



# EMPLOYEE HANDBOOK

VERSION 11

This employee handbook was prepared and is updated by **CoLaw Ltd** for **Basic Thinking Ltd**



# **CONTENTS**

<b>INTRODUCTION .....</b>	<b>4</b>
<b>GENERAL RULES FOR ALL EMPLOYEES .....</b>	<b>5</b>
<b>HOURS OF WORK .....</b>	<b>5</b>
<b>PAY .....</b>	<b>5</b>
<b>RIGHT OF SEARCH .....</b>	<b>5</b>
<b>PROPERTY .....</b>	<b>5</b>
Company Property and Equipment .....	5
Employees' Property .....	6
Lost Property .....	6
<b>PERSONAL RECORDS.....</b>	<b>6</b>
<b>CLOSED CIRCUIT TELEVISION (CCTV).....</b>	<b>7</b>
<b>VISITORS, MEETINGS AND FUNCTIONS.....</b>	<b>7</b>
<b>LEAVE AND TIME OFF .....</b>	<b>7</b>
Annual Leave .....	7
Holiday Accrual Whilst on Long-Term Absence .....	8
Bank and Public Holidays .....	8
Authorisation .....	8
Payment for Holidays.....	9
Carrying Forward Leave .....	9
Entitlement in the Year You Either Join or Leave the Company.....	9
Medical Suspension and Accrued Holidays .....	9
Sickness Whilst on Holiday.....	10
Compassionate Leave .....	10
Jury Service and Attendance at Court .....	10
Armed Services Volunteer Reserves (Including Army Reserve) .....	11
Public Service.....	11
Time Off for Accompanying a Worker at a Disciplinary or Grievance Hearing.....	11
Time Off for Dealing with a Family Emergency .....	11
Adverse Weather and Public Transport Disruptions.....	11
Religious Holidays .....	12
Dental, Doctor and Hospital Appointments .....	12
<b>HEALTH AND SAFETY RELATED .....</b>	<b>12</b>
First Aid .....	12
Fire and Evacuation.....	12
Smoking .....	13
Parking.....	13
<b>COMMUNICATIONS.....</b>	<b>13</b>
Personal Mobile Phones.....	13
Company Mobile Phones.....	13
Instant Messaging Harassment .....	14
Landlines .....	14
Other .....	14
<b>GAMBLING.....</b>	<b>15</b>
<b>PERSONAL APPEARANCE .....</b>	<b>15</b>
<b>PERSONAL RELATIONSHIPS AT WORK.....</b>	<b>15</b>
<b>KEYS AND ALARM/ACCESS CODES.....</b>	<b>15</b>

<b>SUGGESTIONS</b> .....	<b>16</b>
<b>GIFTS AND BRIBERY</b> .....	<b>16</b>
<b>DRIVING RELATED</b> .....	<b>17</b>
Authorisation .....	17
Licences and Insurance .....	17
Health and Safety Driving Related Matters .....	17
Fines, Congestion Charge Penalty and Associated Costs .....	18
Security .....	18
Rules for Use of Company Vehicles for Work and Private .....	18
<b>POLICIES AND PROCEDURES</b> .....	<b>19</b>
<b>ABSENCE POLICY</b> .....	<b>19</b>
<b>ANTI-BRIBERY AND CORRUPTION POLICY</b> .....	<b>26</b>
<b>ANTI-SLAVERY POLICY</b> .....	<b>29</b>
<b>CAPABILITY POLICY</b> .....	<b>33</b>
<b>CHILD LABOUR POLICY</b> .....	<b>39</b>
<b>DATA PROTECTION POLICY</b> .....	<b>42</b>
<b>DISCIPLINARY AND DISMISSAL POLICY</b> .....	<b>57</b>
<b>EQUALITY POLICY</b> .....	<b>65</b>
<b>FAMILY FRIENDLY POLICIES</b> .....	<b>68</b>
<b>GRIEVANCE POLICY</b> .....	<b>95</b>
<b>HARASSMENT AND BULLYING POLICY</b> .....	<b>97</b>
<b>HUMAN RIGHTS POLICY</b> .....	<b>101</b>
<b>INTERNET, EMAIL AND COMMUNICATIONS POLICY</b> .....	<b>103</b>
<b>SOCIAL MEDIA POLICY</b> .....	<b>110</b>
<b>STRESS AND MENTAL HEALTH POLICY</b> .....	<b>114</b>
<b>SUBSTANCE ABUSE POLICY</b> .....	<b>118</b>
<b>WHISTLEBLOWING POLICY</b> .....	<b>120</b>

## **INTRODUCTION**

Welcome to Basic Thinking Ltd (referred to hereafter as the 'company'). We hope that you will enjoy a long and rewarding career with us and will find your job both challenging and enjoyable.

This employee handbook contains our rules, policies and procedures which enable us to operate smoothly. It illustrates our intention to treat all employees fairly and consistently and to follow the law alongside best practice.

You are responsible for adhering to and keeping up-to-date with the contents of this handbook and you are encouraged to refer to it during your employment with us. If a particular point is not covered or you do not understand any part then you should, in the first instance, consult your line manager. All references to entitlements for full-time employees will be pro-rata for part-time employees.

Copies of this employee handbook are available in the accounts department and on our internal computer network.

The employee handbook is entirely non-contractual. Your contractual terms and conditions can be found in:

- Formal documentation issued from time-to-time, such as an offer letter or an amendment to terms and conditions letter.
- Your written statement of employment particulars.

We reserve the right to vary the contents of this employee handbook without reference to you. This shall include the right to reflect legislative or other employment law developments and we may make minor, non-fundamental or procedural changes for reasons relating to business needs.

## **GENERAL RULES FOR ALL EMPLOYEES**

### **HOURS OF WORK**

Actual hours of work will vary according to the operational needs of the business and your particular job/location, which may require you to work the hours necessary to complete the job.

### **PAY**

Details relating to rates of pay are outlined in your offer letter, statement of employment particulars and other formal documentation issued from time-to-time.

In each pay reference period you will receive a detailed pay slip itemising your gross pay, any deductions and the net amount to be paid.

You should immediately notify payroll in writing of any changes to your bank account details.

### **RIGHT OF SEARCH**

We reserve the right to inspect the personal effects, staff lockers, and/or vehicles of employees and to carry out searches on employees at any time. You will be required at such times to make yourself and your personal effects available for inspection on request.

Searches may only be carried out on our property by a senior member of management and for personal effects searches someone senior who is of the same gender. Anyone who is asked to undergo a search may have a colleague present.

If you are found in the unauthorised possession of any company property or goods and you are unable to provide a satisfactory explanation to management as to how such items came into your possession, you may be suspended on full pay pending an investigation.

Consent to any such search will always be sought, however, should you fail to agree to such a request the police may be called to assist in the search. You will also be considered to be in breach of contract, which may result in disciplinary action up to and including dismissal.

### **PROPERTY**

#### **Company Property and Equipment**

All correspondence, documents, papers, notes, customer contacts or records (individually held or in list form); (including any of the aforementioned contained in electronic or other data storage) and where applicable: company clothing, safety equipment, general tools and equipment relating to your job, keys, company credit cards, company mobile phones, company laptops and other electronic devices, DVD's/videos/tapes or any other property belonging to us or our customers and/or clients, concerning our business or any of our suppliers, agents, distributors, or customers/clients which shall be acquired, received or made by you during the course of your employment shall be our property. This list is not exhaustive.

If you are issued with property belonging to the company, it is your responsibility to ensure that the property is kept in good condition and properly maintained. We reserve the right to seek reimbursement from you for any loss suffered if through negligent action or deliberate misuse the property is lost or damaged other than by fair wear and tear.

- (a) You should familiarise yourself with and follow the recommended operating instructions, especially regarding safety, when using all equipment. If a fault develops with any equipment you must report it to ourselves and we will call the appropriate person to service it.
- (b) You must not borrow, lend, damage, destroy, copy or remove any item of property from our premises without management authorisation or become involved in the frivolous use of machinery or equipment or do anything which could endanger your safety or of others.
- (c) Regardless of the reason for termination of employment, on or before the last working day prior to the termination, you must return any company property in your possession or under your control. You must not allow items to be used by anyone else before returning nor make or retain any copies of it.
- (d) If you do not observe these rules, you may be liable to disciplinary action up to and including dismissal.

### **Employees' Property**

We cannot accept liability for loss or damage to your property brought on to our premises. This also applies to private vehicles left in our car park or parked outside our premises. Items of high value or high personal value should not be brought to your place of work. If, however, this is unavoidable you should seek our guidance.

### **Lost Property**

Any lost property should be reported as soon as possible. All lost property or cash found on our premises must be handed immediately to your line manager.

## **PERSONAL RECORDS**

You must inform us as soon as possible of any change to personal details to enable up-to-date records to be maintained:

- Your name, address and telephone number.
- Your marital status.
- Your family (birth of children etc).
- Name, address and phone number of your emergency contact.
- Bank details.
- Driving licence (where applicable).
- Professional and educational qualifications.
- Income tax code.

You may, from time-to-time, be required to verify the contents of your personal details held by us.

Under no circumstances must you make a false entry on any work record. If you do, you will be liable to disciplinary action up to and including dismissal.

### **CLOSED CIRCUIT TELEVISION (CCTV)**

Whilst on the premises, we may record your personal data by way of moving image on closed circuit television (CCTV).

The purpose of a CCTV system may include but is not limited to:

- assist in the prevention or detection of crime or equivalent malpractice;
- assist in the identification and prosecution of offenders;
- monitor the security of our business premises;
- ensure that health and safety rules and our procedures are being complied with;
- assist with the identification of unauthorised actions, inappropriate conduct or unsafe working practices that might result in disciplinary proceedings being instituted against employees and to assist in providing relevant evidence in disciplinary proceedings; and
- promote productivity and efficiency.

Cameras will be located at strategic points throughout our business premises, principally at the entrance and exit points. We will position the cameras so that they only cover communal or public areas on our premises. Appropriate signs will be prominently displayed enabling employees, clients, customers and visitors to be aware they are entering a CCTV covered zone.

No CCTV camera will focus on toilets, changing rooms or private offices.

Covert recording will only occur if there is cause to suspect criminal activity or equivalent malpractice and, when making individuals aware that recording is taking place, would seriously prejudice its prevention or detection. We will undertake an impact assessment before initiating covert recording.

Footage obtained from CCTV will be kept for a reasonable time in accordance with data protection legislation.

We reserve the right to extend the current level of monitoring by CCTV to further improve security.

### **VISITORS, MEETINGS AND FUNCTIONS**

Visitors are not allowed onto our premises without the permission of management. For reasons of safety and security, visitors, contractors and other persons not employed by us must be signed in and out. Visitors are not allowed to walk around the premises unaccompanied under any circumstances.

### **LEAVE AND TIME OFF**

#### **Annual Leave**

The holiday leave year runs from the period 1<sup>st</sup> January to 31<sup>st</sup> December each year.

If you work full-time your annual holiday entitlement for a full holiday year is 28 days or 5.6 weeks (inclusive of bank/public holidays).

If you work part-time you are entitled to at least 5.6 weeks paid holiday in proportion to the hours you work ('pro-rata'). This is worked out by the number of days you work per week being multiplied by 5.6 weeks, e.g. 3 x 5.6 = 16.8 days annual leave.

Where your written statement of employment particulars identify that annual holiday entitlement will increase after completing the appropriate years of service (see table below), additional days holiday will be applied at the start of the next holiday leave period, i.e. the following January after your anniversary.

1 year completed service	1 extra day	29 days total	5.8 weeks leave
2 years completed service	1 extra day	30 days total	6 weeks leave
3 years completed service	1 extra day	31 days total	6.2 weeks leave
4 years completed service	1 extra day	32 days total	6.4 weeks leave
5 years completed service	1 extra day	33 days total	6.6 weeks leave

Part-time employees are entitled to the same proportionate service increase on a pro-rata basis.

We may designate, at our discretion, part or all of your holiday leave period and/or may close for designated periods during the year. Annually we will nominate days over the Christmas period, and details of these and any other nominated days will normally be given to you each year by 1<sup>st</sup> January. Days allocated for any closure including at Christmas and on a bank or public holiday (where applicable) will automatically be deducted from your annual holiday entitlement.

### **Holiday Accrual Whilst on Long-Term Absence**

You are encouraged to take your accrued paid holiday entitlement whilst on long-term sick, where possible, by the end of our annual leave year. During any period of long-term absence that extends into another annual leave year, regardless of your contractual holiday entitlement, annual leave for the period of absence during the preceding leave year will accrue at the statutory minimum of 4 weeks per year.

### **Bank and Public Holidays**

Where bank and public holidays are classed as non-working days and we are closed, your annual holiday entitlement includes an allocation for bank and public holidays and these days will be deducted from your annual holiday entitlement.

### **Authorisation**

Holidays must be taken at such times as may be convenient to ourselves. Before any holiday arrangements are booked authorisation must be sought. All requests for annual leave should be made in accordance with the following rules:

- All holidays must be authorised by your department head to ensure your dates are mutually convenient and minimum staffing levels are maintained departmentally.
- Holiday periods must be agreed one month in advance for holidays of two or more working days, and one week in advance for periods of less than two



working days, except in extenuating circumstances and if authorised by the managing director.

- All holiday request forms must be submitted to your department head in advance.

### **Payment for Holidays**

Your statement of employment particulars identifies your terms and conditions relating to holiday pay.

### **Carrying Forward Leave**

If you do not take your holiday entitlement in any holiday year, the balance will not be carried forward to the next holiday year and the entitlement lost. No payment in lieu of holiday entitlement will be made except on leaving.

### **Entitlement in the Year You Either Join or Leave the Company**

During the year that you join and leave us, your holiday entitlement will be calculated on the following basis:

- **In the year that you join us:**  
The number of complete weeks remaining in the holiday year will be divided by 52 (weeks) then multiplied by 5.6\* (weeks). To calculate this in days, you multiply the answer by the number of days you normally work (max. 5 days).
- **In the year that you leave employment:**  
The number of complete weeks worked in that holiday year will be divided by 52 (weeks) then multiplied by 5.6\* (weeks). To calculate this in days, you multiply the answer by the number of days you normally work (max. 5 days).

\*NB. Where you have increased service entitlement this figure is increased accordingly.

### **Upon Leaving the Company**

We reserve the right to require you to take any unused holiday during your notice period or to refuse to grant you leave during your notice period. Alternatively, you will be entitled to receive pay in lieu of outstanding holiday entitlement or be required to repay to us pay received in respect of excess holiday taken.

Accrued holiday entitlement (over and above the statutory entitlement specified in the working time regulations as amended) will be forfeited where you are summarily dismissed or fail to provide contractual notice.

### **Medical Suspension and Accrued Holidays**

In circumstances where consultations have taken place and a decision has been taken by us on health and safety grounds that you are to be (medically) suspended on full pay, you will be required to use accrued paid holidays as part of the period of medical suspension.

### Sickness Whilst on Holiday

In circumstances where you are incapacitated for work due to sickness or injury during any period of pre-booked annual leave (whether in whole or in part) you should refer to the rules and details contained within the absence policy.

