



City of Westminster

Licensing Sub-Committee Report

Item No:	
Date:	21 March 2018
Licensing Ref No:	18/00520/LIPV - Premises Licence Variation
Title of Report:	Chopstix Basement And Ground Floor 29 - 31 Oxford Street London W1D 2DR
Report of:	Director of Public Protection and Licensing
Wards involved:	West End
Policy context:	City of Westminster Statement of Licensing Policy
Financial summary:	None
Report Author:	Miss Yolanda Wade Senior Licensing Officer
Contact details	Telephone: 020 7641 1884 Email: ywade@westminster.gov.uk

1. Application

1-A Applicant and premises			
Application Type:	Variation of a Premises Licence, Licensing Act 2003		
Application received date:	16 January 2018		
Applicant:	Property Sales And Management Ltd		
Premises:	Chopstix		
Premises address:	Basement And Ground Floor 29 - 31 Oxford Street London W1D 2DR	Ward:	West End
		Cumulative Impact Area:	West End
Premises description:	The premises has operated as a Chinese Restaurant with approximately 80 covers since at least 2007 over the basement and ground floor.		
Variation description:	According to the application the variation application seeks to amend condition 11 which currently states "No hot takeaway food to be served after 23:00" so as to read "No hot takeaway food to be served after 23:00 on Sunday to Thursday".		
Premises licence history:	A complete licence history can be found at Appendix 2 of the report.		
Applicant submissions:	The Applicant's submissions can be found at Appendix 1 of the report.		
Plan	Plans are available to view upon request to the Licensing Authority and they will be made available at Licensing Committee		

1-D Conditions being varied, added or removed	
Condition	Proposed variation
11. No hot takeaway food to be served after 23:00.	11. No hot takeaway food to be served after 23:00 on Sunday to Thursday.

2. Representations

2-A Responsible Authorities	
Responsible Authority:	Licensing Authority
Representative:	Miss Shannon Pring
Received:	08 February 2018
<p>I write in relation to the application submitted for a variation of a Premises Licence for the following premises –</p> <p>As a responsible authority under section 13 (4) of the Licensing Act 2003 as amended under the Police and Social Responsibility Act 2011 the Licensing Authority have considered your application in full.</p> <p>The variation application being considered seeks to:</p> <p>Amend condition 11 from “No hot takeaway food to be served after 23:00” so as to read “No hot takeaway food to be served after 23:00 on Sunday to Thursday”. Therefore, the provision of late night refreshment (take away) from 23:00 to 04:00 on Friday and Saturday.</p> <p>The policy states at FFP2 that it is the Licensing Authorities policy to refuse applications unless they are to vary to within core hours under Policy HRS1. This application seeks to go beyond core hours, for Friday and Saturday, as defined at HRS1 and the policy at 2.5.20 states that “These issues are of particular concern in the Cumulative Impact Areas where there are a concentration of fast food premises in addition to other licensed premises. On this basis and because the attraction and retention of people by the premises mitigates against their rapid dispersal from the cumulative impact areas, the Licensing Authority considers that the grant of variations... for fast food premises in the Cumulative Impact Areas should be limited to exceptional circumstances”. Examples of what may be considered an exception can be found at paragraphs 2.4.3 to 2.4.13 of the Westminster Statement of Licensing Policy.</p> <p>Please accept this formal representation and we look forward to hearing from you with regards to the above points raised.</p>	
Responsible Authority:	Metropolitan Police Service
Representative:	PC Sandy Russell
Received:	30 January 2018
<p>With reference to the above application, I am writing to inform you that the Metropolitan Police, as a responsible authority, will be objecting to this application. The venue is situated within Westminster’s Cumulative Impact Area; it is our belief that if granted the application would undermine the Licensing Objectives.</p>	

In this matter we are supporting the Westminster Licensing Policy and feel it appropriate that the decision should be made at LSC.

3. Policy & Guidance

The following policies within the City Of Westminster Statement of Licensing Policy apply:	
Policy HRS1 applies	<p>(i) Applications for hours within the core hours in this policy will generally be granted, subject to not being contrary to other policies in the Statement of Licensing Policy.</p> <p>(ii) Applications for hours outside the core hours in this policy will be considered on their merits, subject to other relevant policies and with particular regard to the criteria specified.</p>
Policy CIP 1 applies	<p>(i) It is the Licensing Authority's policy to refuse applications in the Cumulative Impact Areas for: pubs and bars, fast food premises, and premises offering facilities for music and dancing; other than applications to vary hours within the Core Hours under Policy HRS1.</p> <p>(ii) Applications for other licensable activities in the Cumulative Impact Areas will be subject to other policies, and must demonstrate that they will not add to cumulative impact in the Cumulative Impact Areas.</p>
Policy FFP2 applies	It is the Licensing Authority's policy to refuse applications in the Cumulative Impact Areas, other than applications to vary hours within the Core Hours under Policy HRS1.

4. Equality Implications

The Council in its capacity as Licensing Authority has a duty to have regard to its public sector equality duty under section 149 of the Equality Act 2010. In summary, section 149 provides that a Public Authority must, in the exercise of its functions, have due regard to the need to:

- (a) eliminate discrimination harassment, victimisation and any other conduct that is prohibited by or under this Act;
- (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a relevant protected characteristics and persons who do not share it.

Section 149 (7) of the Equality Act 2010 defines the relevant protected characteristics as age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

5. Appendices

Appendix 1	Applicant supporting documents
Appendix 2	Premises history
Appendix 3	Proposed conditions
Appendix 4	Copy of the premises licence
Appendix 5	Residential map and list of premises in the vicinity

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If you have any queries about this report or wish to inspect one of the background papers please contact the report author.

Background Documents – Local Government (Access to Information) Act 1972

1	Licensing Act 2003	N/A
2	City of Westminster Statement of Licensing Policy	7 th January 2016
3	Amended Guidance issued under section 182 of the Licensing Act 2003	March 2015
4	Application	16 January 2018
5	Licensing Authority	08 February 2018
6	Metropolitan Police Service	30 January 2018

General – Licensing Objectives

The premises has operated for many years from this site and has recently undergone a substantial refurbishment with a re-launch opening ceremony. The applicant's representatives have spoken with Mr Ian Watson of the council's environmental health team before submission of the application and he has reported that there have been no recorded issues arising out of the conduct of the premises and none with regard to street cleanliness outside the premises over many years. The applicant's have limited the application following councillor advice to only two days of operation.

It is proposed also to ensure that street marshalls patrol outside the premises and up to Tottenham Court Road tube station to ensure that no litter is dropped and if Chopstix litter is dropped to ensure that it is picked up. This will be done at regular intervals until closing time and shortly thereafter.

The prevention of crime and disorder

It is not believed that any crime and disorder will result form these proposals. The premises do not sell alcohol and no change is sought in the operational hours on the face of the premises licence. There have been no incidents of crime and disorder at the premises.

The prevention of public nuisance

The premises have not been a source of noise disturbance as reported to the applicant's representatives by Mr Ian Watson and there is no proposal to change hours of operation. This is merely seeking to allow customers to take their product away from the premises as they do during the rest of the day without any mess remaining outside the premises or along the street. The new late night tube operating on Fridays and Saturdays means that many people wish to leave the centre as soon as possible and do not wish to sit down and eat indoors. The premises is a matter of yards away from the tube station.

It is not believed therefore that there will be any increase in public nuisance as a result of this proposal. There is no proposal to increase the hours of operation.

