# DRAFT EMPLOYMENT CONTRACT

#### Between:

1. UNIVERSAL PACKAGING LTD T/A FAVORITE CHICKEN – Newport Pagnell officially registered with

Companies House in the United Kingdom under The Companies Act 2006, bearing Company Registration Number: **12851512** whose registered office is at 20 Walting Street, Shenley Chruch End, Milton Keynes, MK5 6AL and trading address is at **6 The Green Marsh End Road, Newport Pagnell, Buckinghamshire, MK16 0JW** (the **Employer**); and

Naveen Neerudu employed at UNIVERSAL PACKAGING LTD T/A FAVORITE CHICKEN - Newport Pagnell.

This document sets out your terms and conditions of employment and contains the written particulars of your employment as required under Employment Rights (Northern Ireland) Order 1996 (Employment Rights Act (ERA) 1996).

### **Getting Started**

- 1. Your employer is **UNIVERSAL PACKAGING LTD T/A FAVORITE CHICKEN Newport Pagnell**. We agree to employ you in the capacity of **Chef** from 01/07/2023. Subject to the Probationary Period and subject to termination as provided in this Agreement, the Employee's position is a temporary position and will end on the 30th of September 2023.
- 2. Your normal workplace is 6 The Green Marsh End Road, Newport Pagnell, Buckinghamshire, MK16 0JW.
- 3. All the terms of your employment are in this contract. If there is any inconsistency between this contract and any offer letter we sent you then this contract will prevail.
- 4. Your job duties are:
  - Requisitions and examines foodstuffs from suppliers to ensure quality. Plans menu, prepares, seasons and cooks' foodstuffs and oversees their preparation and monitors the quality of finished dishes. Ensures relevant hygiene, health and safety standards are maintained within the kitchen. Plans and co-ordinates kitchen work such as fetching, clearing and cleaning of equipment and utensils. Supervises, organises kitchen and manages the whole kitchen or an area of the kitchen.
- 5. You must be allowed to work in the UK to be employed by us and must tell us immediately if this is not the case. We can end your employment without notice or compensation if you lose or lack permission to work in the UK.

# **Probationary Period**

- 6. The first 3 months of your employment will be a probationary period (the **Probationary Period**).
- 7. We may at our discretion extend the Probationary Period by a further period of time to be decided in our discretion. If so, you will receive written confirmation of the extension. Reference to the Probationary Period in this contract includes any extension of it.

- 8. When you have completed your Probationary Period to our satisfaction, we will confirm your continued employment in writing.
- 9. During the Probationary Period, either we or you may end your employment by giving legal minimum written notice. At any time during the Probationary Period, as and where permitted by law, the Employer will have the right to terminate employment without any notice or compensation to the Employee other than wages owed for hours of work already completed.

### **Pay and Expenses**

- 10. Remuneration paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Remuneration") will include a salary of £ 10982/- per year.
- 11. This Remuneration will be payable once per month while this Agreement is in force. The Employer is entitled to deduct from the Employee's Remuneration, or from any other remuneration in whatever form, any applicable deductions and remittances as required by law.
- 12. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

#### **Hours of Work**

13. Your normal working days would be between these timing as per Rotta given at the start of every Week –

Monday to Sunday: 11:00 to 23:00 14.

#### Contracted hours are 20 Hours per week.

### **Holiday**

- 15. The holiday year will commence on the 1st day of January and run for one year (the "Holiday Year").
- 16. During each Holiday Year, the Employee is entitled to statutoryMinimum of paid annual leave, such entitlement accruing on a pro rata basis, with Bank and Public Holidays to be included in the calculation of the Employee's statutoryMinimum of paid annual leave.
- 17. The times and dates for any holidays will be determined by mutual agreement between the Employer and the Employee.
- 18. Upon termination of employment, the Employer will pay compensation to the Employee for any accrued but unused holiday days.

