not be fit to properly carry out your duties under this Agreement, it may suspend you with pay pending further investigation. During any such suspension you will be paid at the rate of pay to which you would be entitled if you were not subject to the suspension. Any such suspension is without prejudice to the Company's right to subsequently end your employment on the same or any other ground and will last no longer than is necessary to carry out any inquiry or investigation into the circumstances and to hold any appropriate disciplinary hearings.

21. RIGHT TO WORK

You warrant that you have the unrestricted right to work in the United Kingdom without any additional immigration approvals and that you have provided the Company with all necessary assistance to enable the Company to comply with its duties under the Immigration Asylum and Nationality Act 2006 and the Immigration Act 2016 as applicable. You undertake to notify the Company immediately if any such right ceases, or is reasonably expected to cease during your employment and to immediately provide the Company with written details of changes to your personal circumstances that might affect your immigration permission. In order for the Company to comply with its duties to prevent illegal working, if you are a sponsored migrant under the Points Based System, you are required to notify the Company in writing within five working days of any change in the Employee's personal contact details (home address, home telephone number and mobile telephone number).

You undertake to provide on request your original passport or other satisfactory documentary evidence of your right to work in the UK. You acknowledge that your continuing employment with the Company is conditional on compliance with this obligation and the duties in this clause, and that failure to comply to the Company's satisfaction may result in disciplinary action under the Company's Disciplinary Procedure.

The Company shall be entitled to terminate the employment summarily (but without prejudice to the rights and remedies of the Company for any breach of this agreement and to your continuing obligations under this agreement) if the warranty by you in this clause is found to be misleading or incorrect.

22. DATA PROTECTION

The Company hereby notifies you that the Company or any other group company may collect, hold, process or transfer personal and sensitive personal data relating to you as set out in, and for the purposes set out in, the privacy notice provided separately to you and the Company's data privacy policy.

The Company further notifies you that it may, from time to time, monitor your use of the internet and of email communications received, created, stored, sent or forwarded by you on systems and equipment provided by the Company to you for the performance of their duties, as set out in, and for the purposes set out in, the Privacy Notice provided separately to you, and the Company's IT and Social Media Policy and Data Protection Policy and website.

In limited cases where your consent is appropriate to and sought for specific processing, a separate consent notice will apply. Please note that the privacy notice, privacy policy and any separate consent notices where relevant or required do not form part of your contract of employment.

23. COMPUTERS, TELEPHONES AND INTERNET

You should be aware that the Company may monitor, intercept or record all communications received or made via the Company's telephone system or any other system including e-mail and Internet usage. By signing this Contract, you consent to such monitoring and surveillance by or on behalf of the Company. Full guidance of what is acceptable is available from your Manager and or the Team Handbook, however please note the following:

- Accessing social networking sites, such as Facebook, is not permitted during working hours;
- Downloading, accessing, viewing or forwarding material of a pornographic, discriminatory, racist or otherwise offensive material at any time constitutes gross misconduct subject to summary dismissal;
- Further details of the Company computer and internet policy is in the Employee Handbook;
- Personal mobile phones should be switched off when working.

24. RIGHT OF SEARCH

The Company reserves the right to search you while you are at your place of work or at any alternative Company site. This includes the right to search your bags, clothing, desk and vehicle (whether personal or Company). Any refusal may be subject to disciplinary action in accordance with the Company's Disciplinary Policy.

25. HEALTH AND SAFETY AT WORK

You are bound to comply with the duties imposed by the Health and Safety at Work Act 1974 or any substitution thereof or amendment or alteration thereto ("**the Act**") and the Health and Safety Regulations made or to be made under the Act and in particular with the duties set out under section 7 of the Act which require an employee to:

- a. take reasonable care for the health and safety of themselves and of others who may be affected by their acts or omissions at work; or
- b. as regards any duty imposed on the Company or any other person, co-operate with the Company so far as is necessary to enable that duty to be performed or complied with.

26. ENTIRE AGREEMENT

This agreement sets out the entire agreement and understanding between the Company and you (or any group company) and supersedes all prior agreements, understandings or arrangements whether oral or written or implied in connection with the employment save only for any terms implied by law. You acknowledge and warrant that you are not entering into this agreement in reliance on any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this agreement (unless such representation, warranty or undertaking was made fraudulently).

27. VARIATION TO TERMS

We reserve the right to make any reasonable changes to the terms and conditions of your employment from time to time. You will be given not less than 14 days written notice of any changes that may be given by way of an individual notice or general notice to all employees. Such changes will be deemed to have been accepted unless you notify the manager in writing of any objection before the expiry of the notice period.

28. JURISDICTION

This agreement shall be governed by and construed in accordance with the Law of England and Wales and each party to this agreement submits to the exclusive jurisdiction of the Courts of England and Wales and where applicable Scotland.

Declaration

I hereby confirm that I have received, read, understood and accept the above Contract of Employment. I undertake to observe the terms and conditions of employment contained therein. I accept that the relevant contractual sections of the Team Handbook and Company Policies & Procedures also form part of my contract of employment.

(Employee)

For and on behalf of BKUK Group Limited