### Compassionate Leave

Compassionate leave allows for reasonable time off work at the time of the death of an immediate family member. All requests for compassionate leave will be considered on an individual basis and will relate to time off to attend a funeral and/or deal with administrative matters relating to the death. Time off for your personal illness relating to any bereavement will be classed as sickness absence and not compassionate leave and the notification procedures in the absence policy should be followed.

The following will be regarded as an immediate family member:

Mother	Sister	Stepmother	Grandparent
Father	Brother	Stepfather	Partner (Civil or Married)
Wife	Daughter	Stepdaughter	
Husband	Son	Stepson	

In the event of the death of an immediate family member as defined above, you may be entitled to take up to two days unpaid leave. The amount of compassionate leave will be authorised entirely at our discretion and will be pro-rata for part-time employees.

Wherever possible, compassionate leave should be approved by ourselves but clearly there will be circumstances where this may need to be approved retrospectively. A special leave form should be completed and authorised by your line manager.

Making a fraudulent claim for compassionate leave or failure to return from compassionate leave and report for work on the date of return, without reasonable explanation, will be considered a disciplinary offence and will be dealt with in accordance with our disciplinary procedure.

Subject to your statutory right to time off to deal with a family emergency, we expect you to use your paid annual leave entitlement for time off needed to care for a sick relative or friend.

### Jury Service and Attendance at Court

If you are required to undertake jury service or have received a court summons you must inform us on receipt of the notification and provide a copy of the notice/summons at the earliest opportunity. We will allow reasonable unpaid time off for such attendance.

There is no contractual or statutory right to be paid for this time off. If you are to attend either as a witness or for jury service, the maximum daily "loss of earnings" allowance should be claimed. You will be given a claim form from the court which should be passed to us so that your daily rate of pay can be inserted.

If you are to attend as a defendant you must inform us. Normally, you will be required to cover your attendance at court using your holiday entitlement.

You will be required to report for work on any day where there are four or more working hours remaining after you have been released by the court.

### **Armed Services Volunteer Reserves (Including Army Reserve)**

If you are a member of the Armed Services Volunteer Reserves and wish to attend annual training, you may be granted unpaid leave at our discretion.

### **Public Service**

If you are a justice of the peace, a statutory tribunal member or a member of certain public bodies (e.g. a councillor) you are entitled to reasonable unpaid time off to carry out the necessary duties.

You are required to discuss any applications you may wish to make to become a justice of the peace or other public bodies with ourselves prior to making such an application.

### **Time Off for Accompanying a Worker at a Disciplinary or Grievance Hearing**

You are entitled to reasonable paid time off during working hours to accompany a fellow worker at a disciplinary or grievance hearing under the provisions of our discipline and grievance policies.

### **Time Off for Dealing with a Family Emergency**

Where you have informed your line manager and gained approval, you are permitted to take a reasonable amount of unpaid time off as agreed to deal with a family emergency or an incident involving a dependant such as:

- To provide assistance when a dependant falls ill, gives birth or is injured or assaulted.
- To arrange for the care of a dependant who is ill or injured.
- Following the death of a dependant.
- The arrangements for the care of a dependant changing or coming to an end unexpectedly.
- To deal with an incident which involves your child, and which happens unexpectedly while they are at school or at another educational establishment.

A dependant is defined as your wife, husband, child, parent or someone who lives in the same household as you but who is not your employee, tenant, lodger or boarder. This also includes any person who reasonably relies on you for assistance with care.

### **Adverse Weather and Public Transport Disruptions**

You are expected to make every effort to attend work at your expected start time even on occasions where there are severe weather disruptions or public transport disruptions.

Where you expect to be delayed you should, where safe and possible to do so, contact your line manager at the earliest opportunity. It will normally be expected that you make up any time lost on that same day or as soon as reasonably practicable.

If you cannot get to work because of bad weather or travel disruption you must inform your line manager as soon as possible and in line with the absence notification procedure. Any time off will be unpaid, or time may be exchanged for paid holiday. In some circumstances home working may be possible, where this is the case you must gain authorisation and approval from your line manager in advance.

If we anticipate travel disruptions or severe changes in weather conditions during the working day, a member of management may, at their absolute discretion, allow you to leave work early in order to travel home.

### **Religious Holidays**

Time off for attendance at festivals for the religious observance of your faith may only be taken by agreement with ourselves and will make every effort to grant a reasonable request. You may request to take holiday using your holiday entitlement, or alternatively, we will consider granting unpaid leave.

### **Dental, Doctor and Hospital Appointments**

We recognise that you will from time-to-time need to attend medical, hospital, dental and similar appointments. You are expected to arrange appointments outside of your working hours wherever possible. If this is not possible, appointments should be made at the start or end of your working day. You should then produce an appropriate appointment card or letter to your line manager in advance. We may allow time off for the appointment, but this would be without pay.

## **HEALTH AND SAFETY RELATED**

Where you are working at another site you should ensure that you are fully aware of all first aid, health and safety, fire precautions and evacuation procedures that apply there.

### **First Aid**

Whilst on our premises in the event of an accident or emergency requiring first aid, please contact a first aider as listed on the notice board. Qualified first aiders possess first aid at work certificates in accordance with Health and Safety (First Aid) Regulations 1981.

First aid boxes are held by first aiders and can be found at such locations as notified on the notice board. You should become familiar with the location of the closest first aid box to your work area.

### **Fire and Evacuation**

You are expected to assist in the elimination of fire risks and are required to accept any instructions as considered necessary to ensure the correct use of firefighting appliances. We will arrange any such training.

It is your responsibility to be aware of and act in accordance with any training that we provide regarding the fire evacuation drill and the location of emergency exits. Test evacuations will be carried out from time-to-time. Should you discover a fire you must act in accordance with the fire evacuation procedure issued from time-to-time and those that are contained in our separate health and safety policy documentation.

## **Smoking**

Smoking is prohibited on our premises, except in designated external smoking areas and is restricted to your official break time. Whilst working on a client's premises their rules relating to smoking must be followed. If you are found to have contravened this you will be subject to disciplinary proceedings. If you do not comply with smoke-free legislation you may also be liable to criminal prosecution and a fixed penalty fine which you must personally pay.

NB. Smoking prohibition also applies to electronic and e-cigarettes.

Please refer to the driving related rules regarding no smoking in company vehicles or any vehicle being driven on company business if you are transporting another employee.

## **Parking**

If you travel to work by bicycle, motorbike or car etc, you must park in our designated parking area. All such vehicles are parked at your sole risk and we accept no liability whatsoever for the vehicle or its contents.

## **COMMUNICATIONS**

Failure to observe the following will lead to disciplinary action:

### **Personal Mobile Phones**

Personal mobile phones must be switched off during working time. Access to the internet for personal activities via a hand-held device such as a mobile phone, in contracted hours, is prohibited.

If you drive any vehicle on company business you should be aware of the restrictions on the use of personal or company mobile phones contained in the driving related rules.

### **Company Mobile Phones**

Any company mobile phone provided will remain our property and must be returned to us upon termination of employment. Should the mobile phone not be returned or be returned in an unsatisfactory condition, the cost of repair or replacement or a proportionate amount for this as decided by ourselves, will be deducted from any final monies owing to you or we will otherwise be reimbursed by you.

You are responsible for the safekeeping and condition of the mobile phone and will be responsible for any costs of repair or replacement (other than fair wear and tear). However, we will arrange for any repair or replacement. If the mobile phone is lost or stolen, we must be contacted immediately to cancel the number.

It is your responsibility to ensure that the mobile phone is kept charged and switched on whilst on duty.

Personal calls on company mobiles during working hours should be confined to official break times or emergency situations. If it is deemed that personal calls are exceeding an acceptable level we reserve the right to deduct those costs, either through

deduction from pay or otherwise as agreed. Our disciplinary procedure may be initiated against you if such use is deemed excessive.

If your role requires you to access the internet on your company issued mobile phone for business activities this should be done responsibly. You are prohibited from posting any comments/information on the internet in a personal capacity from a company issued mobile phone during contracted hours. Excessive data charges will be treated as potential misuse of the company phone in accordance with the disciplinary policy and may also be subject to deductions from pay.

### **Instant Messaging Harassment**

You must be aware that the sending of text messages or digital images from any mobile phone could be deemed offensive and could lead to claims of harassment. If you feel that you have been a victim of this form of harassment, please refer to the harassment and dignity at work policy for guidance on the appropriate procedure to follow. If you are found to have used a mobile phone in such a way you will be subject to disciplinary action, which could include dismissal in line with the disciplinary policy.

### **Landlines**

Personal telephone calls must not be made from or received via company telephones or in our time without express permission from your line manager or in cases of emergency.

As a company that values its customers and employees you will be expected to answer the telephone in a manner that is polite, attentive and efficient.

### **Other**

Use of our photocopier for personal use, whether in our time or otherwise, is restricted and permission should be gained from your line manager.

Use of our email and internet facilities is governed by the information technology and email policy and the social media policy.

You must not post notices or distribute printed material unless you have been given permission to do.

With permission from your line manager, radios are allowed on our premises but must be removed if causing a nuisance to anyone or at our request.

Personal stereos, iPods, MP3 players or similar must not be worn or used during working hours.

Please note that not all premises are covered by a TV licence and so TV programmes should not be watched on any device which includes all iPlayer or BBC programmes, even if they are not streamed live and on mobile phones. Therefore, please ensure you are aware of whether your place of work has a TV licence before you access any programmes. You need to be covered by a TV licence to:

- watch or record live TV programmes on any channel; and
- download or watch any BBC programme on iPlayer; live, catch-up or on demand.

This applies to any service provider you use and any device including a TV, desktop computer, laptop, mobile phone, tablet, games console, digital box or DVD/VHS recorder.

### **GAMBLING**

Gambling and betting (excluding National Lottery syndicates) are not permitted on any part of our premises at any time. This extends to online betting and you are prohibited from using any company computer to bet online. Online betting is also covered in our separate information technology and email policy and social media policy.

### **PERSONAL APPEARANCE**

You are expected to be appropriately and tidily dressed with due regard to personal hygiene and cleanliness and of a satisfactory standard appropriate to your working environment. If your personal appearance is inappropriate and/or contrary to the rules set out in this paragraph or other documentation, we reserve the right to send you home without pay to change. Repeated failure to comply will result in disciplinary action.

If you are provided with a work place overall, uniform or protective clothing you must wear it when on company business. Failure to comply may result in disciplinary action being taken, up to and including dismissal.

For office based employees, the required dress code is smart casual and does include jeans.

### **PERSONAL RELATIONSHIPS AT WORK**

We recognise that you may form personal friendships or relationships with fellow workers, clients, suppliers or contractors. However, we must also ensure that you continue to behave in an appropriate, professional and responsible manner at work and that you continue to fulfil your job duties both diligently and effectively.

If we feel a friendship/relationship begins to affect your performance, conduct, attitude or judgement at work then your line manager or a director will speak to you.

If we feel that your performance or conduct is inappropriate or has failed to improve following counselling, then the matter will be dealt with under our disciplinary procedure.

### **KEYS AND ALARM/ACCESS CODES**

If you are a keyholder or are entrusted with keys and/or alarm/access codes, and/or security cards to our premises or property (e.g. vehicles or cupboards) you should ensure you maintain safe-keeping. Keys and key codes will be signed for. Care should be taken not to leave keys lying around or sharing codes with third-parties. In addition:

- never take or allow copies of keys, codes and/or security cards to be made, unless specifically instructed to do so by ourselves;
- never allow keys and/or security cards into anyone else's possession unless specifically instructed to do so by ourselves; and
- ensure that any such keys and/or security cards in your possession are handed back to us before you leave employment.

Failure to take reasonable care and follow these rules may result in disciplinary action up to and including dismissal.

### SUGGESTIONS

We welcome suggestions to improve our operation and profitability. If you have a good idea raise it with your line manager. Careful consideration will be given to any new suggestions.

### GIFTS AND BRIBERY

Bribery and corruption remain a major issue in world trade, despite the many dedicated efforts to prevent them. Our legal obligations are primarily governed by the Bribery Act 2010. Involvement in bribery and corruption exposes us and relevant individuals to a criminal offence. It may also damage our reputation and the confidence of our clients, customers, suppliers and business partners.

Our position is simple: we conduct ourselves to the highest legal and ethical standards. We will not be party to corruption or bribery in any form. Such acts would damage our reputation and expose us, and our employees and representatives, to the risk of fines and imprisonment.

We run with integrity and in an honest and ethical manner. All of us must work together to ensure that we remain untainted by bribery or corruption. Please refer to the anti-bribery and corruption policy for our full policy and note the following key points:

- (a) If you receive any gift from a customer, client, contractor or supplier, or any other third-party you must notify us, and we will decide whether the gift may be accepted.
- (b) If you have a personal or financial relationship with any supplier you must declare it in writing to us before any dealings take place.
- (c) You must not enter into any private purchasing agreements directly with any of our suppliers without the approval of the managing director.
- (d) If a supplier or contractor operates a 'reward scheme' which allows you to obtain further money off, free gifts or discount vouchers in return for ordering services or products on our behalf, then this should be notified to the managing director prior to such suppliers or contractors being used.
- (e) If a gift is anything other than a small token of appreciation having no substantial financial value, you may be required to return the gift to the sender with a polite letter thanking them and explaining that it is our policy that employees should not receive gifts.
- (f) If, in the opinion of the managing director, the gift might constitute a bribe or other inducement, you will be asked to pass the gift to the managing director who will return it to the sender with a suitable letter explaining our policy and asking the sender to comply with this policy in future.
- (g) Where there is a belief that there has been a failure to declare a gift or record receipt of a gift, it will result in us carrying out a formal investigation. You may be subject to disciplinary procedures and may face significant consequences including dismissal.



- (h) This approach does not apply to promotional gifts, i.e. items such as pens, calendars or stationery bearing the company name or logo of the organisation, if these have no significant financial value and if the receipt of these does not influence your choice.
- (i) We will routinely monitor compliance and will take disciplinary action for any actual or potential breaches. Where in doubt, please discuss with the managing director as soon as possible.

## **DRIVING RELATED**

### **Authorisation**

You may only drive a company vehicle if you have received prior authorisation from a member of management.

### **Licences and Insurance**

If you are required to drive any vehicle for work purposes you must have a valid driving licence which covers the category or group of vehicles to be driven, and when using your own vehicle insurance which permits business use.

Your licence will be checked upon joining us and may be reviewed periodically. In order to validate your driving licence details, it is a condition of your employment that you provide us, upon request, with permission and/or a check code to access your current driving licence details with the DVLA either online through the DVLA gov.uk portal or by telephone.

In the event your licence is withdrawn or becomes invalid or changed in any way (such as endorsements etc.) you must immediately advise your line manager. The failure to notify us to the loss of, or change to your licence, may result in disciplinary action up to and including dismissal.

Should you be prosecuted or convicted of a driving offence, which results in a period of disqualification, we will consider the availability of alternative roles or reasonable adjustments to duties. If this is not possible your continued employment may be at risk.

You are responsible for ensuring that you drive safely.

### **Health and Safety Driving Related Matters**

You are regarded to be driving if you are in charge of any vehicle with its engine running on a public road, even if the vehicle is stationary.