CHOPSTIX TRADING LIMITED

EMPLOYEE HANDBOOK

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EMPLOYEE HANDBOOK ISSUE & UPDATES

Pages	Issue Number	Date
1- 38	0	March 2016

INTRODUCTION

Welcome to our team. We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your line manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

JOINING OUR ORGANISATION

A) PROBATIONARY PERIOD

You join us on an initial probationary period of six months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

B) JOB DESCRIPTION

You have been provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

C) EMPLOYEE TRAINING

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business.

D) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

E) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential.

F) MOBILITY

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of our business.

G) WORK PERMITS

Employers will be in breach of the legislation if they employ those who are subject to immigration control and have no entitlement to live and work in the UK.

To comply with asylum and immigration legislation it is essential to produce the appropriate documentation before commencing employment and to continue employment with the company if applicable.

In the absence of the appropriate 'in date' documentation being produced the company will have no other alternative but to terminate employment.

WAGES AND SALARIES, ETC.

A) ADMINISTRATION

1. Payment

- a. For monthly paid staff the pay month ends at 4am on the last day of the month. Wages are available after 12 pm within 10 days of the month end.
- b. You will receive a payslip showing how the total amount of your pay and how it has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c. Any pay queries that you may have should be raised with the accounts team.

2. Salary Discussions

It is strictly prohibited to discuss your salary rate or any salary reviews with any other staff member and if found to be in breach of this policy disciplinary action will be taken which may result in your dismissal due to breach of confidentiality.

3. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

4. Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

B) LATENESS/ABSENTEEISM

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
3. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

C) SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or

alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

D) PENSIONS

We've chosen.....in representing the company stakeholder pension scheme to meet our employer duties and help you put money aside for your retirement.

When required you will be automatically enrolled into, if you want to stay in the scheme you don't have to do anything.

If you'd like to know more about you can visit their website at www.....

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment.
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment. Any holiday that you have not actively tried to book will be lost at the end of each holiday year so it is imperative that all holidays are planned in advance.
3. In your holiday year your entitlement will be proportionate to the amount of time worked in the holiday year. Any additional leave authorised will be unpaid.
4. You must complete the holiday request form and have it signed by your Manager before you make any firm holiday arrangements.
5. Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
6. You should give at least four week's notice of your intention to take holidays and one week's notice is required for odd single days.
7. You may not normally take more than two working weeks consecutively.
8. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

B) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.

C) UNPAID LEAVE

All unpaid leave will be at the Management's discretion and will need to tie in with the needs of the business. All annual leave must have been used first.

Any application for unpaid leave must be submitted in writing.

SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

1. You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than two hours before your shift is due to start. Other than in exceptional circumstances notification should be made personally, to your Manager. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.

C) PAYMENTS

1. You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

D) RETURN TO WORK

1. You should notify your Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

Separate rules relating to infectious diseases and those whose duties may involve handling food are to be found later in this handbook and, if appropriate to your duties, you must familiarise yourself with them.

3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Office Manager.

4. Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

E) GENERAL

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.

2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

4. If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

SICKNESS SELF-CERTIFICATION ABSENCE

Form SCA

This form should be completed on your return to work following any period of sickness.

If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.

NAME:		
FROM	Dates of sickness (Including non-working days)	TO
_____	am/pm	_____
am/pm	_____	_____
_____	day	_____
day	_____	_____
_____	date	_____
date	_____	_____
FROM	Dates of absence	TO
_____	am/pm	_____
am/pm	_____	_____
_____	day	_____
day	_____	_____
_____	date	_____
date	_____	_____
Details of sickness or injury		
Did you consult a Doctor? YES/NO. If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.		
Declaration		
I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.		
I acknowledge that false information will result in disciplinary action.		

I hereby give my employer permission to verify the above information.

Signed _____

Acknowledged

(employee)

(for employer)

Date _____

SAFEGUARDS

A) RIGHTS OF SEARCH

1. We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.
2. Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
3. You may be asked to remove the contents of your pockets, bags, vehicles, etc.
4. Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which could result in your dismissal.
5. We reserve the right to call in the police at any stage.

B) CONFIDENTIALITY

1. All information that:-
 - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
 - b. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
 - c. has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

C) COMPANY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in

your possession.

D) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Managing Director.

E) INVENTIONS/DISCOVERIES

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:-

- a. in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b. outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c. during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

F) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:-

- a. unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and
- b. all software must be virus checked using standard testing procedures before being used.

G) USE OF COMPUTER EQUIPMENT

In order to control the use of the company's computer equipment and reduce the risk of contamination the following will apply:-

- a. The introduction of new software must first of all be checked and authorised by the Office Manager before general use will be permitted.
- b. Only authorised staff should have access to the company's computer equipment.
- c. Only authorised software may be used on any of the company's computer equipment.
- d. Only software that is used for business applications may be used.
- e. No software may be brought onto or taken from the company's premises without prior authorisation.
- f. Unauthorised access to the computer facility will result in disciplinary action.
- g. Unauthorised copying and/or removal of computer equipment/software will result

in disciplinary action, such actions could lead to dismissal.

H) E-MAIL AND INTERNET POLICY

1. Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the company. The Internet and E-mail system have established themselves as an important communications facility within the company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

2. Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

3. E-mail

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the company's position on the correct use of the E-mail system.

4. Procedures - Authorised Use

- a. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
- b. The E-mail system is available for communication and matters directly concerned with the legitimate business of the company. Employees using the E-mail system should give particular attention to the following points:-
 - i) all comply with company communication standards;

- ii) E-mail messages and copies should only be sent to those for whom they are particularly relevant;
 - iii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
 - iv) if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The company will be liable for infringing copyright or any defamatory information that is circulated either within the company or to external users of the system; and
 - v) offers or contracts transmitted by E-mail are as legally binding on the company as those sent on paper.
- c. The company will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:-
- i) any messages that could constitute bullying, harassment or other detriment;
 - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
 - iii) on-line gambling;
 - iv) accessing or transmitting pornography;
 - v) transmitting copyright information and/or any software available to the user; or
 - vi) posting confidential information about other employees, the company or its customers or suppliers.

5. Personal Use

Personal use of our Internet and E-mail facilities is strictly prohibited during working hours. If you need to use our facilities for any time during working hours then you should obtain permission from your Line Manager or General Manager.

I) **SOCIAL NETWORKING WEBSITES**

Use of social networking sites during your working hours is strictly forbidden. Due to the lack of confidentiality of these sites contact with clients or their employees outside your working hours must not make reference to the Company or discuss business related to the Company. Failure to abide by this policy may lead to disciplinary action which could result in your dismissal depending on the seriousness of the breach.

The company reserves the right to monitor all incoming and outgoing emails, internet usage and any other activity on our computers.

STANDARDS

A) WASTAGE

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:-
 - a. handle machines, equipment and stock with care;
 - b. turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
 - c. ask for other work if your job has come to a standstill; and
 - d. start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
 - a. any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
 - b. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
 - c. in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

C) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

In the event that the unit in which you work has special local authority licence requirements (eg a licence to remain open and serve food after 11pm), you are required to adhere to those licence requirements which may include additional housekeeping duties such as keeping areas outside of our immediate premises clean and clear of

waste.

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.
3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the prep area.
5. You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

B) REFRESHMENT MAKING FACILITIES

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times. The refreshment making facilities may only be used during authorised breaks. Strictly no bottles of drinks may be consumed by staff.

C) STAFF ROOM/LOCKERS

If applicable to your store we provide a staff room for your use, which must be kept clean and tidy at all times. It may only be used during authorised breaks. Although lockers are available any items are left at your own risk.

D) ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

E) HYGIENE

1. Any exposed cut or burn must be covered with a first-aid dressing.

2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

F) HYGIENE FOR FOOD HANDLERS

1. You must wash your hands immediately before commencing work and after using the toilet.
2. Any cut or burn on the hand or arm must be covered with an approved visible dressing.
3. Head or beard coverings and overalls/uniforms, where provided, must be worn at all times.
4. No jewellery should be worn, other than plain band wedding rings, without the permission of your Manager.
5. You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn. Nails should be kept clean and short.
6. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
7. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.
8. You must report to your Manager before commencing work.

G) CLOSED CIRCUIT TELEVISION

Closed circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue.

H) SECURITY STAFF

On occasion the use of third party door security personnel may be required (eg late hours of opening or specific local authority requirements).

In this event all third-party security personnel will familiarise themselves with this document and the individual unit's operating procedures. The unit manager retains responsibility for ensuring this happens.

Door security personnel will be responsible (with the unit manager and staff) for maintaining a safe and secure environment both within the unit and the immediate vicinity outside the unit. They will also ensure that customers do not loiter outside the unit and are dispersed appropriately.

GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

B) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

C) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Manager and will normally be without pay.

D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify the Office Manager at an early stage so that your entitlements and obligations can be explained to you.

E) PARENTAL/SHARED PARENTAL LEAVE

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with the Office Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

F) TIME OFF FOR DEPENDANTS

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the Office Manager, who, if appropriate, will agree the necessary time off.

G) BEREAVEMENT LEAVE

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Office Manager and agree appropriate time off, which will normally be with pay.

H) TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. You must provide receipts for any expenditure. This policy does not cover your travel to and from your normal place of work.

I) EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Manager who will retain them whilst attempts are made to discover the owner.

J) PARKING

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

K) MAIL

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

L) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of your Manager. Personal mobile phones should be switched off during working hours.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

M) COMPANY MOBILE PHONES

The Company mobile phones are to be used for business purposes only except in the case of an emergency. Therefore any personal use deemed by the Company to be excessive may be recharged back to you.

N) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

O) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by the Office Manager, no collections of any kind are allowed on our premises.

P) CASH HANDLING/TILL PROCEDURES

1. You must check your float at the beginning of your shift. Any discrepancies should be reported immediately to your Manager.
2. You are not allowed to take any money out of the till other than as change for purchases or to transfer cash from the till as instructed by Management.
3. The maximum amount to be kept in the till at any one time differs from branch to branch. Details are provided separately from your Manager.
4. You must not accept cheques.
5. You must not have more than £ 20 on your person whilst at work.
6. You must not serve any items free of charge or authorise any reductions in price. Any breach of this rule will result in disciplinary action being taken.
7. You must not accept any £50.00 notes without having the note counter checked by a fellow work colleague.
8. All notes should be checked for forgeries using the Counterfeit Money Detector pen which is provided at every branch.
9. Signatures on debit and credit card receipts must be checked against the signature on debit and credit cards.
10. The expiry date on debit and credit cards should be checked to ensure that the card is valid.
11. All till errors must be reported immediately to your Manager.

WHISTLE-BLOWERS

A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

B) QUALIFYING DISCLOSURES

1. Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the company has committed a “relevant failure” by:
 - a) committing a criminal offence;
 - b) failing to comply with a legal obligation;
 - c) a miscarriage of justice;
 - d) endangering the health and safety of an individual;
 - e) environmental damage; or

f) concealing any information relating to the above.

2. These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The company will take any concerns that you may raise relating to the above matters very seriously.
3. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has been invoked for malicious reasons or in pursuit of a personal grudge, then you will be liable to immediate termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

C) THE PROCEDURE

1. In the first instance you should report any concerns you may have to the Office Manager who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
2. If you do not report your concerns to the Office Manager you should take them direct to the appropriate organisation or body.

D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

CAPABILITY PROCEDURES

A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

1. If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

4. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal but you will retain the right to a hearing and you will have the right to appeal.

DISCIPLINARY PROCEDURES

A) INTRODUCTION

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
 - a. the correct procedure is used when requiring you to attend a disciplinary hearing;
 - b. you are fully aware of the standards of performance, action and behaviour required of you;

- c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
- d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
- e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
- f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
- g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:-

- a. failure to abide by the general health and safety rules and procedures;
- b. smoking in designated non smoking areas;
- c. consumption of alcohol on the premises;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g. failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h. unauthorised use of E-mail and Internet;
- i. failure to carry out all reasonable instructions or follow our rules and procedures;
- j. unauthorised use or negligent damage or loss of our property;
- k. failure to report immediately any damage to property or premises caused by you;

- l. use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- m. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n. if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- o. carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

D) SERIOUS MISCONDUCT

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:-

- a. theft or fraud;
- b. physical violence or bullying;
- c. deliberate damage to property;
- d. deliberate acts of unlawful discrimination or harassment;
- e. possession, or being under the influence, of illegal drugs at work;
- f. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

F) DISCIPLINARY PROCEDURE

1. Disciplinary action taken against you will be based on the following procedure:-

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
UNSATISFACTORY CONDUCT	Formal verbal warning	Written warning	Final written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal	
SERIOUS MISCONDUCT	Final written warning	Dismissal		

**GROSS
MISCONDUCT**

Dismissal

2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained, in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

Formal verbal warning	Store Manager/General Manager
Written warning	Managing Director/General Manager
Final written warning	Managing Director/General Manager
Dismissal	Managing Director/General Manager

H) PERIOD OF WARNINGS

1. Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.
2. Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.
3. Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

I) GENERAL NOTES

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.
5. We reserve the right to allow third parties to chair any formal hearings. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

CAPABILITY/DISCIPLINARY APPEAL PROCEDURE

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
3. An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
4. The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
5. If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
6. You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.
7. We reserve the right to allow third parties to chair any formal hearings. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

GRIEVANCE PROCEDURE

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform the Office Manager within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the company will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.
7. We reserve the right to allow third parties to chair any formal hearings. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

PERSONAL HARASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

1. Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

B) POLICY

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

C) EXAMPLES OF PERSONAL HARASSMENT

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a. insensitive jokes and pranks;
- b. lewd or abusive comments about appearance;
- c. deliberate exclusion from conversations;
- d. displaying abusive or offensive writing or material;
- e. unwelcome touching; and
- f. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

D) COMPLAINING ABOUT PERSONAL HARASSMENT

1. Informal complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be your Manager, who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

2. Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of your Manager as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:-

- a. the name of the alleged harasser;
- b. the nature of the alleged harassment;
- c. the dates and times when the alleged harassment occurred;
- d. the names of any witnesses; and
- e. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

E) GENERAL NOTES

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.
3. We reserve the right to allow third parties to chair any formal meetings. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
8. Short listing and interviewing will be carried out by more than one person where possible.

9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
11. Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
2. All promotion will be in line with this policy.

D) MONITORING

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
2. Monitoring may involve:-
 - a. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
 - b. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
 - c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

TERMINATION OF EMPLOYMENT

A) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

B) KEYHOLDING/ALARM SETTING

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from a Manager.

C) RETURN OF OUR PROPERTY

On the termination of your employment you must return all our property including uniforms, company mobile phones, laptops which are in your possession or for which you have responsibility.

RULES FOR THE USE OF COMPANY VEHICLES

A) DRIVING LICENCE AND AUTHORITY TO DRIVE COMPANY VEHICLES

1. You must be in possession of a current driving licence and have either the Office Manager's authority to drive one of our vehicles.
2. Your driving licence must be produced for scrutiny by the Office Manager prior to driving any of our vehicles and will be required to be inspected on an annual basis.
3. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.
4. It is your responsibility to see that the car is not used by anyone other than authorised employees. Special written permission must be obtained from the Office Manager for the vehicle to be used by any other person.