#### Sickness

- 19. If the Employee is unable to perform the Employee's duties as a result of illness or injury, the Employee will inform the Employer of the reason for the Employee's absence no later than 8 am on the day of the absence or as soon as is reasonably possible. If the absence extends beyond seven consecutive days, including nonworking days, the Employee will obtain and provide the Employer with a certificate or note from the Employee's doctor corroborating such illness or injury.
- 20. During such absence the Employer will not pay the Employee any amount beyond the minimum statutory sick pay specified in the Social Security Contributions and Benefits Act 1992 and any successor legislation. For the purposes of SSP, the agreed qualifying days are your normal days of work as specified in this Agreement.

#### **Pension and Other Benefits**

- 21. The Employee will be automatically enrolled in the following pension scheme: NEST
- 22. Details will be provided to you as required by the law, including your right to opt out if you do not wish to be a member of the Scheme. You may also be required to contribute to the Scheme and you agree to such contributions being deducted from your qualifying earnings, where required. We will notify you of contributions you are required to make from time to time. The Scheme is subject to its rules as may be amended from time to time, and we may replace the Scheme with another pension scheme at any time.

#### **Data Protection**

- 23. We will process personal data and sensitive personal data ('special categories of personal data') about you in accordance with our Data Protection Policy and Data Protection Privacy Notice, available in the Staff Handbook.
- 24. 'Personal data' includes references, personal records, emails containing personal details, addresses and details of contractual benefits.
- 25. 'Sensitive personal data' includes information about:
  - a. your health, to monitor sick leave and take decisions about your fitness for work; and
  - b. your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation.
- 26. You will comply with your obligations under our Data Protection Policy and other relevant policies.
- 27. We will process your data in accordance with our Data Protection Privacy Notice, specifically to:
  - a. meet our obligations under your employment contract; and
  - b. ensure that we are complying with our legal obligations.

In other cases, we have a legitimate interest in processing your data before, during and after the end of the employment relationship.

#### Termination

- 28. Where there is just cause for termination, the Employer may terminate the Employee's employment without notice, as permitted by law.
- 29. The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is the greater of legalmin or any minimum notice required by law.
- 30. If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with the greater of legalmin and the minimum required by law.
- 31. The Termination Date specified by either the Employee or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Employee any outstanding portion of the remuneration including any accrued annual leave and banked time, if any, calculated to the Termination Date.
- 32. Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to remuneration or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

### **Confidentiality**

- 33. For the purposes of this Agreement:
  - a. **Associated Employer** has the meaning given by the Employment Rights Act 1996;
  - b. **Confidential Information** means any information disclosed by or on behalf of the Employer (or any Group Business) to the Employee during their employment that at the time of disclosure (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means or other forms and whether directly or indirectly) is confidential in nature or may reasonably be considered to be commercially sensitive, and which relates to the business and affairs of the Employer (or any Group Business) including but not limited to: (a) all Employment IPRs (b) all Employment Inventions and (c) all analyses, compilations, studies and other documents prepared by the Employee which contain or otherwise reflect or are generated from the information referred to above.
  - c. **Employment IPRs** means Intellectual Property Rights you create in the course of your employment with us (whether or not during working hours or using our premises or resources) that:
    - i. relate to any part of (or demonstrably anticipated business of) the Employer or any Group Business; or
    - ii. are reasonably capable of being used by the Employer or in any part of a Group Business.
  - d. **Employment Inventions** means any Invention which is made wholly or partially by you at any time during the course of your:
    - i. normal duties; or