You will be liable to prosecution if you are holding a mobile telephone or any other type of hand-held device to send or receive any sort of data, be it voice, text or pictorial image.

You are prohibited from using a hand-held mobile phone whilst driving any vehicle on our behalf. All such mobile phones should be diverted to message taking whilst driving. Even where a hands-free unit is fitted to the vehicle being driven, only urgent calls should be made on the move. When receiving calls be as brief as possible, explain that you are driving and will return the call when safe to do so.

It is illegal to smoke within a company vehicle that is carrying or used by more than one person (regardless whether they are in the vehicle at the same time). We prohibit smoking in any company vehicle. Smoking prohibition also applies to electronic and e-cigarettes. Breach of this law and our rule will be considered a disciplinary offence. If you do not comply with smoke-free legislation you may also be liable to criminal prosecution and a fixed penalty fine for which you are personally responsible.

You must inform us immediately you are aware of any accidents or damage caused to a company vehicle under your control, regardless of fault, or any damage caused to any third-party or their property and shall provide full details and otherwise assist us in respect to this.

When using your own vehicle on company business you must ensure your vehicle is in a roadworthy condition, has a valid road fund licence MOT, where applicable, and is fully insured.

Your attention is drawn to our separate health and safety documentation regarding any work-related driving and the following:

- The consequence of alcohol and drug use;
- the effects of speed and traffic levels; and
- the effects of fatigue and stress.

### **Fines, Congestion Charge Penalty and Associated Costs**

If you receive a driving/parking related fine or congestion charge whilst driving any vehicle on our behalf you will be personally responsible for paying the full amount of any such fine, charge, penalty and/or associated administrative and legal fees.

Where such fines, penalties or costs are not paid, you authorises us to deduct the full amount direct from your pay at the earliest opportunity or last pay upon termination of employment. Please note, the standard congestion charge will be paid by us when on company business.

### **Security**

Reasonable care should be taken to ensure that all property/valuables and possessions are removed from any company vehicle that you are entrusted with when it is not being driven and is parked at any location. Avoid leaving keys near doors, open windows, or in a place where they can be seen easily.

### **Rules for Use of Company Vehicles for Work and Private**

If you are provided with a company vehicle during the course of your employment, and you are permitted to use that vehicle for private use, you will be taxed on this benefit as required by current regulations. This may include a scale charge for the vehicle use and a separate charge where fuel for private use is provided.

You are expected to ensure that regular servicing of your allocated vehicle is undertaken by our authorised supplier. Regular checking of oil, coolant and tyres must be carried out. The vehicle must be maintained in a clean condition inside and out. Additionally, you are held responsible for ensuring the vehicle is operating within legal requirements, i.e. a valid MOT covering brakes, tyres, exhaust etc.

## **POLICIES AND PROCEDURES**

### **ABSENCE POLICY**

#### **POLICY AND SCOPE**

The absence policy aims to encourage all employees to achieve and maintain a high level of attendance and punctuality. We understand that employees do become ill and need to be absent from work. This policy sets out the likely steps involved in managing sickness and attendance, but we may use a different procedure or take alternative steps as appropriate in individual cases.

#### **PRINCIPLES AND RESPONSIBILITIES**

The key principles of this policy are identified below:

- Attendance will be managed fairly, reasonably and in a consistent manner.
- Management of attendance will focus on an employee's level of absence and the reason or reasons for the absence.
- Persistent or unauthorised absence may result in disciplinary action.
- We will implement this policy in line with the principles of our equality policy and with due regard to an employee's disability and our duty to make reasonable adjustments to our arrangements, policies and procedures, where applicable.
- If the termination of employment becomes a possible outcome, we will implement this policy in line with the principles of our capability policy or, as appropriate, our disciplinary policy.

#### **Responsibilities**

It is your responsibility to:

- take responsibility for your own attendance at work and, if you are ill, your recovery and timely return to work;
- comply in a timely manner with our notification and certification procedures, whether set out in this policy and procedure or as notified from time to time and maintain communication with us;
- provide sufficient information to us as and when required to keep us informed of your condition and prognosis; and
- co-operate with us to implement any advice from medical and/or occupational health practitioners in order to facilitate a timely return to work.

#### **PROCEDURE FOR ABSENCE REPORTING AND CERTIFICATION**

##### **Notification of Absence**

If you are unavailable to work for any reason you must:

- (a) Personally notify your line manager of any absence at the earliest opportunity and no later than 30 minutes before your normal start time. You are expected to make contact on the first working day of absence and on every subsequent working day of absence for the first seven days of absence.

- (b) Where you are absent for more than seven days, contact must be made with your line manager on a weekly basis to provide an update on your illness or injury. Where days of absence span a weekend, the weekend days count towards the seven-day absence period.
- (c) Provide details of the nature of the illness and an indication of the anticipated length of absence. If you have been diagnosed as having contracted an infectious or contagious disease, you must inform us as soon as possible after your diagnosis.

Contacting your line manager by text message, email, social media websites, instant messaging facilities, or passing messages via work colleagues are all unacceptable forms of notification, save other than in exceptional circumstances. If you are unable to speak to your line manager personally, you should speak to another manager.

It is unacceptable for a third-party to contact us on your behalf to report your absence, other than in very exceptional circumstance (for example, where you have been unexpectedly admitted to hospital and you are not able to make the telephone call yourself).

If you are absent for seven days or less, you should complete an absence (self-certification) form immediately on your return to work.

For an absence of more than seven days, in addition to completing the absence form you must obtain a statement of fitness for work (also known as a fit note) from your GP or other treating doctor and forward this to your line manager within two working days of issue. If your absence continues after the expiry of the first fit note, further fit notes must be obtained as necessary to cover the whole period of absence and forwarded to your line manager within two working days of issue. Where days of absence span a weekend, the weekend days count towards the seven-day absence period.

Any attempt to falsify information relating to your sickness absence or to make a fraudulent claim for any sick pay will be regarded as gross misconduct.

## **PAYMENT DURING SICKNESS**

### **Statutory Sick Pay**

We do not operate a sick pay scheme and you will not be paid your normal rate of pay for periods of absence. Subject to certain exceptions, you will be entitled to receive statutory sick pay (SSP) for a maximum of 28 weeks in any period of entitlement in accordance with the prevailing regulations.

SSP is not payable for the first three days (called waiting days). The rate of SSP will vary depending on your normal weekly earnings and the rate prescribed by the prevailing regulations. You will only receive SSP when there is a period of four or more days' sickness. SSP will only be paid on days on which you would normally be working.

The principal requirements in order to qualify for SSP are that you must:

- have four or more consecutive days of sickness (which may include Saturdays, Sundays and holidays) during which you are too ill to be capable of doing your work;

- notify us of your absence on the first working day of absence and every subsequent working day up to a maximum of seven days, unless otherwise agreed. Thereafter, you must ensure weekly notification of your continued absence; and
- supply evidence of incapacity, namely a self-certification form for periods of less than seven calendar days and a statement of fitness for work (also known as a fit note) for any period after the first seven calendar days.

### **Conduct During Periods of Absence**

We would not under normal circumstances expect you, if you are absent from work due to sickness or injury, to:

- participate in any sports, hobbies or social activities which are in any way inconsistent with your illness or injuries, or which aggravate the illness or injury, or which could delay recovery; or
- undertake any other employment, self-employment or other work whether paid or unpaid; if you declare yourself incapacitated from work in relation to your employment with us, it will be deemed improper conduct to undertake any other duties whilst you are off sick.

### **Sickness Whilst on Holiday**

Should you suffer from sickness or an injury during any period of pre-booked annual leave (whether in whole or in part) and intend to make a request to us to take this annual leave at another time then you must immediately notify us of your incapacity in accordance with the normal absence reporting and certification procedures specified above (i.e. during your period of annual leave).

Any request made by you is subject to the following conditions, which will be strictly applied:

- You must provide a medical or doctor's certificate to cover the total period of incapacity.
- You must confirm in writing to your line manager no later than 2 days after your return to work how much of the holiday period was affected by sickness or injury and the amount of annual leave that you are requesting to take at another time.

Subject to you complying with these conditions we may reimburse the period of annual leave entitlement lost (due to your incapacity) and instead pay you any appropriate sick pay, to which you are entitled under this policy, for your period of incapacity.

Any requests for replacement holiday must be made in accordance with our rules on requesting holiday and you should try to take the replacement holiday in the holiday year in which it was accrued. Where this is not possible, we may allow you to carry forward the leave into the next holiday year. We reserve the right to require you to take all or part of any replacement holiday on days that we shall nominate.

## RETURN TO WORK INTERVIEWS (RWI) AND ABSENCE MEETINGS

### Return to Work Interview (RWI)

On return to work, following a period of absence, you will normally have a return to work interview or meeting. If practical, this will take place at the start of or during the first day you re-commence work.

The purpose of the meeting will be to establish:

- the reason for, and cause of your absence;
- that you are in fact fit to return to work; and
- whether there is anything we or your line manager can do to assist you.

If you wish to return to work prior to the date noted on a fit note in cases of long-term absence or a serious health condition, you may be required to attend a medical examination and/or asked to agree to a medical report being prepared by our nominated medical practitioner to confirm you are fit to return to work before you may return to work. In addition, where your medical practitioner specifically advises that you are not fit to return to work and must not return to work, you will not be permitted to return. This does not mean that you must always remain absent to the date specified in your current fit note if you feel able to return before that date, and it does not mean that you must always seek your doctor's agreement to returning earlier than the date specified in the fit note. Return to work is subject to any risk assessment or adjustment necessary for you having been made by us before the proposed earlier return date.

Where there are concerns about the level or pattern of absence or lateness, these will be identified to you. Where those concerns are serious or significant, we may commence attendance monitoring and deal with the situation under our capability or disciplinary policy.

You will be entitled to be accompanied by a trade union representative or a work colleague to any meetings which could result in a formal warning or some other disciplinary action. This will not normally include the return to work interviews described above unless a possible outcome of that meeting is a formal warning or other disciplinary action, in which case you will be advised in advance so that you can arrange for a companion.

### Absences

When the following unplanned and/or unauthorised absence levels occur, a review of your attendance record will take place:

- You are absent on four separate occasions in any 12-month rolling period; and/or
- you are absent for a total of 3 days in any 5-week period or 10 days in any 12-month rolling period; and/or
- your absence shows a regular pattern; and/or
- you are absent for 3 or more continuous weeks.

In any one of the above situations your absence record will be referred to your line manager for review.

If a disciplinary or capability warning is issued in any of the above situations and there are further occurrences during the validity period of the warning, then a further warning can be issued, and the procedure escalated.

Absence that is specifically and genuinely pregnancy-related will be disregarded for the purposes of assessing absence under the above levels. Absence that is disability-related will also be assessed separately and may after obtaining medical advice, if appropriate, be discounted from your overall sickness record.

### **Long-Term Absence or Absences**

In cases of long-term absence, we will keep in regular contact with you in order to keep up to date with your state of health and when you might be expected to return. This contact will usually be with your line manager. The frequency of such contact will vary according to the particular circumstances and may, for example, be weekly, fortnightly or monthly. We will keep you informed of any developments affecting your work for us. Where appropriate, we may allow you to nominate a family member or friend as a contact, in addition to you, to assist in ensuring effective communication with ourselves.

At various stages we may want to obtain advice on your fitness for work from your medical practitioner or a medical practitioner that we have nominated.

We will seek to meet with you to discuss the terms of any medical report obtained and any recommendations made in it, including whether any measures can be taken by us to assist you in returning to work and your own view on the situation.

If the advice in the medical report is, for example, that you are fit to return to work, or will be fit to return to work within a manageable period, or may be fit to return if measures can be taken by us to assist you in returning to work, we may seek to put in place a return to work programme which will describe in detail any steps to be taken by us, any stages of a phased return to work (e.g. shorter working hours or different working arrangements), and the timescale for achieving this.

If it is not possible to put in place a return to work programme (e.g. because the advice in the medical reports is that you will not be fit to return to work, or that it will be some considerable time before you are able to return to work), or if the return to work programme is unsuccessful, we may need to move to the formal capability procedure, for long-term ill health absence.

### **Medical Examinations and Reports**

We may, at any time during your employment, require you to undergo a medical examination by your medical practitioner or a medical practitioner we nominate.

We may also wish to obtain a medical report on you:

- in the case of persistent intermittent, short-term absences from work or a long-term absence from work;
- to effectively manage capability issues, particularly where we are contemplating dismissal (see our capability procedure); or
- to assess whether you are disabled for the purposes of the Equality Act 2010 and/or whether any reasonable adjustments may be required.

We will seek to understand your state of health and any medical condition, and this will usually be done by seeking to obtain a report from:

- your medical practitioner; and/or
- a medical practitioner that we have nominated.

In order for the medical practitioner to compile a report, it may be necessary for them to carry out a medical examination of you.

We will comply with relevant data protection laws in seeking to obtain any such medical report, and in processing the information contained in the report once it is available.

If we are seeking a report from your medical practitioner, you will be informed of your rights under the Access to Medical Reports Act 1988. You will have the opportunity to see the report before it is supplied to us, and to ask for corrections to be made to the report.

You do not, of course, have to agree to us being provided with a medical report. However, if you do not agree, it is likely that we will need to assess the position in light of the other evidence available to us (if any). This may have adverse consequences for your continuing employment.

Where possible, the opinion of your medical practitioner, or a medical practitioner that we nominate, will be obtained on relevant matters, which may include:

- the nature of your illness;
- how long the illness is likely to last;
- in the case of persistent short-term absences when your attendance record is likely to improve;
- in the case of long-term absence, if and when you will be able to return to your current role;
- whether you are disabled in terms of the Equality Act 2010; and
- if you are disabled, whether there are any reasonable adjustments we should make to assist you in a return to work.

This is a non-exhaustive list, and any request for a report will be tailored to the individual circumstances of each case.

We will seek to meet with you to discuss the terms of any medical report obtained and any recommendations made in it.

We will usually seek your views in considering adjustments and will also usually ask your doctor for advice. It is however for us, not your doctor, to decide whether an individual is disabled and what adjustments are reasonable, though the doctor's advice may be considered. Your doctor may give information in a report and/or fit note as to what adjustments might assist a return to work or to help you once you are back at work and, if your doctor does so, we will consider these.

### **Alternative Employment**

If you are unable to return to your own job even with adjustments, we will, with consideration of the work that you do and where appropriate, advice from a medical



practitioner, consider suitable alternative employment, although we will not be obliged to create a new position for this purpose.

If you return to work in an alternative role, revised terms and conditions will be discussed before your return.

## **PUNCTUALITY AND LATENESS**

### **Punctuality and Lateness**

You are expected to be ready to start work at your scheduled start time, anyone reporting after this time will be recorded as late. Where you arrive late you should report to your line manager immediately upon arrival to explain your lateness.

For the avoidance of doubt, lateness of one minute will be recorded as late. Time lost due to lateness may be subject to a deduction from your earnings or made up on the same day where possible (or an alternative date) as agreed with your line manager.