B) FIXTURES, FITTINGS AND MODIFICATIONS

1. No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to the vehicle without prior written permission. When handing the vehicle back to us such attachments must remain unless adequate rectification work is carried out professionally to restore the vehicle to its former condition.
2. No change or alterations may be made to the manufacturer's mechanical or structural specification for the vehicle.

C) WARRANTY

All warranty work must be reported to us prior to it being carried out.

D) CLEANING AND MAINTENANCE

1. As the vehicle has been allocated to you, it is your responsibility to keep it clean, and to ensure that the vehicle is regularly serviced in accordance with the requirements laid down by the manufacturer, and as specified in the maintenance book of the particular model of vehicle.
2. Any other maintenance or repair work or replacement of parts, including tyres, must be approved in advance by us.

E) FUEL ETC.

1. In addition to keeping the vehicle regularly serviced, it is your responsibility to see that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
2. Unless contrary arrangements exist in writing between us, we will only reimburse you for fuel and oil used on our business. Claims must be submitted on a weekly report sheet, signed by yourself and accompanied by receipted bills where the vehicle cannot be filled up on our fuel account.

F) DAMAGE OR INJURY

1. If you are involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the vehicle owner, the registration number of the vehicle and the name of the insurance company to any person having reasonable grounds for requiring such information. It is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the office and where necessary the police as soon as possible, but within twenty four hours of the occurrence.
2. In addition, in the case of an incident involving injury to another person or to notifiable animals, you are responsible for notifying the police of the occurrence and you must produce your insurance certificate to a police officer attending the accident, or to any other person having reasonable grounds for seeing it. The accident must be reported to a police station or to a police officer within twenty four hours. If you are not then able to produce the certificate you must in any event produce it in person within five days after the accident to such police station as you may specify at the time of first reporting the accident.
3. For security reasons, insurance certificates are kept by us. However, a copy of the certificate of insurance is provided with each vehicle and this will be renewed annually. You should make sure that it is with the vehicle at all times. Replacement copies can be obtained from us if necessary.

G) LOSS

1. In the case of theft of the vehicle, we and the police must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle, we and the police should be notified immediately.
2. Please note that only our property is insured by us and you should make your own arrangements to cover personal effects.
3. The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot. If a vehicle is stolen we are required to prove to the insurance company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

H) ACCIDENT PROCEDURE

1. It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident obtain an accident report form from us which must be completed and returned to us within twenty four hours. All the information required on the form must be completed. You should note that whenever possible the following particulars should appear in the form:-
 - a. the name and address of the other driver and the name and address of his/her insurers
 - b. the names and addresses of all passengers in both our vehicle and the other vehicle

- c. names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident
 - d. particulars of the police attending i.e. name, number and division.
2. A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.
 3. If our vehicle is undriveable you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.
 4. An estimate of the repairs required to be carried out, showing details and cost of both labour and materials, must be obtained and sent to us as soon as possible.
 5. Under no circumstances may repairs be put in hand until the insurance company has given its agreement. We will notify you when this has been done.
 6. You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in 1) above and nothing more.

I) ROAD FUND LICENCE

The road fund licence for the vehicle will be renewed automatically when due, but in the event that you do not receive the new licence by the expiry date, we should be notified immediately.

J) PERMITTED USE

Subject to the restrictions already stipulated, our vehicles may only be used for social, domestic and pleasure purposes, and for our business, excluding the carriage of passengers for hire or reward. Our vehicles may not be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land. Private mileage must be shown and declared.

K) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

1. Repeated instances of damage may result in the use of the vehicle being withdrawn and disciplinary action being taken.



MEDIA PACK

www.chopstixgroup.com



@chopstixuk



@ChopstixUK

For media enquiries, please contact Mary-Jo Devlin, PR Consultant to Chopstix;

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Email

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Emjay PR

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Glasgow - 38 Queen St G1 3DX **Tel: 0141 548 8184**

March 2018

Chopstix Key Facts

- Chopstix is now one of the fastest growing, independently owned food to go brands in the UK with 78 outlets currently.
- Chopstix is a faster, fresher and healthier alternative to many of its competitors in the sector, offering a choice of small, medium and large freshly cooked chicken and vegetarian dishes, accompanied by a choice of noodles or rice and a range of oriental/asian toppings
- Chopstix is a high footfall operation which enjoys cross- demographic and multi-generational appeal, including the elusive Gen Y
- 43 Chopstix stores are company owned, whilst the remainder are operated in conjunction with both individual and multi-site partners including Welcome Break and Applegreen in the UK.
- In partnership with Westfalen, the first franchised Chopstix site in mainland Europe opened in Munster, Germany in 2016

- In 2017, three company owned sites were launched in Krakow, Poznan and Lodz in Poland and six further Polish units are scheduled to open in 2018.
- Across the UK and Ireland, 25 Chopstix outlets are located within retail and shopping centres, 43 are sited on prominent city centre high streets and the remainder can be found in the country's motorway services network.
- The brand's identity was refreshed in 2016 to better incorporate a more authentic, Oriental "street" feel. The finishes and material used within each outlet are not only aesthetically aspirational and comfortable, they also reflect the brand's functionality, cleanliness and quality
- Chopstix has recently been recognised at both the Restaurant Marketer and Innovator Awards in the "Best New/Improved Visual Identity" category and in the "Halal Food Chain of the Year" category at the Official Halal Awards 2017/18

Business Key Facts

- The Chopstix Group, headquartered in London's Golders Green, was co-founded by Menashe Sadik and Sam Elia in 2001 and both directors remain active within the business.
- The Chopstix Group owns and operates two premium quick service brands, Chopstix and Yangtze
- Chopstix has trebled its outlet count in the past three years
- The Yangtze chain, which operates restaurants within nine UK based shopping centres, was purchased by the Group in 2017 for an undisclosed sum
- The Chopstix Group employs over 400 staff and turnover for 2017 was £20m.

The Team

Sam Elia and Menashe Sadik – Founders

Sam and Menashe have been friends and business partners for over 25 years. Under their dual stewardship, the Chopstix Group has emerged as a real force within the sector. The duo have cultivated a strong franchise network with partners including Welcome Break and Applegreen and the outlet count of the Chopstix has tripled in just three years. In recent times, they have refined the corporate business model and rebranded the chain, contributing double-digit growth in every refreshed location. In 2017 Sam and Menashe concluded the Group's first acquisition with the purchase of the nine strong Yangtze chain of restaurants for an undisclosed sum, thus adding a second premium QSR brand to the Group's portfolio.

Jon Lake - Managing Director

Jon was a Non-Exec Director of The Chopstix Group before taking up the role of MD in January 2018. Over the past 25 years Jon has held a number of key roles within multinational organisations including Fine Food Capital where he was Development Director and Deloitte where he was Director of M&A specialising in the licensed retail sector. Prior to that, Jon held senior management roles with both Punch and Whitbread. In partnership with the founders, Jon is spearheading the strategy to expand the corporate and franchise business.

Rob Burns - Marketing Director

Rob joined the business in April 2017 from Harry Ramsden's where he had held a similar position for three years. Over the past two decades, Rob has held senior marketing posts both in house and within agencies, working with brands including Burger King, Little Chef and Costa Coffee. Rob oversees the development and implementation of the brand marketing strategy in line with the company objectives.