- ii. duties specifically assigned to you, if those duties are such, that an Invention might reasonably be an expected result (whether or not during working hours or using our premises or resources, and whether or not recorded in material form).
- e. **Group Business** means any business owned or operated by us or an Associated Employer or all of those businesses together, as the context allows;
- f. **Intellectual Property Rights** means without limitation all existing or future intellectual and industrial property rights, anywhere in the world including any Invention, patent, utility model right, copyright and related right, trade mark, trade name, internet domain name, design right, design, service marks, trade secret, database right, topography right, right in get-up, right in goodwill or to sue for passing off and any other right of a similar nature, whether registered (or capable of registration) and the right to apply for any of these; and
- g. **Inventions** mean without limitation, inventions, ideas and improvements, whether or not patentable and whether or not recorded in any medium.
- 34. During your employment, you may have access to Confidential Information concerning us, and our business. During and after your employment, you must not use or disclose or allow anyone else to use or disclose any of our Confidential Information, except:
  - a. as necessary to perform your duties for us, properly; or
  - b. with our consent; or
  - c. as required by law or ordered by a court that has jurisdiction; or
  - d. to make a protected disclosure within the meaning of Section 43A of the Employment Rights Act 1996.
- 35. As soon as your employment ends, however that happens, or earlier if we request it, you must:
  - a. return to us, all property that you have or control that belongs to us or relates to our business including but not limited to all documents and any car, keys, swipe cards, laptops and mobile phones; and
  - b. delete any such property and Confidential Information from any electronic device which belongs to you.
- 36. You agree that if you do not comply with this clause, damages would not be an adequate remedy and we can apply for an injunction to prevent any (further) breach, without prejudice to any other remedy that we might pursue, including but not limited to claiming damages.

# **Intellectual Property**

- 37. You acknowledge that:
  - a. all Employment IPRs, Employment Inventions and works embodying them shall be owned automatically and absolutely by the Employer to the fullest extent permitted by law. To the extent that they are not automatically owned by the Employer, you hold them on trust for us; and
  - b. because of the nature of your duties and the responsibilities arising from the nature of your duties, you have, and shall always have while you are employed by us, a special obligation to further the interests of the Employer.
- 38. You agree:
  - a. to promptly and on their creation, give us full written details of all Employment Inventions you make wholly or partially during the course of your employment;

- b. at our request, and in any event, on the termination of your employment, to give us all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
- c. to use your best endeavors to execute all documents and do all acts both during and after your employment by us as may, in the opinion of the Employer, be necessary or desirable to vest the Employment IPRs in the Employer, to register them in the name of the Employer and to protect and maintain the Employment IPRs and the Employment Inventions;
- d. to give us all necessary assistance to enable us to enforce our Intellectual Property Rights against third parties, to defend claims for infringement of third-party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights;
- e. not to attempt to register any Employment IPR nor patent any Employment Invention unless we request that you do so; and
- f. to keep confidential each Employment Invention unless we have consented to its disclosure in writing.
- 39. You waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.
- 40. You hereby irrevocably appoint the Employer to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for the Employer to obtain for itself or its nominee the full benefit of this section.

#### DISCIPLINARY PROCEDURE

- 41. The Employer's disciplinary procedure, as amended from time-to-time, applies to the Employee. The Employer's disciplinary procedure is set out in employee handbook and will be provided to the Employee or made available to the Employee on request.
- 42. This Agreement and the Employer's disciplinary procedure will be read and interpreted so as to avoid conflict, as far as reasonably possible, between this Agreement and the Employer's disciplinary procedure. If there is a true conflict between this Agreement and the Employer's disciplinary procedure, this Agreement will prevail.

#### **GRIEVANCE PROCEDURE**

43. The Employer's grievance procedure, as amended from time-to-time, applies to the Employee. The Employer's grievance procedure is set out in employee handbook and will be provided to the Employee or made available to the Employee on request.

#### **NOTICES**

44. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

• Employer:

Name:	Muhammad Pervaiz Akhtar – Director UNIVERSAL PACKAGING LTD T/A FAVORITE CHICKEN – Newport Pagnell
Address:	6 The Green Marsh End Road, Newport Pagnell, Buckinghamshire, MK16 0JW
Phone:	01908615714
Email:	hr@universal-packaging.co.uk

• Employee:

Name:	
Address:	
Phone:	

#### MODIFICATION OF AGREEMENT

45. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

## **Governing Law**

46. This Agreement shall be governed by and interpreted according to the law of Northern Ireland and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Northern Ireland courts.

# **Third Party Rights**

47. No one other than you and we have any rights to enforce any part of this agreement.



Director For and on behalf of UNIVERSAL PACKAGING LTD T/A FAVORITE CHICKEN – Newport Pagnell

Date of signature 01/07/2023



Name of Employee – Naveen Neerudu

Date of signature 01/07/2023