## **LATENESS AND ATTENDANCE MONITORING AND MANAGEMENT**

Lateness and attendance records will be monitored. Persistent lateness or significant short-term absences may be regarded as misconduct. Should formal action be required to improve lateness and/or poor absence records, our disciplinary or capability procedure, will be initiated.

### **Lateness**

Four late recordings within any 12-week rolling period will invoke a review of your lateness record.

Each individual case of lateness will be reviewed on its own merits. You should be aware that even where you are allowed to make up time lost through lateness, the episode of lateness will still be recorded.

If a warning is issued under any of the above situations, and there are further occurrences during the validity period of the warning, then a further warning can be issued, and the procedure escalated.

# ANTI-BRIBERY AND CORRUPTION POLICY

## INTRODUCTION

Bribery and corruption remain a major issue in world trade, despite the many dedicated efforts to prevent them. Our legal obligations are primarily governed by the Bribery Act 2010. That Act affects us, as a UK company, if bribery occurs anywhere in our business.

Involvement in bribery and corruption exposes us and relevant individuals to a criminal offence. It will also damage our reputation and the confidence of our clients, suppliers and business partners.

Our position is simple; we conduct our business to the highest legal and ethical standards. We will not be party to corruption or bribery in any form. Such acts would damage our reputation and expose us, and our employees and representatives, to the risk of fines and imprisonment.

We run our company with integrity and in an honest and ethical manner. All of us must work together to ensure that we are untainted by bribery or corruption. This policy is a crucial element of that effort and is our personal responsibility. However, the policy needs the full support of you, to make it work.

This policy sets out the steps all of us must take to prevent bribery and corruption in the company in order to comply with relevant legislation and our requirements. It does not form part of your contract of employment and we may amend it at any time.

## PRINCIPLES AND RESPONSIBILITIES

### What are Bribery and Corruption?

A 'bribe' is a financial or other advantage offered, promised, requested or given to induce a person to perform a relevant function or activity improperly, or to reward them for doing so. In this context, a 'financial or other advantage' is likely to include cash or cash equivalent, gifts, hospitality and entertainment, services, loans, preferential treatment in a tendering process, discounts etc. The timing of the bribe is irrelevant, and payments made after the relevant event will still be caught, as will bribes that are given or received unknowingly. It is not necessary for the individual or organisation actually to receive any benefit as a result of the bribe.

- **Bribery**  
Includes offering, promising, giving, accepting or seeking a bribe.
- **Corruption**  
Is the misuse of office or power for private gain.

All forms of bribery and corruption are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, you should raise it with your line manager or a director.

This means that no person must:

- give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received, or to reward any business received;

- accept any offer from a third-party that you know, or suspect is made with the expectation that we will provide a business advantage for them or anyone else; and/or
- give or offer any payment (sometimes known as a 'facilitation payment') to a government official in any country to facilitate or speed up a routine or necessary procedure.

No person must threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

It does not matter whether the bribery occurs in the UK or abroad. A corrupt act committed abroad may well result in a prosecution in the UK or a country which has similar legislation. Nor does it matter whether the act is done directly or indirectly.

### **Who can be Involved in Bribery and in what Circumstances?**

Bribery and corruption may be committed by anyone working for us or on behalf in any capacity, such as our employees, officers or directors, anyone they authorise to do things on their behalf, our representatives and other third-parties who act on our behalf, our suppliers and even our customers. This policy applies to any such individual.

Bribery can occur in both the public and private sectors. The person receiving the bribe is usually in a position to influence the award or the progress of business, often a government or other public official.

### **Gifts and Hospitality**

We forbid any of our staff from soliciting any gift or hospitality in the course of their work for us.

We also forbid any of our staff from offering or receiving from any person or organisation who has had, has or may have any influence over our business any gift or hospitality which is unduly lavish or extravagant or otherwise inappropriate, or which could be seen as an inducement or reward for any preferential treatment. We regard the following to be inappropriate (the list is not exhaustive):

- An excessive or high value personal or corporate gift;
- an excessive or high value level of hospitality;
- any gift that includes cash or a cash equivalent (such as vouchers);
- any gift or hospitality given or received in secret; and
- any gift or hospitality given or received in your name rather than our name.

### **Records**

It is essential that we keep full and accurate records of all our financial dealings. Transparency is vital; false or misleading records could be very damaging to us. Under money laundering regulations our lawyers and accountants are obliged to report anything which appears to be irregular.

You must therefore declare and properly record (in writing) all hospitality and gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third-parties in accordance with our rules regarding expenses and properly record the reason for the expenditure.

All accounts, invoices, credit notes, purchase orders and other records relating to dealings with third-parties (including suppliers and customers) must be properly prepared in accordance with our prevailing practices and requirements and with accuracy and completeness. No account may be kept 'off book'.

### **What to do if you Think Something is Wrong**

Each of us has a responsibility to speak out if we discover anything corrupt or otherwise improper occurring in relation to the business. If you are offered a bribe, or are asked to make one, or if you discover or suspect that any bribery or corruption has occurred or may occur, you must notify your line manager or a director as soon as possible. You must report this as soon as reasonably practicable and you may be required to explain any delays.

### **COMPLIANCE WITH THIS POLICY**

We take compliance with this policy very seriously. Failure to comply puts both individuals and ourselves at risk.

Individuals may commit a criminal offence if they fail to comply with this policy. The criminal law relating to bribery and corruption carries severe penalties.

Because of the importance of this policy, failure to comply with any requirement of it may lead to disciplinary action under our procedures, and this action may result in dismissal for gross misconduct. Any non-employee who breaches this policy is liable to have their contract terminated with immediate effect.

# ANTI-SLAVERY POLICY

## INTRODUCTION AND SCOPE

The Modern Slavery Act (MSA) 2015 covers four activities:

- **Slavery**  
Exercising powers of ownership over a person.
- **Servitude**  
The obligation to provide services is imposed by the use of coercion.
- **Forced or Compulsory Labour**  
Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily.
- **Human Trafficking**  
Arranging or facilitating the travel of another person with a view to their exploitation.

This policy covers all four activities.

## PRINCIPLES

Modern slavery is a complex and multi-faceted crime and preventing exploitation and human trafficking as well as protecting our workforce and reputation is of upmost importance to us.

The MSA 2015 recognises the important part businesses can and should play in tackling slavery and encourages them to do more.

With this in mind, we need to pay particularly close attention to:

- our supply chain;
- any outsourced activities, particularly to jurisdictions that may not have adequate safeguards;
- cleaning and catering suppliers; and
- corporate hospitality.

## RESPONSIBILITIES

At Basic Thinking, our managers and colleagues have responsibilities to ensure our fellow workers are safeguarded, treated fairly and with dignity.

Everyone must observe this policy and be aware that turning a blind eye is unacceptable.

We will maintain clear policies and procedures preventing exploitation and human trafficking, and protecting our workforce and reputation by:

- maintaining clear and transparent recruitment processes;
- checking our supply chains;
- leading by example by making appropriate checks on all employees, recruitment agencies, suppliers, etc to ensure we know who is working for us;

- ensure we have in place an open and transparent grievance process for all staff; and
- seek to raise awareness so that our colleagues know what we are doing to promote their welfare.

This policy intends to demonstrate our commitment setting out the steps we have taken to ensure slavery and human trafficking is not taking place in our supply chains and demonstrates that we take our responsibilities to our employees and our clients seriously.

### **Managers**

Managers will:

- Listen and be approachable to colleagues.
- Respond appropriately if they are told something that might indicate a colleague or any other person is in an exploitative situation.
- Remain alert to indicators of slavery.
- Raise the awareness of our colleagues by discussing issues and, if appropriate, providing training so that everyone can spot the signs of trafficking and exploitation and know what to do.
- Use their experience and professional judgement to gauge situations.

### **Colleagues**

We all have responsibilities under this policy. Whatever your role or level of seniority, you must:

- Keep your eyes and ears open. If you suspect someone (a colleague or someone in our supply chain) is being controlled or forced by someone else to work or provide services, follow our reporting procedure.
- Follow our reporting procedure if a colleague tells you something you think might indicate they are or someone else is being exploited or ill-treated.
- Tell us if you think there is more we can do to prevent people from being exploited.

## **THE RISKS**

The principal areas of risk we face, related to slavery and human trafficking, include:

- Supply chains.
- General recruitment.
- Recruitment through agencies.

We manage these risk areas through our procedures set out in this policy and elsewhere.

## OUR PROCEDURES

### Our Statement

This policy sets out the key risk areas we face and our approach to avoiding and preventing modern slavery.

### Supply Chains

We thoroughly check supply chains to ensure the potential for slavery and human trafficking is significantly reduced.

We tell the companies we do business with that we are not prepared to accept any form of exploitation.

All our supplier contracts contain an anti-slavery clause. This clause, which flows down through all layers of our supply chain, prohibits suppliers and their employees from engaging in slavery or human trafficking.

We ensure we can account for each step of our supply processes; we know who is providing goods and services to us and we have mechanisms and processes in place to check, including:

- Working with audited factories.

### Recruitment

#### Using Agencies

We only use agreed specified reputable recruitment agencies. To ensure the potential for slavery and human trafficking is reduced as far as possible, we thoroughly check recruitment agencies before adding them to our list of approved agencies. This includes:

- conducting background checks;
- investigating reputation;
- ensuring the staff an agency provides have the appropriate paperwork (e.g. work visas);
- ensuring the agency provides assurances that the appropriate checks have been made on the person they are supplying; and
- keeping agents on the list under regular review.

#### General Recruitment

We always ensure all staff have a written contract of employment and that they have not had to pay any direct or indirect fees to obtain work. In addition we will:

- always ensure staff are legally able to work in the UK;
- check the names and addresses of our staff (a number of people listing the same address may indicate high shared occupancy, often a factor for those being exploited); and
- provide information to all new recruits on their statutory rights including sick pay, holiday pay and any other benefits they may be entitled to.

If, through our recruitment process, we suspect someone is being exploited, we will follow our reporting procedures.

### Identifying Slavery

There is no typical victim and some victims do not understand they have been exploited and are entitled to help and support. However, the following (non-exhaustive list) are key signs that could indicate that someone may be a slavery or trafficking victim:

- The person is not in possession of their own passport, identification or travel documents.
- The person is acting as though they are being instructed or coached by someone else.
- They allow others to speak for them when spoken to directly.
- They are dropped off and collected from work.
- The person is withdrawn or they appear frightened.
- The person does not seem to be able to contact friends or family freely.
- The person has limited social interaction or contact with people outside their immediate environment.

Remember, a person may display a number of the trafficking indicators set out above but they may not necessarily be a victim of slavery or trafficking. Often you will build up a picture of the person's circumstances which may indicate something is not quite right. If you have a suspicion, report it.

### Reporting Slavery

Talking to someone about your concerns may stop someone else from being exploited or abused.

If you think that someone is in immediate danger, dial 999.

Otherwise, you should discuss your concerns with your line manager who will decide a course of action and provide any further advice.

Not all victims may want to be helped and there may be instances where reporting a suspected trafficking case puts the potential victim at risk, so it is important that in the absence of an immediate danger, you discuss your concerns first with your line manager before taking any further action.

## TRAINING

We provide general awareness support to those staff members who are involved in managing recruitment and our supply chains.

## MONITORING OUR PROCEDURES

We will review our anti-slavery policy regularly and, where applicable, will provide information and/or training on any changes we make.



# CAPABILITY POLICY

## POLICY AND SCOPE

This policy identifies our expectations that you will perform to a satisfactory standard and to the best of your ability. Where that is not the case we will seek to address:

- poor performance (by which we mean lack of skill and aptitude in undertaking a job role);
- genuine persistent, intermittent short-term absence or lateness; and
- long-term ill-health absence.

This policy intends to provide a framework for dealing with matters in a fair, supportive and consistent manner without undue delay. We may use a different procedure or take alternative steps as appropriate in individual cases.

## PRINCIPLES AND RESPONSIBILITIES

Capability issues will be managed fairly, reasonably and in a consistent manner.

Where appropriate we will consider whether a contributing factor relates to a disability and, if so, whether there are any reasonable adjustments that could be made to assist you.

Where we are satisfied you are able to do the job but, for whatever reason, are not doing it properly, then we will deal with the matter in accordance with the disciplinary procedures contained within the disciplinary policy.

Other than in extremely rare cases, you will not normally be dismissed for a first instance of poor performance or genuine persistent, intermittent short-term absence or lateness. Although, we reserve the right to take action at any level, or to apply any sanction, depending on the circumstances of the case.

## POOR PERFORMANCE

This section of the policy applies if you are failing to perform your job role to a satisfactory level. The purpose of this capability procedure is to encourage and help you to improve your performance to a level that we find acceptable.

### Informal Procedure

In the first instance, there will normally be an informal meeting to investigate any concerns that have been identified regarding your performance. It is expected that the vast majority of concerns about poor performance can be resolved, and performance improved through normal managerial discussions.

The circumstances of each case are likely to be different and the appropriate outcome may well vary, however discussions are likely to involve:

- exploring possible causes of any problems or difficulties that are identified;
- agreeing standards;

- setting targets and providing reasonable time frame(s) to achieve the improvements required by us, by way of an informal performance improvement plan (PIP) or otherwise;
- the provisions of appropriate training and/or support; and
- agreeing an appropriate time to review your progress.

If, following a review of your progress we are not satisfied that your performance has improved to a satisfactory standard, we will proceed to the formal procedure.

### **Formal Procedure**

#### **First Performance Warning**

A meeting will formally review the level of your performance compared with expected standards. We will identify whether there is any mitigation or explanation for the poor performance and may formally impose a first performance warning and seek to agree a performance improvement plan (PIP) which may identify:

- the reasons for the PIP;
- an explanation of the improvements in performance required;
- the timescale for making these improvements;
- any support (including training) we will provide to assist you;
- an explanation of the consequences for any repetition of the poor performance or failure to improve the performance to the required level as set out in the PIP, which may include a final performance warning; and
- information regarding your right to appeal against the decision to give you a first performance warning.

A first performance warning will normally remain in force for six months and a copy kept on your personnel record.

#### **Final Performance Warning**

If you fail to meet the requirements set out in the first performance warning, or where the poor performance is sufficiently serious to warrant it, we will identify whether there is any mitigation or explanation for your poor performance and you may formally impose a final performance warning and seek to agree a further performance improvement plan (PIP) which may identify:

- the reasons for the PIP;
- an explanation of the improvements in performance required;
- the timescale for making these improvements;
- any support (including training) we will provide to assist you;
- an explanation of the consequences of any repetition of the poor performance or failure to improve the performance to the required level as set out in the PIP, which may include a decision to dismiss you from employment; and
- information regarding your right to appeal against the decision to give you a final performance warning.

The final performance warning will normally remain in force for 12 months and a copy will be kept on your personnel record.

## **Dismissal**

If you fail to meet the requirements of the PIP issued in conjunction with the final written warning or, in very exceptional circumstances where the failure to perform is sufficiently serious to warrant it, a meeting will be convened to review your performance and we may make the decision to terminate your employment.

Following the meeting, you will be provided with written confirmation of the dismissal as soon as reasonably practicable. This will identify information on how to appeal against the dismissal.