Max Hilton Jenvey - Global Head of Franchise

Max has enjoyed a career spanning three decades within the food service and retail industries. He has worked with and developed leading brands including McDonald's, Compass Group - Upper Crust and Exxon Mobil - On the Run. Max joined the Chopstix Group in 2015 as chief operating officer and was promoted to this newly created role in December 2017.

Michael Toon – Finance Director

Michael is the most recent addition to the Chopstix Group Board of Directors, bringing with him extensive hospitality sector experience. He joined in February 2018 from the Casual Dining Group where for over fifteen years, he held a number of senior roles, latterly as Finance Director, overseeing a number of brands including Café Rouge and Belgo.

INTERIOR, EXTERIOR, STAFF AND FOOD IMAGES







RECENT CUTTINGS

mary-jo@emjaypr.co.uk - 0 Chopstix to open three new Noodle bar chain Chop: X +

the-caterer.com/articles/511327/noodle-bar-chain-chopstix-readies-trio-of-pre-christmas-openings?_escaped_fragment=1

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Noodle bar chain Chopstix readies trio of pre-Christmas openings

MONDAY, SEPTEMBER 18TH 2017, 0:01 WRITTEN BY: NEIL GERRARD

Quick-service restaurant brand Chopstix is to open three new restaurants before Christmas, taking the total number of its shopping centre outlets to 25 and its total number of restaurants to 74.

The three new stores will launch in Ipswich's Sailmakers Centre, Manchester's Arndale Centre and the Brunel



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The country's fastest growing accessible Oriental brand, CHOPSTIX Noodle Bar, is set to officially open its latest outlet within the island of Ireland's first ever unmanned Erno Express fuel forecourt today (Wednesday 11 October 2017).

09:30 11/10/2017


<https://www.hospalityandcateringnews.com/2017/10/chopstix-to-serve-at-no1-forecourt/>

Chopstix strikes first-ew

https://www.insidermedia.com/insider/national/chopstix-strikes-first-ever-deal

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CHOPSTIX STRIKES FIRST-EVER DEAL

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16:06 05/02/2018

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Chopstix opens 70th store

14 Aug 2017

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Noodle bar chain Chopstix will open its 70th outlet today.

This latest opening at Midway in the south of Ireland also represents the brand's tenth venture with services operator Applegreen.

Max Hilton Jenvey, chief operating officer at Chopstix Group, said: "As our brand continues to go from strength to strength, we have much to celebrate with this new opening. Our 70th store, a developing partnership with Applegreen and the opportunity to offer our ever-increasing fan base a healthier, fresher and faster alternative in today's quick service sector. There is undoubtedly much room for us to grow as a brand, and we intend to further build on our partnerships with Applegreen and other leading motorway services providers, to make Chopstix as visible on the nation's roads as it is in the country's high streets."

There are now 38 company-owned and 32 franchised Chopstix outlets, with 12 openings so far in 2017. The brand has seen its outlet count double in less than 18 months.



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The screenshot shows the website interface with a navigation bar, a 'SUBSCRIBE' button, and a main article titled 'First Acquisition for Chopstix Group'. The article text is as follows:

First Acquisition for Chopstix Group

Chopstix Group (CG), which owns and operates the eponymous chain of 75 noodle restaurants across the country, has concluded its first acquisition. CG has purchased the popular Yangtze chain of restaurants from The Wok Ltd for an undisclosed sum, in a deal backed by Metro Bank. Launched in 2006 and employing 70 staff, Yangtze operates nine premium, quick service Chinese restaurants across the UK and Ireland.

As a result of the acquisition, CG is now active within 35 shopping and retail hubs across the country. The Chopstix brand operates 75 units in total, 26 of which are located within shopping centres whilst all nine Yangtze outlets are located within centres including Birmingham's Merryhill Centre and the Meadowhall Centre in Sheffield.

On the right side of the page, there is a 'Latest features' section with three items:

- Tubz Brands launches Sqwishland vending products in Europe** (with a 'read more...' link)
- Top tips for incoming franchisors** (with a 'read more...' link)
- One to Watch – El Mexicana** (with a 'read more...' link)

At the bottom of the page, there is a search bar and a Windows taskbar showing the date as 13/11/2017.

<http://www.propertyweek.com/news/yangtze-picked-up-by-chopstix%C2%A0/5093489.article>

RECENT MEDIA RELEASES

Chopstix to open three new outlets

CHOPSTIX, one of the UK's fastest growing quick service restaurant brands, will see its shopping centre outlet count rise to 25 with the opening of three new stores, in advance of the Christmas trading period.

Over the next six weeks, the brand will introduce its faster, fresher and healthier food offering to Ipswich's Sailmakers Centre, Manchester's Arndale Centre and the Brunel Centre in Swindon, a move which will create a total of 45 new jobs.

In time for retail's busiest period, the new Chopstix restaurants will offer shoppers the opportunity to enjoy freshly prepared and cooked chicken and vegetarian dishes accompanied by a choice of noodles or rice.

Menashe Sadik and Sam Elia, co-founding Directors of Chopstix Group comment;

"With these new openings, shopping centres across the country now house one third of our overall outlet count, which has doubled in the past 18 months. As well as being a fresher and healthier option in the food court, we also provide one of the fastest services in our sector. Our success within the shopping centre environment may be aligned to the fact that we typically serve meals in under 60 seconds - a real advantage for time-pressed shoppers."

With the opening of these new outlets, Chopstix takes its store count to 74 in retail centres, high streets and the nation's motorway services network and Max Hilton Jenvey, Chief Operating Officer adds;

"There is undoubtedly much room for us to grow as a brand, and we intend to further develop our partnerships with retail centre owners in the coming months. At the same time however, we are actively engaged with multi-site operators in other sectors to not only increase our store count but also achieve our ambition of becoming a major player in the franchise 'food to go' marketplace."

Chopstix invests “significantly” in its estate

Chopstix, the fast-growing accessible Oriental QSR brand, has embarked upon a significant £multi-million investment programme to meet its objective of rebranding and refreshing all 43 company owned outlets by the end of 2018.

The rebrand programme sees the group invest £5m in its company owned properties to incorporate its award-nominated brand refresh model* which features an evolved brand marque as well as cutting edge, street food inspired contemporary interior design.

And as customer numbers continue to grow, back of house and point of sale improvements to increase the overall efficiency of the operation, will also form part of the works in the brand’s 43 company owned outlets, to ensure transaction times remain below 60 seconds.

To date, eleven UK outlets have already undergone the renovation works and Chopstix Wood Green is the first outlet to benefit from the rebrand in 2018, with an additional five stores programmed for completion in Q1 2018.

Jon Lake, MD at the Chopstix Group comments; “As a brand which always puts the customers first, we want to ensure that their experience is the best it can be. This major investment in the core estate underlines that fact, and we will continue to invest in the business in different ways in the coming months, to further enhance the overall appeal and steadily growing popularity of Chopstix.”

To further complement the improvements within company owned sites, the new look and designs will form the model for all future franchise partnerships, moving forward.

First Acquisition for Chopstix Group

Chopstix Group (CG), which owns and operates the eponymous chain of 75 noodle restaurants across the country, has concluded its first acquisition. CG has purchased the popular Yangtze chain of restaurants from The Wok Ltd for an undisclosed sum, in a deal backed by Metro Bank. Launched in 2006 and employing 70 staff, Yangtze operates nine premium, quick service Chinese restaurants, all located within shopping centres across the UK and Ireland, including Birmingham's Merryhill Centre and the Meadowhall Centre in Sheffield.