## **Action Short of Dismissal**

In certain circumstances, a sanction other than dismissal may be imposed. In these circumstances one of the following sanctions may be considered as an alternative to dismissal only:

- Demotion to another position (on a temporary or permanent basis) without pay protection.
- Transfer to another position without pay protection.
- Change in your duties.

Any of the above sanctions may be accompanied by a final written performance warning. A record of the decision will be confirmed in writing, giving details of the date on which any change will come into force and how the action is to be implemented, it will also advise of the right of appeal. Unless stated otherwise, normally the action short of dismissal will be a permanent change which may also result in a change to your existing terms and conditions.

## **GENUINE PERSISTENT INTERMITTENT SHORT-TERM ABSENCE OR LATENESS**

This section of the policy and procedure applies if you have been persistently absent for short periods. The purpose of this procedure is to encourage and assist you to improve your attendance to a level that we find acceptable.

### **Informal Procedure**

In the first instance, there will be an informal meeting to investigate any concerns that have been identified with regard to your unacceptable persistent absence or lateness.

### **Formal Procedure**

#### **First Written Warning**

A meeting will formally review the level of your attendance or timekeeping and identify where applicable whether the absence policy triggers have been activated. We will identify whether there is any mitigation or explanation for the absences, or lateness, where none are provided, we may formally impose a first written warning and provide you with the following:

- An explanation of the reasons for the warning and what improvement are required.
- The timescale for making these improvements.

- Any support we will provide to assist you.
- An explanation of the consequences of failure to meet the required improvements in attendance set out in the first written warning.
- Information regarding your right to appeal against the decision to give you a first written warning.

A first attendance warning will normally remain in force for six months and a copy kept on your personnel record.

### **Final Written Warning**

If you fail to meet the requirements set out in the first written warning, or where the unacceptable persistent absence or lateness is sufficiently serious to warrant it, a meeting will further review the levels of your attendance or timekeeping. We will identify whether there is any mitigation or explanation for the absences, or lateness, where none are provided, we may formally impose a final written warning and provide you with the following:

- An explanation of the reasons for the warning and what improvement are required.
- The timescale for making these improvements.
- Any support we will provide to assist you.
- An explanation of the consequences of failure to meet the required improvements in attendance set out in the final written warning.
- Information regarding your right to appeal against the decision to give you a final written warning.

The final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on your personnel record.

### **Dismissal**

If you fail to meet the requirements set out in the final written warning, or where the unacceptable persistent absence or lateness is sufficiently serious to warrant it, a meeting will further review the levels of your attendance or timekeeping. We will identify whether there is any mitigation or explanation for the absences, or lateness. We may make the decision to terminate your employment.

Following the meeting, you will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out information regarding your right to appeal against the dismissal.

## **LONG-TERM ILL-HEALTH ABSENCE**

This section of the policy applies if you have been absent from work due to ill-health, whether for a single extended period or for two or more periods which may have been punctuated by unsuccessful attempts to return to work but which, when taken together, amount to a long period of absence.

### **Welfare Meeting and Written Confirmation of Next Steps**

If not already known, we will ascertain the reason for the absence from you (by way of a meeting with you, if possible). If you are not at work, this meeting may need to take

place at your home at a time and date convenient to you. If that is not possible, it may need to take place by telephone. You will be informed in writing, in advance of the reason for the meeting and you may be accompanied by a work colleague or trade union representative.

It should be stressed that, since the circumstances of each case are likely to be different, the action taken in each case will be the action that is appropriate, taking into account the particular circumstances. We reserve the right to vary the procedures set out below, taking into account the particular circumstances.

### **Subsequent Welfare Meeting and Written Confirmation of Potential Termination of Employment**

Following your welfare meeting we may write to summarise, for example, that the medical advice available indicates that it will not be possible for you to return to work or that there will be a considerable delay before you are able to return to work, or that it is not possible to put in place a return to work programme or the implications if the steps set out in the return to work programme are not met. Where this is the case the letter will identify:

- a summary of the possible options, which may include alternative employment;
- the timescale for considering these options (including where possible a date for a further meeting); or
- that if there are no other options available and there is otherwise no improvement in the situation, that you are likely to be dismissed.

The review period set out in this letter is likely to be relatively short, given the length of time it is likely to take to consider the options available.

### **Final Review Meeting and Dismissal**

If your absence continues and the options identified following your welfare meeting(s) are not viable, then (unless, for example, there has been a change in your health that makes it possible for you to return to work within a reasonable timescale), we may make the decision to terminate your employment.

The specific issues that will be considered if dismissal is a possible outcome will include:

- The likelihood and timescale of an improvement in health and subsequent attendance at work.
- The availability of alternative work, any reasonable adjustments which could be made with regard to your work either to enable you to return or to assist you after your return.
- The effect of past and future absences on the organisation.
- Any advice received from your, or our, medical practitioner/occupational health service.

You will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards which will confirm details of your right to appeal against the dismissal.

### **Alternative Employment (Alternatives to Dismissal)**

A request for a medical report may ask for advice on whether you might be able to return to work in a different role or with different duties. If you are unable to return to your own job, even with adjustments, we will consider whether there is alternative work available that is suitable for you to do, with the assistance of the advice contained in the medical report. However, we will not be obliged to create a new job for you.

If you are to return to work in an alternative role, revised terms and conditions will be discussed with you before your return, one of the following may be considered as an alternative to dismissal:

- Transfer to another position.
- Change in your duties.

A record of agreement to alternative employment will be confirmed in writing particularly where this is agreed as an alternative to dismissal, giving details of the date on which any change will come into force and how the action is to be implemented, it will also advise of the right of appeal. Unless stated otherwise, normally the action short of dismissal will be a permanent change which may also result in a change to your existing terms and conditions.

### **APPEAL**

You have the right to appeal against any formal warning, sanction or outcome issued to you under this capability procedure. You will be notified of the person to whom the appeal should be sent.

An appeal must be in writing stating the reason(s) for the appeal and notified to the specified person normally within five days of receipt of the letter confirming the formal decision.

You will be notified in writing of the details relating to an appeal hearing meeting and must take all reasonable steps to attend. Following the appeal hearing you will be informed in writing of the decision.

The decision taken at the appeal hearing shall be the final decision and there shall be no further right of appeal.

### **RIGHT TO BE ACCOMPANIED AT A FORMAL MEETING**

At any formal stage of the capability procedure including an appeal hearing, you will normally be given written notice of a formal meeting together with a right to be accompanied by a work place colleague or accredited trade union official.

A trade union representative who is not an employed official must have been certified by their union as being competent to accompany a worker and be prepared to provide written evidence if requested by us prior to any disciplinary meeting.

# CHILD LABOUR POLICY

## INTRODUCTION AND SCOPE

Basic Thinking acknowledges the fact that child labour occurs in many countries. However, we do not accept child labour, and work actively against it. The complexity of the child labour issue requires a consistent, long-term effort to create sustainable and broad-based solutions in order to reach our goal; that no products delivered to us are produced by child labour.

We respect different cultures and values in countries where we operate and source our products, but do not compromise on the basic requirements regarding the rights of the child.

Our child labour policy has been established in order to make our position clear to suppliers and their co-workers, as well as any other parties. The requirements in this code of conduct are mandatory to all suppliers and their sub-contractors.

## GENERAL PRINCIPLE

We do not accept child labour.

We support the United Nations (U.N.) Convention on the Rights of the Child (1989).

Our child labour policy is based on this convention, which stipulates:

- *“All actions concerning the child shall take full account of his or her best interests.”* Article 3.
- *“The right of the child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development”.* Article 32.1.

In addition, this policy is based on the International Labour Organisation (ILO) Minimum Age Convention no. 138 (1973). According to this convention, the word “child” is defined as any person below fifteen (15) years of age, unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age would apply. If, however, the local minimum working age is set at fourteen (14) years of age in accordance with exceptions for developing countries, the lower age will apply.

This policy also incorporates the ILO Convention on the Worst Forms of Child Labour no. 182 (1999).

## IMPLEMENTATION

All actions to avoid child labour shall be implemented by taking the child’s best interests into account. We require that all suppliers shall recognise the U.N. Convention on the Rights of the Child, and that the suppliers comply with all relevant national and international laws, regulations and provisions applicable in the country of production.

Suppliers are obliged to take the appropriate measures to ensure that no child labour occurs at suppliers’ and their sub-contractors’ places of production.

If child labour is found in any place of production, we will require the supplier to implement a corrective action plan. If corrective action is not implemented within the agreed time-frame, or if repeated violations occur, we will terminate all business with the supplier concerned. The corrective action plan shall take the child's best interests into consideration, i.e. family and social situation and level of education. Care shall be taken not merely to move child labour from one supplier's workplace to another, but to enable more viable and sustainable alternatives for the child's development.

The supplier shall effectively communicate to all its sub-contractors, as well as to its own co-workers, the content of our child labour policy and ensure that all measures required are implemented accordingly.

### **YOUNG WORKERS**

We support the legal employment of young workers.

Young workers of legal working age have, until the age of 18, the right to be protected from any type of employment or work which, by its nature or the circumstances in which it is carried out, is likely to jeopardise their health, safety or morals.

We therefore require all our suppliers to ensure that young workers are treated according to the law; this includes measures to avoid hazardous jobs, night shifts and ensure minimum wages. Limits for working hours and overtime should be set with special consideration to the workers' young age.

### **LABOUR FORCE REGISTER**

The supplier shall maintain documentation for every worker verifying the worker's date of birth. In countries where such official documents are not available, the supplier must use appropriate assessment methods as per local practice and law.

### **MONITORING**

All suppliers are obliged to keep us informed at all times about all places of production (including their sub-contractors). Any undisclosed production centres found would constitute a violation of this code of conduct.

Through the general purchasing conditions for the supply of products to us, we have reserved the right to make unannounced visits at any time to all places of production (including their sub-contractors) for goods intended for supply to us. We furthermore reserve the right to assign, at our sole discretion, an independent third party to conduct inspections in order to ensure compliance with our child labour policy.

### **REMEDIATION**

If child labour is found in our supply chains, we will seek to work in partnership with the supplier and appropriately qualified organisations to develop a responsible solution that is in the best long-term interests of the children. The supplier and ourselves will agree a corrective action plan, which may comprise the following actions:

- Collate a list of all potential child labourers and young workers.
- Seek advice and help from a recognised local non-governmental organisation that deals with child labour or the welfare of children.



- Develop a remediation plan that secures the children's education and protects their economic well-being, in consultation with ourselves and where possible a local NGO, and in consultation with and respecting the views of the child.
- Explain the legal requirements and restrictions on working ages to the children and assure them that, if they wish, they will be employed when they reach working age.
- Understand the children's desires and explore the opportunities for them to re-enter education.
- Whether the child contributes to the livelihoods of their family or they are self-dependent, their wage should continue to be paid until they reach working age, or until an alternative long-term solution has been agreed with the child and their family (for example, employment of an unemployed adult family member in place of the child labourer).
- Ensure that the child worker has adequate accommodation and living conditions.
- Document all actions.
- Develop processes to prevent recurrence.
- Do not:
  - expel any of the suspected or confirmed child labourers and/or young workers;
  - threaten the children or their families or hamper the progress of investigation and remediation; and
  - conceal or falsify any documentation.

Such actions will be considered by us as evidence that the supplier is not committed to child labour remediation, in breach of this child labour policy.

# DATA PROTECTION POLICY

## INTRODUCTION

This policy is intended to meet the requirements of the Data Protection Act 2018 (the 2018 Act) and the EU General Data Protection Regulation (GDPR) and comply with our legal obligations in respect of data privacy and security under the 2018 Act and the GDPR.

This policy is divided into three parts: part 1 containing the principal policy, part 2 containing the data retention policy and part 3 containing the data security policy.

We are a 'data controller' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.

We have appointed Paul Phillips (Finance Manager) as the person with responsibility for our data protection compliance. They should be contacted concerning questions or requests for further information, about this policy.

This policy explains how we will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on our behalf.

This policy does not form part of your contract of employment (or contract for services if relevant) and can be amended by us at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, we intend to comply with the 2018 Act and the GDPR.

## PART 1 - PRINCIPAL DATA PROTECTION POLICY

### PURPOSE AND SCOPE

We take the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We have a duty to notify you of the information contained in this policy.

This policy applies to current and former employees, workers, volunteers, apprentices, consultants and job applicants. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time-to-time in relation to your data.

We have separate policies and privacy notices in place in respect of customers, suppliers and other categories of data subject. A copy of these can be obtained from the person responsible for data protection compliance (Paul Phillips).

We will hold data for specified periods of time appropriate to the type of data. These periods of time are contained in part 2 of this policy. We will only hold data for as long as necessary for the purposes for which we collected it.

We have measures in place to protect the security of your data in accordance with our data security policy. These security measures are contained in part 3 of this policy.

## DATA PROTECTION PRINCIPLES

Personal data must be processed in accordance with six 'data protection principles'. It must:

- be processed fairly, lawfully and transparently;
- be collected and processed only for specified, explicit and legitimate purposes;
- be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
- be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay;
- not be kept for longer than is necessary for the purposes for which it is processed; and
- be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

## DEFINING PERSONAL DATA

'Personal data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

We will collect and use the following types of personal data about you:

- Recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments.
- Your contact details and date of birth.
- The contact details for your emergency contacts.
- Your gender.
- Your marital status and family details.
- Information about your contract of employment (or services) including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits and holiday entitlement.
- Your bank details and information in relation to your tax status including your national insurance number.

- Your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us.
- Information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings).
- Information relating to your performance and behaviour at work.
- Absence records.
- Training records.
- Electronic information in relation to your use of IT systems/swipe cards/telephone systems.
- Your images (whether captured on CCTV, by photograph or video).
- Information about your termination of employment (or services) including resignation, dismissal and redundancy letters, minutes of meetings, settlement agreements and other related correspondence.
- Any other category of personal data which we may notify you of from time to time.

### **DEFINING SPECIAL CATEGORIES OF PERSONAL DATA**

'Special categories of personal data' are types of personal data consisting of information as to:

- your racial or ethnic origin;
- your political opinions;
- your religious or philosophical beliefs;
- your trade union membership;
- your genetic or biometric data;
- your health;
- your sex life and sexual orientation; and
- any criminal convictions and offences.

We may hold and use any of these special categories of your personal data in accordance with the law.

### **DEFINING PROCESSING**

'Processing' means any operation which is performed on personal data such as:

- Collection, recording, organisation, structuring or storage.
- Adaption or alteration.
- Retrieval, consultation or use.
- Disclosure by transmission, dissemination or otherwise making available.
- Alignment or combination.
- Restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

## DATA SECURITY

We take the security of HR-related personal data seriously. We have internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties. A data security policy is contained in part 3.

Where we engage third-parties to process personal data on our behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

## HOW PERSONAL DATA WILL BE PROCESSED

We will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act.

We will use your personal data on a lawful basis for:

- Contractual - performing the contract of employment (or services) between us.
- Legal obligation – complying with any legal obligation.
- Legitimate interest - if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

## REASONS FOR PROCESSING PERSONAL DATA

We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement).

For example, in the following circumstances:

- To decide whether to employ (or engage) you.
- To decide how much to pay you, and the other terms of your contract with us.
- To check you have the legal right to work for us.
- To carry out the contract between us including, where relevant, its termination.
- To decide whether to promote you.
- To carry out a disciplinary or grievance investigation or procedure in relation to you or someone else.

- To monitor and protect the security (including network security) of ourselves, of you, our other staff, customers and others.
- Paying tax and national insurance.
- To provide a reference upon request from another employer.
- To run our business and plan for the future.
- To prevent and detect fraud or other criminal offences.

We might process special categories of your personal data specifically for the following purposes:

- To train and review your performance.
- To decide whether and how to manage your performance, absence or conduct.
- To determine whether we need to make reasonable adjustments to your workplace or role because of your disability.
- To monitor diversity and equal opportunities.
- To monitor and protect the health and safety of you, our other staff, customers and third-parties.
- To pay you and provide pension and other benefits in accordance with the contract between us.
- To pay trade union subscriptions.
- To monitor compliance by you, us and others with our policies and our contractual obligations.
- To comply with employment law, immigration law, health and safety law, tax law and other laws which affect us.
- To answer questions from insurers in respect of any insurance policies which relate to you.
- To defend us in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure.
- For any other reason which we may notify you of from time to time.

We will only process special categories of your personal data (see above) in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting Paul Phillips.

We do not need your consent to process special categories of your personal data when we are processing it for the following purposes, which we may do:

- Where it is necessary for carrying out rights and obligations under employment law.
- Where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent.
- Where you have made the data public.
- Where processing is necessary for the establishment, exercise or defence of legal claims.
- Where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.

We might process special categories of your personal data for the purposes above. In particular, we will use information in relation to:

- Your race, ethnic origin, religion, sexual orientation or gender to monitor equal opportunities.
- Whether you have a disability which we need to make reasonable adjustments.
- Your sickness absence, health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal obligations under employment law including to make reasonable adjustments and to look after your health and safety.
- Your trade union membership to pay any subscriptions and to comply with our legal obligations in respect of trade union members.

### **Automated decision-making**

We do not take automated decisions about you using your personal data or use profiling in relation to you or your employment. However, you will be notified if this position changes.

## **SHARING PERSONAL DATA**

Sometimes we might share your personal data with group companies, agents and/or contractors to carry out our obligations under our contract with you or for our legitimate interests.

We also share your data with third-parties that process data on our behalf, in connection with payroll, the provision of benefits and the provision of occupational health services. We also share your data with outsourced employment law and HR services to ensure compliance with employment legislation.

We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

### **Transfer of Data outside the European Economic Area**

We will not transfer your data to countries outside the European economic area. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

## **PROCESSING PERSONAL DATA FOR THE COMPANY BY YOU**

Everyone who works for, or on our behalf, has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy and our data security and data retention policies.

The person responsible for data protection compliance (Paul Phillips) is responsible for reviewing this policy and updating the board of directors on our data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person.

You should only access personal data covered by this policy if you need it for the work you do for, or on our behalf and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.

You should not share personal data informally.

You should keep personal data secure and not share it with unauthorised people.

You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.

You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.

You should use strong passwords.

You should lock your computer screens when not at your desk.

Personal data should be encrypted where available or password protected before being transferred electronically to authorised external contacts. Speak to IT for more information on how to do this.

Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.

Do not save personal data to your own personal computers or other devices.

Personal data should never be transferred outside the European economic area except in compliance with the law and authorisation of the person responsible for data protection compliance (Paul Phillips).

You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.

You should not take personal data away from our premises without authorisation from your line manager.

Personal data should be shredded and disposed of securely when you have finished with it.

You should ask for help from the person responsible for data protection compliance (Paul Phillips) if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.

Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure.

It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

## DATA BREACHES

We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone



else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the information commissioner's office within 72 hours.

If you are aware of a data breach you must contact Paul Phillips immediately and keep any evidence you have in relation to the breach.

### **SUBJECT ACCESS REQUESTS**

Data subjects can make a 'subject access request' (SAR) to find out the information we hold about them. This request must be made in writing. If you receive such a request you should forward it immediately to the person responsible for data protection compliance (Paul Phillips) who will coordinate a response.

If you would like to make a SAR in relation to your own personal data you should make this in writing to Paul Phillips. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.

There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request.

### **DATA SUBJECT RIGHTS**

You have the right to information about what personal data we process, how and on what basis as set out in this policy.

You have the right to access your own personal data by way of a subject access request (see above).

You can correct any inaccuracies in your personal data. To do this you should contact Paul Phillips.

You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact Paul Phillips.

While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact Paul Phillips.

You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.

You have the right to object if we process your personal data for the purposes of direct marketing.

You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.

With some exceptions, you have the right not to be subjected to automated decision-making.

You have the right to be notified of a data security breach concerning your personal data.

In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact Paul Phillips.

You have the right to complain to the information commissioner. You can do this by contacting the information commissioner's office directly. Full contact details including a helpline number can be found on the information commissioner's office website ([www.ico.org.uk](http://www.ico.org.uk)). This website has further information on your rights and our obligations.

## **PART 2 - DATA RETENTION POLICY**

### **INTRODUCTION**

Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

We will therefore:

- review the length of time we keep personal data;
- consider the purpose or purposes we hold the information for in deciding whether (and for how long) to retain it;
- securely delete information that is no longer needed for this purpose or these purposes; and
- update, archive or securely delete information if it goes out of date.

### **DELETING DATA**

Discarding data too soon would be likely to disadvantage us and quite possibly, inconvenience the people the information is about as well.

Personal data will be regularly reviewed, and anything no longer needed will be deleted. Information that does not need to be accessed regularly, but which still needs to be retained, will be safely archived or put offline.

In retaining data, we will take account of any professional rules or regulatory requirements that apply. The retention periods will be regularly reviewed to consider whether it is being held for too long or conversely if it is being deleted prematurely. However, if any records are not being used, consideration will be given to whether they need be retained.

### **PERSONAL DATA AT THE END OF ITS RETENTION PERIOD**

At the end of the retention period, or the life of a particular record, it will be reviewed and deleted, unless there is some special reason for keeping it.

Where appropriate a record may not be permanently deleted, and it may be archived instead. If a record is archived or stored offline, this will reduce its availability and the risk of misuse or mistake. However, a record will only be archived (rather than deleted)

if it is considered essential to retain it. In order to comply with data protection principles subject access to it will still be permissible. If a record is deleted from a live system, it will also be deleted from any back-up of the information on that system.

### DATA RETENTION PERIODS

We will only hold data for as long as necessary for the purposes for which we collected it and will hold data for specified periods of time appropriate to the type of data.

#### Statutory Retention Periods

The main UK legislation regulating statutory retention periods is summarised below. If we are in doubt, we will retain records for at least 6 years, to cover the time limit for bringing any civil legal action.

#### Record Types:

- Accident books, accident records/reports  
Statutory retention period: **3 years from the date of the last entry** (or, if the accident involves a child/young adult, then until that person reaches the age of 21). (See below for accidents involving chemicals or asbestos).  
Statutory authority: The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) (SI 2013/3163) as amended, and Limitation Act 1980. Special rules apply concerning incidents involving hazardous substances (see below).
- Accounting records  
Statutory retention period: **3 years for private companies**, 6 years for public limited companies.  
Statutory authority: Section 221 of the Companies Act 1985 as modified by the Companies Acts 1989 and 2006.
- Income tax and NI returns, income tax records and correspondence with HMRC  
Statutory retention period: **not less than 3 years after the end of the financial year** to which they relate.  
Statutory authority: The Income Tax (Employments) Regulations 1993 (SI 1993/744) as amended, for example by The Income Tax (Employments) (Amendment No. 6) Regulations 1996 (SI 1996/2631).
- Medical records and details of biological tests under the Control of Lead at Work Regulations  
Statutory retention period: **40 years from the date of the last entry**.  
Statutory authority: The Control of Lead at Work Regulations 2002 (SI 2002/2676).
- Medical records as specified by the Control of Substances Hazardous to Health Regulations (COSHH)  
Statutory retention period: **40 years from the date of the last entry**.  
Statutory authority: The Control of Substances Hazardous to Health Regulations 2002 (COSHH) (SI 2002/2677).
- Medical records under the Control of Asbestos at Work Regulations: medical records containing details of employees exposed to asbestos and medical examination certificates

Statutory retention period: **(medical records) 40 years from the date of the last entry; (medical examination certificates) 4 years from the date of issue.**

Statutory authority: The Control of Asbestos Regulations 2012 (SI 2012/632).

- Medical records under the Ionising Radiations Regulations  
Statutory retention period: until the person reaches 75 years of age, but in any event for at least **50 years**.  
Statutory authority: The Ionising Radiations Regulations 2017.
- Records of tests and examinations of control systems and protective equipment under the Control of Substances Hazardous to Health Regulations (COSHH)  
Statutory retention period: **5 years from the date on which the tests were carried out.**  
Statutory authority: The Control of Substances Hazardous to Health Regulations 2002 (COSHH) (SI 2002/2677).
- Records relating to children and young adults  
Statutory retention period: **until the child/young adult reaches the age of 21.**  
Statutory authority: Limitation Act 1980.
- Retirement benefits schemes – records of notifiable events, for example, relating to incapacity  
Statutory retention period: **6 years from the end of the scheme year in which the event took place.**  
Statutory authority: The Retirement Benefits Schemes (Information Powers) Regulations 1995 (SI 1995/3103).
- Statutory maternity pay records, calculations, certificates (MATB1s) or other medical evidence  
Statutory retention period: **3 years after the end of the tax year in which the maternity period ends.**  
Statutory authority: The Statutory Maternity Pay (General) Regulations 1986 (SI 1986/1960) as amended.
- Wage/salary records (also overtime, bonuses, expenses)  
Statutory retention period: **6 years.**  
Statutory authority: Taxes Management Act 1970.
- National minimum wage records  
Statutory retention period: **3 years after the end of the pay reference period** following the one that the records cover.  
Statutory authority: National Minimum Wage Act 1998.
- Records relating to working time  
Statutory retention period: **2 years from date on which they were made.**  
Statutory authority: The Working Time Regulations 1998 (SI 1998/1833).

### **Recommended (Non-Statutory) Retention Periods**

For many types of HR records, there is no definitive retention period, therefore it is up to us to decide how long to keep them. We have therefore considered the necessary retention period for them, depending on the type of record.

The retention periods listed below are based on the time limits for potential UK tribunal or civil claims.

The UK Limitation Act 1980 contains a 6-year time limit for starting many legal proceedings. So, where documents may be relevant to a contractual claim, we will retain them for at least a corresponding 6-year period.

### Record Types:

- Actuarial valuation reports  
Recommended retention period: **permanently**.
- Application forms and interview notes (for unsuccessful candidates)  
Recommended retention period: **12 months**.
- Assessments under health and safety regulations and records of consultations with safety representatives and committees  
Recommended retention period: **permanently**.
- Inland Revenue/HMRC approvals  
Recommended retention period: **permanently**.
- Money purchase details  
Recommended retention period: **6 years after transfer or value taken**.
- Parental leave  
Recommended retention period: **5 years from birth/adoption** of the child or 18 years if the child receives a disability allowance.
- Pension scheme investment policies  
Recommended retention period: **12 years from the ending of any benefit payable** under the policy.
- Pensioners' records  
Recommended retention period: **12 years after benefit ceases**.
- Personnel files and training records (including disciplinary records and working time records)  
Recommended retention period: **6 years after employment ceases**.
- Redundancy details, calculations of payments, refunds, notification to the Secretary of State  
Recommended retention period: **6 years from the date of redundancy**.
- Senior executives' records (that is, those on a senior management team or their equivalents)  
Recommended retention period: **permanently** for historical purposes.
- Statutory sick pay records, calculations, certificates, self-certificates  
Recommended retention period: **6 years after the employment ceases**.
- Trade union agreements  
Recommended retention period: **10 years after ceasing to be effective**.

## PART 3 - DATA SECURITY POLICY

### INTRODUCTION

This policy outlines behaviours expected of employees when dealing with data and provides a classification of the types of data with which they should be concerned.

#### **Purpose**

As an employee of the company if you have access to data then you must protect personal, restricted, confidential and sensitive data and ensure it is processed in accordance with the data protection principles contained in the principal data protection policy and further detailed below.

#### **Scope**

Any employee, contractor or individual with access to our systems and personal data. The definition of data to be protected is defined as all data that is described in part 1 of this policy.

### DATA PROTECTION PRINCIPLES

The following provides further detail to the data protection principles stated in the principal data protection policy (part 1).

Staff whose work involves using and or processing data subjects must comply with this policy and with the six legal data protection principles which require that personal information is:

#### **Lawfulness, Fairness and Transparency**

Processed fairly and lawfully and in a transparent manner in relation to individuals.

We must always have a lawful basis to process personal information. In most (but not all) cases, the person to whom the information relates (the subject) must have given consent. The subject must be told who controls the information (us), the purpose(s) for which we are processing the information and to whom it may be disclosed.

#### **Purpose Limitation**

Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.

#### **Data Minimisation**

Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

### **Accuracy**

Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy').

### **Storage Limitation**

Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation').

For guidance on how long particular information should be kept, contact the data controllers representative.

### **Integrity and Confidentiality**

Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

In addition to the above, some personal information needs even more careful handling. This includes information about a person's racial or ethnic origin, political opinions, religious or philosophical belief, trade union membership, genetic or biometric data, health, sex life and sexual orientation; and any criminal convictions and offences.

## **EMPLOYEE REQUIREMENTS**

You must protect personal information in our possession from being accessed, lost, deleted or damaged unlawfully or without proper authorisation through the use of data security measures.

Maintaining data security means making sure that:

- only staff who are authorised to use the information can access it;
- information is accurate and suitable for the purpose for which it is processed; and
- authorised persons can access information if they need it for authorised purposes.

Personal information therefore should not be stored on individual computers but instead on our central system.

We by law, must use procedures and technology to secure personal information throughout the period that we hold or control it, from obtaining to destroying the information.

Personal information must not be transferred to any person to process, e.g. while performing services for us on our behalf, unless that person has either agreed to

comply with our data security procedures or we are satisfied that other adequate measures exist.

Security procedures include:

- physically securing information. Any desk or cupboard containing confidential information must be kept locked. Computers should be locked with a password or shut down when they are left unattended and discretion should be used when viewing personal information on a monitor to ensure that it is not visible to others; and
- controlling access to premises. Staff should report to security if they see any person they do not recognise in an entry-controlled area.

Telephone precautions. Particular care must be taken by staff who deal with telephone enquiries to avoid inappropriate disclosures. In particular:

- the identity of any telephone caller must be verified before any personal information is disclosed;
- if the caller's identity cannot be verified satisfactorily then they should be asked to put their query in writing; and
- do not allow callers to bully you into disclosing information. In case of any problems or uncertainty, contact the data controllers representative.

Methods of disposal – Copies of personal information, whether on paper or on any physical storage device, must be physically destroyed when they are no longer needed. Paper documents should be shredded and CD's or memory sticks or similar must be rendered permanently unreadable.