CG was founded by Sam Elia and Menashe Sadik in 2001, and together, they have overseen the growth of their accessible Oriental food brand, Chopstix. Under their stewardship, the brand, which offers consumers a faster, fresher, healthier alternative in the food to go sector, has seen its outlet count double in the past 18 months, however Elia and Sadik have kept a close eye on the market over the past year or so, assessing potential purchase options.

Commenting on the acquisition, CG Director Sam Elia says; *"We have been keen to extend our restaurant interests in the "food to go" sector for a number of years, however, were prepared to wait until the right proposition presented itself. With this acquisition, we are pleased to add a second premium brand to our portfolio, and fully intend to maximise the potential of both Chopstix and Yangtze in the months and years ahead."*

CG Co-Director Menashe Sadik adds; *"Now that our first acquisition has been concluded, there is a real appetite and desire to consider future activity. We are already assessing a number of potential deals, and whilst Chopstix and Yangtze share an obvious affinity, we are not inclined to limit ourselves exclusively to the Oriental influenced sector, as we seek to achieve the Group's acquisition and growth ambitions."*

GVA NI represented Chopstix Group in the acquisition.

Chopstix introduce first ever Seasonal Sweet Treat

Chopstix, the fast-growing accessible Oriental food brand, is to introduce its first ever “sweet” in the form of a seasonal Spring Roll.

From today (Monday 6 November 2017) Bramley Apple and Cinnamon Spring Rolls served with Salted Caramel sauce and priced from £2.49, will be offered to customers as the perfect follow-on to the range of vegetable and chicken based main courses on Chopstix menus at its 75 outlets nationwide.

The sweet treats, which will be available until 31 December, are being provided by Sweet Karma, the Farnham based business founded by Neeta Mardia and mentored by Great British Bake-Off Crème de la Crème winner, Mark Tilling.

Chopstix COO, Max Hilton Jenvey notes;

“Christmas is the one time in the year when most people are happy to overindulge slightly, so we were looking for an authentic sweet treat to offer customers, but only one which was a natural fit to our existing menu. We are therefore delighted to partner with Sweet Karma, who share our dedication to serving only the highest quality Asian inspired fayre.”

The partnership between the brands came about after Chopstix tasked its newly appointed distributors BidFood to source an authentic festive treat to complement the faster, healthier and fresher savoury menu within its 75 outlets nationwide and Jon Handley, Co-Director of Sweet Karma comments;

“We’re delighted to be working with Chopstix as their first dessert supplier and we share their vision to provide something tasty, innovative and accessible. We’re following the trend towards great quality Street Food and our Apple and Cinnamon pastry features the same fruit filling and pastry that was Highly commended in the 2013 Quality Food Awards. We’ve also been very fortunate as a growing company to have the support from Bidfood to make this possible.”

Jessica Donovan
Licensing Support Officer
Public Protection and Licensing
Westminster City Council
22nd Floor
Portland House
Bressenden Place
SW1E 5RS

Your ref: 18/00520/LIPV
Our ref: GBH/CHO/2
Direct dial: 0203 319 3700
gareth.hughes@keystonelaw.co.uk

14th March 2018

Dear Jessica

Re: China Express, Basement and Ground Floor, 29 - 31 Oxford Street, London

This firm acts on behalf of Property Sales and Management Limited and makes this licensing statement in support of its application for a variation to the Premises Licence in respect of late-night refreshment at the above-mentioned premises.

We will deal firstly with the application and then address the two representations which have been submitted and of course the Westminster City Council Licensing Policy Statement insofar as it relates to fast-food takeaway premises.

The Application

The premises currently benefit from a licence under the Licensing Act 2003 which allows for the provision of late-night refreshment only. There is no permission for the sale of alcohol or any other licensable activities.

The Sale of late-night refreshment may take place between 23:00 hours and 01:00 hours on Sunday to Thursday and 23:00 hours to 04:00 hours on the days following Friday and Saturday.

The opening hours of the premises are from 10:00 hours to 01:00 hours on Sundays to Thursdays and 10:00 hours to 04:00 hours on the days following Fridays and Saturdays.

There is no application to change any of the existing hours of opening or the hours during which late-night refreshment may be supplied. Accordingly, all the hours on the Licence will remain the same and there is no variation to increase hours which would fall foul of the cumulative impact policy in the West End area. The Premises Licence is subject to 11 conditions, which were attached following a Hearing by the Licensing Authority several years ago.

Condition 11 states as follows:

"No hot takeaway food to be served after 23:00 hours".

It is this condition which the application seeks to amend so as to add to the wording so it will read as follows:

"No hot takeaway food to be served after 23:00 hours on Sundays to Thursdays".

The effect of that change will be to allow the supply of hot food takeaway from 23:00 hours to 04:00 hours on the days following Fridays and Saturdays only. The rest of the week remains the same.

The premises have operated from this site in Oxford Street for 20 years without any major incident. Neither the Police nor the Environmental Health Team at Westminster City Council has raised any issues or problems with regard to these premises. The Police have made a general objection in support of the licensing policy and the Environmental Health Team has not made any representation. It might be expected that if there had been any issues arising with regard to the premises over the years, the Environmental Health Team would have put in a representation. The author of this letter spoke to Mr Watson of the Environmental Health Team before the application was lodged and was assured that there were no incidents recorded against the premises.

During this time, the premises have provided hot food for takeaway throughout the day with a cessation of takeaway at 23:00 hours upon an application for later hours made several years ago.

It is submitted as evidence by the lack of a representation from the Environmental Health Team that the operator of the premises, which is extremely well established both in London and across the country, has maintained the area outside the premises and in the immediate vicinity to a high standard. The streets have not been littered with Chopstix paraphernalia and there has been no food debris left behind from the premises. During the daytime, takeaway has formed a significant part of the operation, whilst many people, both tourists and local workers as well as residents, have chosen to eat inside the premises, where the capacity is 80 persons.

The Representations

PC Sandy Russell has submitted an email on 18 January which simply indicates that the venue is situated within the Westminster Cumulative Impact area and it is her belief that if this variation



application is granted it would undermine the licensing objectives. However, she does not go on to say how those objectives would be undermined in terms of the Crime and Disorder Objective and there is no evidence produced of any serious incidents occurring at this premises during its operation. PC Russell indicates that she makes the representation in support of the Westminster Licensing Policy and feels it appropriate the decision should be made at the Licensing Subcommittee.

Shannon Pring, the Senior Licensing Officer, also makes a representation which is framed within the terms of the Westminster Licensing Policy Statement, particularly FFP2, which relates to fast-food takeaway premises. She quotes paragraph 2.5.20 with regard to the concentration of fast-food premises in the area and the attraction and retention of people by premises late at night mitigating against rapid dispersal from the Cumulative Impact Policy area. Again, this representation is in support of the Licensing Policy but does not contain any evidence in respect of the specific premises and this is in line with Mr Watson's earlier statement that the premises were not the source of any problems.

Significantly, in a stress area there are no objections made by local residents, the local councillors or the local amenity societies including the Soho Society.

The Westminster Licensing Policy Statement FFP2

Policy FFP2 indicates that it is the Licensing Policy to refuse applications in the Cumulative Impact Area other than an application to vary hours within the core hours under policy HRS1.

Firstly, it should be pointed out that this is not an application to increase the hours of operation of this licence or to increase licensable activities or to increase the capacity of the premises. This is an application to vary a condition within the Licence in respect of takeaway during hours in which the premises are open in any event, namely until 04:00 hours.

Paragraph 2.5.18 of the Policy indicates that the Council considers that the addition of hot fast food and hot drink adds to the attractiveness of premises to people who have been drinking and who are more likely to be involved in antisocial behaviour. However, we would submit that this premises is open up until 04:00 hours on Fridays and Saturdays in any event and has attracted people to those premises for many years without incident. It is a simple fact, therefore, that people will be attracted to this premises in any event because it is open and will be able to sit down and have a meal and there could be up to 80 people, albeit rare, sitting down until 04:00 hours. If anything, in these circumstances the ability to offer takeaway food during these hours would comply more with the concerns set out in the Licensing Policy Statement by ensuring that those individuals buy their food and move on swiftly from the area to Tottenham Court Road tube station or Oxford Circus tube station, where on Friday and Saturday evenings there is a 24-hour service.

If there is a concern expressed that customers will be dropping Chopstix litter over the street then we would submit that there has been no such issue with Chopstix litter over all the years and that



there has been no breach of the cleaning conditions set out on the Licence during the hours when takeaway is permitted up until 23:00 hours. However, if it is felt of concern then the operators undertake, and it may be added as a condition, to instruct a street patrol to ensure that there is no Chopstix litter left on the streets during the hours between 23:00 hours and 04:00.

Paragraph 2.5.19 of the Policy indicates that the Police raised concerns about the levels crime and disorder happening outside fast-food premises late at night due to alcohol-fuelled behaviour and the opportunities for crime afforded by the congregation of people. However, in this respect, we would again submit that these premises, notwithstanding that they have been open until 04:00 hours for many years, have not experienced any such crime and disorder. The addition of takeaway between 23:00 hours and 04:00 hours, it is submitted, cannot add to crime and disorder because people have been congregating inside the premises for many years without such disorder.

Paragraph 2.5.20 refers to problems caused by the "attraction" and "retention" of people by late-night premises mitigating against their rapid dispersal from the stress area.

However, we would submit that the current Licence, because it disallows takeaway between these hours, permits the retention of people in the area by allowing customers to sit down and consume a meal which they are able to do until the premises closes. The ability to provide takeaway during these hours would ensure that people, in fact, disperse earlier rather than remain in the premises and the provision of late-night tube services allows them to do this.

Door staff are situated within the premises and ensure that no rowdiness occurs and will ensure that people depart swiftly without congregating outside the premises.

The premises also has an area where people can remain inside whilst waiting for their food prepared, rather than out on the street. The necessity of dispersal is therefore assisted by this application.

It is our submission, in all the circumstances, that exceptional circumstances arise in this matter in order to allow a variation of a condition under an existing Premises Licence. The premises already operate until 04:00 hours in any event and currently have to retain customers, up to a total of 80, within the building. This does not allow for the swift departure that the Licensing Policy Statement seeks albeit that there are no problems associated with the premises in any event. The permission to allow takeaway during the extra hours requested only on Fridays and Saturdays actually facilitates the Policy.

Furthermore, as we have pointed out above in respect of street cleanliness, there have been no complaints made in respect of litter and other paraphernalia on the streets or food product. The streets immediately outside in the vicinity are cleaned regularly and patrols ensure that there is no litter left on the street. The operator is happy to have a further condition attached to the Licence which provides for a street patrol during the hours requested to ensure there is no such litter left on the street. This has not been a problem with regard to Chopstix over the years and there is no reason and there is no reason why it should be a problem between 23:00 hours and 04:00 hours.



Chopstix is now a well-established operation in London and in other cities around the United Kingdom and has 78 outlets currently operating. It has other outlets operating in Europe. We have attached with this Licensing Statement a copy of the Chopstix media pack which sets out the history of the operation and the premises it runs as well as a copy of the staff handbook and the current plan layout of the premises.

In all the circumstances, we would be grateful if the Licensing Subcommittee grant this application in line with the application requested. If there still remains a concern notwithstanding the above comments, it may be that the Committee would wish to allow the variation in the condition for a period of 12 months to see how it operates, with a requirement that before that period ends the licence-holder will need to submit a new application for a permanent amendment to the licence.

We would be grateful if the Committee could kindly read this Licensing Statement and the accompanying evidence (statements of policy and press pack) into the record of proceedings as it is submitted in order to save valuable time at the Hearing.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Gareth Hughes', with a horizontal line underneath it.

Gareth Hughes
Barrister and Consultant
Keystone Law



Licence & Appeal History

Application	Details of Application	Date Determined	Decision
07/08646/LIPN	New premises licence application	22/11/2007	Granted at LSC
11/05151/LIPT	Transfer of premises licence	06/09/2011	Granted under delegated authority
12/01891/LIPVM	Minor variation to amend the plans attached to the premises licence so as to include a small bureau de change booth.	04/04/2012	Granted under delegated authority
12/03936/LIPV	Variation application to remove condition 11:- No hot takeaway food to be served after 23:00.	02/07/2012	Application withdrawn
12/07946/LIPT	Transfer of premises licence	02/10/2012	Granted under delegated authority
13/00053/LIPT	Transfer of premises licence	30/01/2013	Granted under delegated authority
14/03158/LIPVM	Minor variation application to amend the plans attached to the premises licence so as to include a small food servery booth, currently selling donuts. This area was previously used for a bureau de change booth.	09/05/2014	Granted under delegated authority
17/02801/LIPVM	Minor variation to amend the plans attached to the Premises Licence following refurbishment of the premises including	30/03/2017	Granted under delegated authority

	the repositioning of a food servery counter.		
17/02807/LIPCH	Change of Applicant's registered address	30/03/2017	Granted under delegated authority
18/00520/LIPV	Current application		

There is no appeal history

Application	Date Determined	Decision
13/05392/LITENN	30/07/2013	Notice granted
13/05391/LITENN	06/08/2013	Notice granted
13/05386/LITENN	23/07/2013	Notice granted

CONDITIONS CONSISTENT WITH THE OPERATING SCHEDULE AND CONDITIONS PROPOSED BY A PARTY TO THE HEARING

When determining an application for a new premises licence under the provisions of the Licensing Act 2003, the licensing authority must, unless it decides to reject the application, grant the licence subject to the conditions which are indicated as mandatory in this schedule.

At a hearing the licensing authority may, in addition, and having regard to any representations received, grant the licence subject to such conditions which are consistent with the operating schedule submitted by the applicant as part of their application, or alter or omit these conditions, or add any new condition to such extent as the licensing authority considers appropriate for the promotion of the licensing objectives.

This schedule lists those conditions which are consistent with the operating schedule, or proposed as appropriate for the promotion of the licensing objectives by a responsible authority or an interested party as indicated. These conditions have not been submitted by the licensing service but reflect the positions of the applicant, responsible authority or interested party and have not necessarily been agreed

Conditions: On Current Licence -

Mandatory:

1. No supply of alcohol may be made at a time when there is no designated premises supervisor in respect of this licence.
2. No supply of alcohol may be made at a time when the designated premises supervisor does not hold a personal licence or the personal licence is suspended.
3. Every supply of alcohol under this licence must be made or authorised by a person who holds a personal licence.
4.
 - (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
 - (2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises—
 - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to;
 - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
 - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);

- (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
 - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
 - (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
 - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).
5. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
6. (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
- (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—
- (a) a holographic mark, or
 - (b) an ultraviolet feature.
7. The responsible person must ensure that—
- (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures—
 - (i) beer or cider: ½ pint;
 - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
 - (iii) still wine in a glass: 125 ml;

- (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
- (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

A responsible person in relation to a licensed premises means the holder of the premise licence in respect of the premises, the designated premises supervisor (if any) or any individual aged 18 or over who is authorised by either the licence holder or designated premises supervisor. For premises with a club premises certificate, any member or officer of the club present on the premises in a capacity that which enables him to prevent the supply of alcohol.