# DISCIPLINARY AND DISMISSAL POLICY

## INTRODUCTION

This disciplinary and dismissal policy and the procedures contained within have been designed to ensure that all employees are treated fairly and consistently and to help and encourage all employees to achieve, maintain and improve standards of conduct, attendance and performance. You should familiarise yourself and abide with its provisions.

The disciplinary and dismissal policy is for guidance only, it does not form part of any contract of employment or otherwise have contractual effect, it does not apply to employees with less than two years continuous service. We reserve the right to make additions or alterations to the policy from time to time and you will be notified of any such additions or alterations.

## PRINCIPLES AND GENERAL RULES

You must conduct yourself and perform your work at all times in a manner that complies with these general rules (the general rules identified below are not exhaustive):

### General Rules

- You are required to comply with the rules relating to notification of absence, which are set out in our sickness and attendance policy and procedure.
- You are required to arrive at work promptly, ready to start work at your contracted starting times, and are required to remain at work until your contracted finishing times, you must obtain management authorisation if for any reason you wish to arrive later or leave earlier than your normal start and finish times.
- You may be required to work additional hours at short notice, as the needs of the business require.
- You are required to maintain satisfactory standards of performance at work, a high level of quality, accuracy and diligence.
- You are required to keep confidential, both during your employment and at all times after its termination, all information gained in the course of your employment about the business of the company, and that of our customers, suppliers and business partners, except in circumstances in which you are required to disclose information by law or in the course of the performance of your duties with us.
- You are not permitted to engage in any activity outside your employment with us which could reasonably be interpreted as competing with us.
- You are required to ensure your personal hygiene and appearance is of a manner and standard appropriate to the function in which you are engaged.
- You may be required from time to time to undertake duties outside your normal job remit.
- You may be required from time to time to work at locations other than your normal place of work.
- You are required to co-operate fully with your colleagues and with management and to ensure you demonstrate acceptable standards of politeness.

- You are required to take all necessary steps to safeguard our public image and preserve positive relationships with our customers.
- You are required to comply with our operating policies and procedures.
- You are required to ensure that you do not breach our policies on equality and/or harassment and bullying.
- You are required to gain an understanding of our health and safety procedures, observe them and ensure that safety equipment and clothing is always used.
- All accidents, however minor, must be reported to management as soon as possible, and an entry made in our accident book.
- You are not permitted to make use of our communication systems without management permission.
- Company property and equipment must not be taken from our premises other than for use on authorised company business.
- If you find an item of personal property on the premises, you are required to inform management immediately.
- You are required to submit your person or property, including vehicles, to being searched whilst on the premises, or at our reasonable request.

Examples of action which will be regarded as misconduct are detailed below. Such behaviour will normally result in the disciplinary procedure being followed and may render you liable to an appropriate sanction.

- Failure to adhere to working hours, e.g. poor timekeeping or persistent lateness.
- Unauthorised absence.
- Unacceptable level of absence.
- Failure to follow our procedures (very serious failures may constitute gross misconduct).
- Breach of our policies.
- Poor/unsatisfactory attitude and/or conduct.
- Minor insubordination.
- Unauthorised use of personal or company property.
- Helping another employee (in any way) to commit a disciplinary offence.

Action and behaviours which we view as gross misconduct are detailed below (this list is non-exhaustive); such behaviour will normally render you liable to dismissal without notice. Examples include:

- Pre-mediated or persistent unauthorised absence.
- Theft, misappropriation, dishonesty or fraud.
- Assault, act of violence or aggression.
- Unacceptable use of obscene or abusive language (including language of a discriminatory nature).
- Possession, use or sale of non-prescribed or illegal drugs on our premises or during working hours.
- Possession or consumption of alcohol on our premises or during working hours, other than on occasions that we have approved.
- Serious incapability at work brought on by alcohol or non-prescribed drugs.

- Wilful damage to our property or the property of our employees or customers, suppliers or business partners.
- Serious insubordination.
- Falsification of records or other documents, including those relating to obtaining employment.
- Unlawful discrimination, harassment or bullying.
- Unreasonable refusal to carry out reasonable management instructions.
- Acts of bribery, corruption or tax evasion facilitation.
- Acts of indecency or sexual harassment.
- Serious breach of the health and safety policies and procedures or endangering the health and safety of a fellow employee, client or third-party.
- Breach of our policy regarding smoking.
- Breach of confidentiality, including the unauthorised disclosure of company business to the media or any other party (this rule does not apply to making, in good faith, a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996 [whistleblowing] or to a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010).
- Unauthorised access to or use of computer data or computer hardware.
- Copying of computer software, other than when authorised in your normal course of employment.
- Bringing us into disrepute.
- Misuse of our name.
- Serious breach of our policies or procedures.
- Serious negligence which causes or might cause unacceptable loss, damage or injury.
- Making covert recordings (audio or moving images) of any meeting as part of any informal or formal process.
- Fraudulent use, misuse or abuse of company credit or charge card, fuel card or expenses policy.
- Unauthorised sleeping whilst on duty.
- Unauthorised gambling or facilitation of gambling on our premises or during working hours.
- Conviction of a criminal offence (except for minor road traffic offences) that impacts on your suitability to do your job or your relationship with us, your work colleagues or our customers, suppliers or business partners.

A breach of the general rules will render you liable to disciplinary action in accordance with the disciplinary procedure. An instance of gross misconduct will normally render you liable to dismissal without notice.

### **DISCIPLINARY PROCEDURE**

We recognise the importance of dealing with disciplinary and/or dismissal matters without undue delay. Where applicable, cases of misconduct may be dealt with informally (sometimes referred to as counselling) with the objective of improving your conduct or performance. Where the matter is more serious, or where you have failed to improve following informal discussions, formal action will be taken.

The outcome of formal action will normally result in one of three levels of disciplinary sanction below being imposed. Other than in cases of gross misconduct, you will not normally be dismissed for a first offence. We reserve the right to impose sanctions at any level, or to skip levels, depending on the circumstances of the case.

### **Investigation**

If any complaint of misconduct is made against you, an investigation will usually be carried out by an appropriate senior manager. We will, at our sole discretion, determine who is an appropriate person to carry out the role of the investigating officer (the 'investigating officer'). You must cooperate fully and promptly in any investigation.

On completion of the investigation, the investigating officer will recommend whether a disciplinary hearing should be convened, or some other steps taken in relation to the situation.

You do not have a statutory right to be accompanied at any investigatory meeting.

### **Suspension**

If we have any grounds to believe that you may be guilty of serious misconduct, or where relationships have broken down, or where we have any grounds to consider that our property or responsibilities to other parties are at risk, or where we consider in our absolute discretion that your continued presence at our premises would hinder an investigation, we will be entitled to suspend you on full pay. Any such suspension will normally last only as long as required to enable an investigation into the circumstances giving rise to such belief of serious misconduct and for any disciplinary hearing to be convened. Any such period of suspension is not a punishment, nor considered as disciplinary action against you, nor does it imply that any decision has been taken about your case.

### **Right to be Accompanied at Disciplinary and Appeal Hearings**

You are entitled to be accompanied at any disciplinary hearing (including any appeal hearing) by a fellow work colleague of your choice or trade union representative who meets the statutory requirements. It is your responsibility to secure the attendance at any hearing of any fellow work colleague.

The person accompanying you is entitled to address the hearing to put and sum up your case, respond on your behalf to any views expressed at the hearing and confer with you during the hearing. The person accompanying you does not have the right to answer questions on your behalf, address the hearing if you do not wish it, or prevent us from explaining our case.

### **Invitation to Disciplinary Hearing**

You will receive advance written notice of any disciplinary hearing.

This letter or notice will:

- set out the nature of the allegations against you;
- advise you of the possible consequences of the allegations against you;
- set out the date, time and place of the hearing;
- advise of your right to be accompanied at the hearing;

- advise who our witnesses will be (if any);
- provide copies of our witness statements, or where this is not possible, summaries; and
- provide copies of any other supporting evidence on which we intend to rely.

### **Disciplinary Hearing**

A disciplinary hearing will be convened as soon as reasonably practicable after the conclusion of the investigation and once you have had a reasonable opportunity to consider the information provided (normally 24 hours). No decision will be made as to whether any disciplinary action is to be taken or the nature of any disciplinary action to be taken before the hearing takes place.

Where possible, the hearing will usually be heard and chaired by somebody more senior who was not involved in the investigation (the 'chairperson').

Where possible, a notetaker, who is not involved in the case, will be present at the hearing to take minutes.

At the hearing, the chairperson will explain the complaint against you and go through the evidence that has been gathered. You will have an opportunity to state your case in relation to the allegations and challenge any evidence produced in support of our allegations. You will be permitted to ask questions, present evidence and call witnesses (provided that the chairperson is notified in advance of the hearing of the names of such witnesses and their relevance to the allegations). You will also be given an opportunity to raise points about any information provided by witnesses.

### **Decision**

At the end of the disciplinary hearing, the chairperson will normally adjourn the meeting before making a decision. Following the adjournment, the chairperson may issue an oral decision. If the chairperson is unable to reach an immediate decision following the hearing, they may issue a decision in writing. In any event, written notification of the outcome of the hearing will usually be sent to you within five working days of the hearing, or as soon as reasonably practicable, together with an explanation of any disciplinary action taken and notification of your right to appeal.

### **Stages of Disciplinary Sanction**

Very minor cases of misconduct will be dealt with informally by means of counselling with the objective of improving your conduct. This may be documented, and a note kept on your personnel file. Where the matter is more serious, or where informal action has not resulted in the desired level of improvement, formal action will be taken, usually as described below.

#### **Stage 1 - First Written Warning**

In cases of misconduct you may be given a formal written warning. This will give the following information:

- An explanation of the reasons for the warning.
- An explanation of the improvements in conduct required.
- The timescale for making these improvements.

- Any support we will provide to assist you.
- An explanation of the consequences of any repetition of misconduct or failure to improve conduct to an acceptable standard.
- Advice as to your right to appeal against the disciplinary decision.

A first written warning will normally remain in force for six months and a copy of the warning will be kept on your personnel record. It will normally be disregarded for disciplinary purposes after a period of six months, or any longer period specified in the warning subject to satisfactory conduct and performance during that time but will form a permanent part of your personnel record.

### **Stage 2 - Final Written Warning**

In the event of a failure to improve or change behaviour during the currency of a prior warning or where the misconduct, infringement or offence is sufficiently serious to warrant it, a final written warning may be given to you. This will give the following information:

- An explanation of the reasons for the warning.
- An explanation of the improvements in conduct required.
- The timescale for making these improvements.
- Any support we will provide to assist you.
- An explanation that any repetition of misconduct or failure to improve conduct to an acceptable standard will render you liable to dismissal.
- Advice as to your right to appeal against the disciplinary decision.

A final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. In exceptional cases, depending upon the seriousness and nature of the behaviour, misconduct or infringement, the period for which the final written warning remains in force may be longer. The final written warning will normally be disregarded for disciplinary purposes after a period of 12 months or any longer period specified in the warning, subject to satisfactory conduct and performance during that time, but will form a permanent part of your personnel record.

### **Stage 3 - Dismissal or Other Sanction**

In the event of a failure to improve or change behaviour or improve conduct during the currency of a prior warning, or where the misconduct, infringement or offence is sufficiently serious to warrant dismissal, or if you are guilty of an act of gross misconduct (see list above for a non-exhaustive list of examples), dismissal will normally result.

A decision to dismiss will only be taken by a manager who has the authority to do so.

In the case of dismissal (including summary dismissal), you will, as soon as is reasonably practicable, be provided with written confirmation of the dismissal which will set out the following:

- Details of the reason for the dismissal.
- The date on which your employment terminated or will terminate.
- The appropriate period of notice or pay in lieu of notice (if any).

- Advice as to your right to appeal against the dismissal.

### **Action Other than Dismissal**

Where a decision to dismiss has been taken, we may at our absolute discretion, propose a sanction other than dismissal is to be imposed (e.g. demotion). You will, as soon as is reasonably practicable, be provided with written confirmation of the action to be taken, how it is to be implemented, the date on which it will come into force (if appropriate) and information on your right to appeal. In the event you refuse to accept any proposed action other than dismissal, your employment will be terminated. One of the following sanctions may be considered as an alternative:

- Demotion to another position (on a temporary or permanent basis) without pay protection.
- Transfer to another position without pay protection.
- Change in your duties.

Any of the above sanctions may be used in conjunction with a final written warning.

### **Summary Dismissal**

If you are guilty of an act of gross misconduct or some other fundamental breach of our rules or of the contract of employment you may be summarily dismissed. This means that there will be no obligation on us to allow you to work your notice period or make a payment in lieu of notice.

If your behaviour justifies it, we may summarily dismiss you without any previous warning(s) having been given.

## **APPEALS**

If you wish to appeal against a disciplinary decision or sanction, you must inform the chairperson, or any other person so identified, in writing within five working days of receiving notification of the disciplinary decision. Your written notification should specify the grounds for the appeal. If you wish to produce additional evidence to support your case, then this must be provided to the appropriate person in advance of the appeal hearing.

All appeals will be dealt with as promptly as possible and a date will be set for the appeal hearing as soon as is reasonably practicable after written notification of your appeal has been received.

You will be informed of the arrangements for the appeal hearing, confirmation of the appeal chairperson, details of any other representative of the company who will be present (including the person who will be present at the meeting to take notes) and of the right to be accompanied at the appeal hearing. We will inform you if any witnesses are to attend the appeal hearing on our behalf.

Wherever possible, the appeal will be heard by an appropriate person within the company who has not been involved in the investigation or disciplinary hearing and/or who is more senior than the person who heard the disciplinary hearing (the 'appeal chairperson'). If there is no internal person available to hear the appeal, an external person may (at our sole discretion) be appointed as the appeal chairperson.

You must advise the appeal chairperson in advance of the appeal hearing of the name and relevance of any witness you intend to bring to the appeal hearing on your behalf. At the appeal hearing, you will be asked to present your appeal to the appeal chairperson.

The appeal chairperson will confirm to you in writing the outcome of the appeal hearing usually within five working days of the appeal hearing, or as soon as is reasonably practicable.

The appeal chairperson's decision will be final. There is no further right of appeal.

Normally, the appeal chairperson's decision will be final, and there will be no further right of appeal. The only exception to this is as set out below:

- (a) The appeal chairperson has the power, in appropriate circumstances, to increase the sanction applied.
- (b) Where a sanction is increased on appeal, a further appeal against that increased sanction may be made.



# EQUALITY POLICY

## POLICY STATEMENT

We are fully committed to providing equal opportunities for all employees, workers and job applicants, and to eliminating unlawful and unfair discrimination. We aim to create a culture that encourages and values diversity, and that appoints, rewards and promotes staff based on merit.

We will not unlawfully discriminate against any employee, worker or job applicant because of any 'protected characteristic', namely:

- age;
- disability;
- gender reassignment;
- marriage or civil partnership status;
- pregnancy and maternity;
- race (including colour, nationality and ethnic or national origin);
- religion or belief;
- sex; or
- sexual orientation.