8(i) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

8(ii) For the purposes of the condition set out in paragraph 8(i) above -

- (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
- (b) "permitted price" is the price found by applying the formula -

$$P = D + (D \times V)$$

Where -

- (i) P is the permitted price,
 - (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
 - (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -
- (i) the holder of the premises licence,
 - (ii) the designated premises supervisor (if any) in respect of such a licence, or
 - (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- (d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

- (e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.
- 8(iii). Where the permitted price given by Paragraph 8(ii)(b) above would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.
- 8(iv). (1) Sub-paragraph 8(iv)(2) below applies where the permitted price given by Paragraph 8(ii)(b) above on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.
- (2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Annex 2 – Conditions consistent with the operating Schedule

None

Annex 3 – Conditions attached after a hearing by the licensing authority

1. Customers will be informed that no intoxicating liquor shall be permitted on the premises.
2. A sign will be displayed in a clear and prominent position informing customers that CCTV camera's are in operation at the premises.
3. Staff only signs will be clearly marked where the public are not permitted to enter on the premises.
4. The licensee will ensure that Customers who create Public Nuisance or cause disorder on the premises will be asked to leave.
5. The number of persons accommodated at the premises at any one time shall not exceed 80 (excluding staff).
6. The premises will install and maintain a comprehensive CCTV system to the satisfaction of the Metropolitan Police Crime Prevention Officer that ensures all areas of the licensed premises are monitored including all entry and exit points and which enable frontal identification of every person entering in any light condition. All cameras shall continually record whilst the premises are open to the public and the recordings shall be kept available for a minimum of 31 days with time and date stamping. Recordings shall be made available to an authorised officer or a police officer together with facilities for viewing throughout the preceding 31 day period.
7. Food and Beverages shall only be consumed within the premises at the tables provided and not at those accommodated by Computer or other electrical equipment.

8. The pavement from the building line to the kerb edge immediately outside the premises, including gutter/channel at its junction with the kerb edge, is swept and or washed, and litter and sweepings collected and stored in accordance with the approved refuse storage arrangements.
9. The highway and public spaces in the vicinity of the premises are kept free of litter from the premises at all material times to the satisfaction of the Council.
10. All waste is to be properly presented and placed out for collection no earlier than 30 minutes before the scheduled collection times.
11. No hot takeaway food to be served after 23:00.

Proposed amendment is to amend the wording of Condition 11 so as to read

11. **“No hot takeaway food to be served after 23:00 on Sunday to Thursday”.**



City of Westminster

64 Victoria Street, London, SW1E 6QP

Schedule 12
Part A

WARD: West End
UPRN: 010033553928

Premises licence

Regulation 33, 34

Premises licence number:

17/02807/LIPCH

Original Reference:

07/08646/LIPN

Part 1 – Premises details

Postal address of premises:

China Express
Basement And Ground Floor
29 - 31 Oxford Street
London
W1D 2DR

Telephone Number: Not Supplied

Where the licence is time limited, the dates:

Not applicable

Licensable activities authorised by the licence:

Late Night Refreshment

The times the licence authorises the carrying out of licensable activities:

Late Night Refreshment

Sunday to Thursday:

23:00 to 01:00 (Subject to condition11)

Friday to Saturday:

23:00 to 04:00 (Subject to condition11)

The opening hours of the premises:

Sunday to Thursday:

10:00 to 01:00

Friday to Saturday:

10:00 to 04:00

Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:

N/A

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence:

144A Golders Green Road

London
England
NW11 8HB

Registered number of holder, for example company number, charity number (where applicable)

04363411

Name, address and telephone number of designated premises supervisor where the premises licence authorises the supply of alcohol:

N/A

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol:

N/A

Date: _____ 30.03.2017 _____

This licence has been authorised by David Sycamore on behalf of the Operational Director - Premises Management.

Annex 1 – Mandatory conditions

None



Annex 2 – Conditions consistent with the operating Schedule

None



Annex 3 – Conditions attached after a hearing by the licensing authority

1. Customers will be informed that no intoxicating liquor shall be permitted on the premises.
 2. A sign will be displayed in a clear and prominent position informing customers that CCTV camera's are in operation at the premises.
 3. Staff only signs will be clearly marked where the public are not permitted to enter on the premises.
 4. The licensee will ensure that Customers who create Public Nuisance or cause disorder on the premises will be asked to leave.
 5. The number of persons accommodated at the premises at any one time shall not exceed 80 (excluding staff).
 6. The premises will install and maintain a comprehensive CCTV system to the satisfaction of the Metropolitan Police Crime Prevention Officer that ensures all areas of the licensed premises are monitored including all entry and exit points and which enable frontal identification of every person entering in any light condition. All cameras shall continually record whilst the premises are open to the public and the recordings shall be kept available for a minimum of 31 days with time and date stamping. Recordings shall be made available to an authorised officer or a police officer together with facilities for viewing throughout the preceding 31 day period.
 7. Food and Beverages shall only be consumed within the premises at the tables provided and not at those accommodated by Computer or other electrical equipment.
 8. The pavement from the building line to the kerb edge immediately outside the premises, including gutter/channel at its junction with the kerb edge, is swept and or washed, and litter and sweepings collected and stored in accordance with the approved refuse storage arrangements.
 9. The highway and public spaces in the vicinity of the premises are kept free of litter from the premises at all material times to the satisfaction of the Council.
 10. All waste is to be properly presented and placed out for collection no earlier than 30 minutes before the scheduled collection times.
 11. No hot takeaway food to be served after 23:00.
-

Annex 4 – Plans

Attached





City of Westminster
64 Victoria Street, London, SW1E 6QP

Schedule 12
Part B

WARD: West End
UPRN: 010033553928

Premises licence
summary

Regulation 33, 34

Premises licence number:

17/02807/LIPCH

Part 1 – Premises details

Postal address of premises:

China Express
Basement And Ground Floor
29 - 31 Oxford Street
London
W1D 2DR

Telephone Number: Not Supplied

Where the licence is time limited, the dates:

Not applicable

Licensable activities authorised by the licence:

Late Night Refreshment

The times the licence authorises the carrying out of licensable activities:

Late Night Refreshment

Sunday to Thursday:	23:00 to 01:00 (Subject to condition11)
Friday to Saturday:	23:00 to 04:00 (Subject to condition11)

The opening hours of the premises:

Sunday to Thursday:	10:00 to 01:00
Friday to Saturday:	10:00 to 04:00

Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:

N/A

Name and (registered) address of holder of premises licence:

Property Sales And Management Ltd
144A Golders Green Road
London

England
NW11 8HB

Registered number of holder, for example company number, charity number (where applicable)

04363411

Name of designated premises supervisor where the premises licence authorises for the supply of alcohol:

N/A

State whether access to the premises by children is restricted or prohibited:

N/A

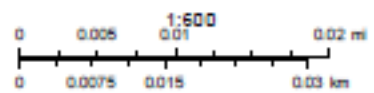
Date: _____30.03.2017_____

This licence has been authorised by David Sycamore on behalf of the Operational Director - Premises Management.

Chopstix - Basement And Ground Floor, 29 - 31 Oxford Street



March 12, 2018



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Resident count: 11

DISTANCE	OBJECTID	Licence Number	Trading Name	Address	Premises Type	Time Period
1.21954212	35518	17/02807/LIPCH	China Express	Basement And Ground Floor 29 - 31 Oxford Street London W1D 2DR	Takeaway food outlet	Friday to Saturday; 10:00 - 04:00 Sunday to Thursday; 10:00 - 01:00