## INTRODUCTION

The policy statement above sets out our commitment to ensuring that all staff and job applicants have equal opportunities. The remainder of this document sets out our policy on equality and diversity, in particular:

- what we regard as acceptable behaviour at work, and what is not acceptable;
- the rights and responsibilities of those to whom the policy applies;
- the procedure for dealing with concerns or complaints;
- how we will deal with any breach of this policy;
- who is responsible for the policy; and
- how it will be implemented, monitored and reviewed.

## SCOPE

This policy applies to employees, temporary and agency workers, interns, volunteers, apprentices and job applicants. All staff are responsible for ensuring that there is no discrimination in the workplace, as outlined in the policy statement, and for ensuring that this policy is applied on a day-to-day basis. They are also expected to apply the principles of equal opportunities and non-discrimination in their interactions with clients, suppliers, business partners and visitors. In certain circumstances, an employee can be personally liable for discrimination against a fellow employee or a job applicant.

## EQUALITY PRINCIPLES AND IMPLEMENTATION

As set out in the policy statement, there should be no discrimination because of any of the protected characteristics or other factors. The types of discrimination that are prohibited are explained below. Discrimination may occur in the following forms:

### **Direct Discrimination**

This is treating someone less favourably (or, in the case of pregnancy and maternity, unfavourably) because of a protected characteristic. An example of this would be paying someone less because of their sex or because they belong to a particular racial group. 'Because of' is very wide and will cover behaviour that takes place, for example because of sexual orientation, even if the person is not in fact gay, and even if the perpetrator knows that they are not gay. It also includes less favourable treatment because someone is associated with another person who has a protected characteristic, e.g. because a worker is the primary carer for a disabled child. Such treatment is unlawful unless, in relation to age only, it can be objectively justified, i.e. the employer can show that it is a proportionate means of achieving a legitimate aim.

### **Indirect Discrimination**

This is treating a group of people in the same way, but in a way which adversely affects those with a protected characteristic. An example of this would be telling all employees that they have to work late at night; although applied to everyone, it will adversely affect those employees with childcare responsibilities, and these tend to be women. Such treatment is unlawful unless it can be objectively justified.

### **Victimisation**

This is treating someone less favourably because they have alleged discrimination or asserted their right not to be discriminated against because of a protected characteristic. An example of this would be an employee claiming that they had been discriminated against, who is then refused a reference by their manager because of that claim.

### **Harassment**

This is unwanted conduct, related to a protected characteristic, which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive environment for someone or violating their dignity. Harassment may also be of a sexual nature. It may also occur where someone harasses the victim, the victim either rejects or submits to the harassment and, because of that rejection or submission, that person then treats the victim less favourably. More information on what can constitute harassment is set out in our harassment and bullying policy.

### **Discrimination Arising from Disability (in the case of disability only)**

This is unfavourable treatment of the disabled person because of something arising in consequence of their disability. Such treatment is unlawful unless it can be objectively justified.

### **The Duty to make Reasonable Adjustments (in the case of disability only)**

This duty comprises three requirements, each of which arises where a disabled person is at a substantial disadvantage in relation to a 'relevant matter':

- (a) The first is a requirement, where a provision, criterion or practice puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to avoid the disadvantage.
- (b) The second is a requirement, where a physical feature puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to avoid the disadvantage.
- (c) the third is a requirement, where a disabled person would, but for the provision of an auxiliary aid, be put at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to provide the auxiliary aid.

We will appoint, train, develop, reward and promote on the basis of merit and ability.

The principles set out in this policy apply in the workplace and outside the workplace in a work-related context, such as on business trips, customer or supplier events or work-related social events and at any time while you are wearing a work uniform.

Special responsibility for the practical application of this equality policy falls upon managers involved in the recruitment, selection, appraisal, promotion and training of employees and the way their terms of employment are fixed.

We will appoint a senior level manager to be responsible for this policy, its implementation, monitoring and review.

If you have any doubt or concern about this policy, or how it should be applied in any particular instance or situation, please contact your line manager as soon as possible.

If you believe you have been unfairly treated in breach of this policy, you should follow our grievance procedure. The harassment complaints procedure set out in our harassment and bullying policy is also available if you believe that you may have been harassed or bullied. You will not be victimised in any way for making such a complaint in good faith. Complaints of this nature will be dealt with seriously, in confidence and as soon as possible.

We will not tolerate behaviour that goes against this policy, and where you are alleged to have breached this policy, you will be subject to our disciplinary procedure. Disciplinary action will be taken if you are found to have breached this policy. Serious breaches of this policy, acts of unlawful discrimination and serious incidents of harassment and bullying will be treated as gross misconduct. Unwarranted allegations that are not made in good faith may also be considered as a disciplinary matter.

# FAMILY FRIENDLY POLICIES

## INTRODUCTION

This section of the handbook contains all of the family friendly policies and identifies key entitlements and provisions relating to:

- adoption leave and pay;
- maternity leave and pay;
- parental leave;
- paternity leave and pay;
- shared parental leave;
- time off to attend antenatal or adoption appointments;
- keeping-in-touch (KIT) days;
- parental bereavement leave; and
- flexible working.

## ADOPTION LEAVE AND PAY POLICY

### Introduction

You may be entitled to adoption leave and pay if you intend to adopt a child under 18. The rights outlined within this policy are available to both men and women (although where a couple adopt a child, only one parent will be allowed to take adoption leave). If you are adopting a child from overseas, are the foster parent of a child or children who have been placed with you with a view to adopt or have entered into a surrogacy agreement and intend to apply for a parental order, please speak to a director or the managing director for further details of the rights and entitlements available to you.

### Scope

This policy applies to all employees. It does not apply to consultants, agency workers or self-employed contractors.

This policy covers the rights employees are given by law and is intended to be a summary only and not a complete statement of your rights.

### Entitlement to Adoption Leave

Where two parents are adopting a child, only one parent may take ordinary and additional adoption leave. The other parent may be entitled to paternity leave.

Shared parental leave may be available to both parents, if they qualify for it, in substitution for some or all of the adoption leave entitlement.

If you are an employee of our company you will be entitled to take adoption leave provided:

- you have been matched with the child for adoption by a UK adoption agency;
- you have notified the agency that you agree that the child should be placed with you and you have agreed on the date of placement;

- you have not already taken ordinary adoption leave in relation to this child as a result of that child being placed, or expected to be placed, with you as a foster parent by a local authority in a 'fostering to adopt' arrangement; and
- you have complied with the relevant notification/evidential requirements.

Adoption leave is made up of 26 weeks of ordinary adoption leave (OAL) and a further 26 weeks of additional adoption leave (AAL) starting immediately after OAL. Part of adoption leave may be paid, see Statutory Adoption Pay (SAP) below.

### **Starting Ordinary Adoption Leave**

You may choose to begin your OAL on the date on which the child is placed with you for adoption, or on a predetermined date up to 14 days before the expected date of placement. If you change your mind about the date you want to start your leave you must give written notice to us at least 28 days before the new start date.

### **Notification Requirements for Adoption Leave**

You should notify a director or the managing director in writing of your intention to take adoption leave within 7 days of being matched with a child, or, if that is not reasonably practicable, as soon as reasonably practicable thereafter. Your notice should state that you intend to take adoption leave, the date you want your leave to start and the expected date of the placement.

You should also provide us with the matching certificate from the adoption agency. We can also ask you for the name and address of the adoption agency, the date you were notified of the match and the date on which the agency expects to place the child with you.

### **Statutory Adoption Pay (SAP)**

To be eligible for SAP you must meet the requirements set out above regarding entitlement to adoption leave and:

- have worked continuously for us for at least 26 weeks ending with the week in which notification was received of having been matched with the child for adoption (the qualifying week);
- earn on average in the eight weeks prior to the qualifying week (QW) at least the lower earnings limit for national insurance contributions;
- be absent from work due to adoption leave;
- have notified us of your intention to claim SAP in accordance with this policy; and
- have provided the necessary documents/information as required.

SAP is payable for a maximum of 39 weeks. During the first 6 weeks of ordinary adoption leave, you will receive 9/10ths of your average weekly earnings. After that initial period, you can expect to receive the lower of either; the prevailing statutory rate, or 9/10ths of your average weekly earnings. Your SAP will be paid into your bank account on the same date that you would have received your salary and will be subject to the usual deductions for tax, national insurance and pension contributions, except that your own pension contributions will be calculated by reference to the pay you are actually receiving, not your normal pay.

To claim SAP you must give 28 days' notice in writing prior to the date you want to receive your first payment of SAP or, if that is not reasonably practicable, as soon as possible thereafter. You can give this notice at the same time as you give the notice you want to take adoption leave.

### **Rights During Adoption Leave**

While you are taking statutory adoption leave, your contract of employment will continue and you will receive the benefit of the usual terms and conditions of your employment, except those relating to remuneration, i.e. salary/wages.

Annual leave entitlement will continue to accrue during adoption leave at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless otherwise agreed. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at our discretion. Please discuss your holiday plans with your line manager in good time before starting adoption leave. All holiday dates are subject to approval in the normal way.

During adoption leave you will be expected to continue to comply with the terms of your contract of employment, for example your duties as to confidentiality and the duty of fidelity and the terms in your contract of employment relating to giving notice on resignation and disclosure of confidential information and any applicable restrictive covenants.

### **Returning to work after Adoption Leave**

We will normally confirm in writing your entitlement to adoption leave and pay, setting out your expected date of return (i.e. 52 weeks after the date you intend to start your leave). If you intend returning to work on this date you are not required to give any further notification to us.

If you wish to return to work before the date we have notified you will be the date your leave will end, you must give at least eight weeks' notice of the revised return date.

If you decide that you do not wish to return to work, you should notify us as soon as possible. You must give notice of resignation to us in accordance with your contract of employment. When you give notice to us you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), otherwise you might be required to return to work for the remainder of the notice period.

## **MATERNITY LEAVE POLICY**

### **Introduction**

If you are pregnant or have recently given birth this policy outlines the arrangements, rights and responsibilities for pregnancy-related sickness, health and safety and maternity leave and pay.

### **Scope**

This policy applies to employees. It does not apply to consultants or self-employed contractors (with the exception of the health and safety aspects of this policy which will apply to certain qualifying agency workers).

This policy covers the rights employees are given by law and is intended to be a summary only and not a complete statement of your rights.

### **Entitlement to Maternity Leave**

All pregnant employees are entitled to up to 52 weeks' maternity leave, comprising 26 weeks' ordinary maternity leave (OML) plus 26 weeks' additional maternity leave (AML), which must be taken immediately following OML. Pregnant employees must take at least two weeks' maternity leave (compulsory maternity leave) starting on the day their baby is born.

### **Notification**

You must notify us, in writing, no later than the end of the 15<sup>th</sup> week before your expected week of childbirth (EWC), meaning the week (starting on a Sunday) in which your doctor or midwife expects you to give birth (or if that is not reasonably practicable, as soon as is reasonably practicable afterwards) of:

- the fact that you are pregnant and your EWC;
- the date on which you would like your maternity leave to start (your 'planned start date'), which must be no earlier than the beginning of the 11<sup>th</sup> week before your EWC; and
- you must also provide us with a copy of the certificate from your doctor or midwife confirming your EWC (a MATB1 form) once you have received it.

We will normally write to you within 28 days of receiving notification of your planned start date, to tell you the date we will expect you to return to work if you take your full OML and AML maternity leave entitlement (your 'expected return date').

### **Pregnancy-Related Sickness Absence**

You will be eligible for sick pay for any periods of pregnancy-related sickness absence in the same manner as applies for any other type of sickness absence. However, if you are absent from work for a pregnancy-related reason at any time during the 4 weeks immediately before your EWC, your maternity leave will start automatically.

### **Health and Safety**

Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

### **Starting Maternity Leave**

Your maternity leave can start at any time from the beginning of the 11<sup>th</sup> week before your EWC and will usually start on the planned start date.

If you give birth before your planned start date or are absent for a pregnancy-related reason during the 4 weeks immediately prior to your EWC, you must inform us in writing as soon as is reasonably practicable and notify us of the date on which you gave birth or the date on which your pregnancy-related absence began. In such circumstances, your maternity leave will start the day after you give birth, or the day after your absence began.

You may change your planned start date by informing us, in writing, at least 28 days before the earlier of the original start date or the new date, or, if that is not reasonably practicable, as soon as is reasonably practicable.

### **Statutory Maternity Pay (SMP)**

Statutory maternity pay (SMP) is payable for up to 39 weeks of maternity leave. If you decide to return to work prior to the expiry of the 39-week period, you will stop receiving SMP on your return to work and you will have no further entitlement to SMP.

You will be entitled to SMP if:

- you have been continuously employed for at least 26 weeks before the 15<sup>th</sup> week before your EWC (your 'qualifying week') and are still employed by us during your qualifying week;
- you give us at least 28 days' notice in writing (or, if that is not reasonably practicable, as much notice as is reasonably practicable) of when you intend SMP to start;
- you have provided us with a doctors or midwives certificate (Form MATB1) confirming your EWC;
- your average weekly earnings during the 8 weeks ending with the qualifying week are not less than the lower earnings limit set by the government each year; and
- you are still pregnant 11 weeks before the start of the EWC or have already given birth and are absent due to maternity leave.

During the first 6 weeks of ordinary maternity leave, you will receive 9/10ths of your average weekly earnings. After that initial period, you can expect to receive the lower of either; the prevailing statutory rate, or 9/10ths of your average weekly earnings.

SMP payments will be made on your normal pay date through payroll. Income tax, national insurance and pension contributions will be deducted as appropriate except that your own pension contributions will be calculated by reference to the pay you are actually receiving, not your normal pay.

If you do not qualify for SMP, you may be entitled to maternity allowance (MA). MA is paid directly by Jobcentre Plus for up to 39 weeks. If you wish to claim MA, you should request an MA claim pack from Jobcentre Plus.

### **Rights During Maternity Leave**

During both OML and AML you will continue to receive all of your contractual benefits as set out in your contract of employment (with the exception of wages or salary).

Annual leave entitlement will continue to accrue during maternity leave at the rate provided under your contract. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless otherwise agreed. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at our discretion. Please discuss your holiday plans with your line manager in good time before starting maternity leave. All holiday dates are subject to approval in the normal way.



During maternity leave you will be expected to continue to comply with the terms of your contract of employment, for example your duties as to confidentiality and the duty of fidelity.

### **Returning to work**

You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work earlier than your expected return date, you must give us not less than 8 weeks' notice of the date upon you wish to return. It is helpful if you give this notice in writing. If insufficient notice is given, your return date may be postponed until 8 weeks after you give notice.

Your maternity leave cannot last longer than 52 weeks. If you wish to return later than your expected return date, you should either request unpaid parental leave, in accordance with our parental leave policy, giving no less than 21 days' notice, or request paid annual leave in accordance with your contract of employment. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and rules relating to reporting authorisation of absence will apply. In any other case, failure to return without good cause will be treated as unauthorised absence.

You are normally entitled to return to work in the position you held before starting maternity leave and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for us to allow you return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

If you decide that you do not wish to return to work, you should notify us as soon as possible of your decision giving notice of resignation to us in accordance with your contract of employment. When you give notice to us you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), otherwise you might be required to return to work for the remainder of the notice period.

## **PARENTAL LEAVE**

### **Introduction**

This policy sets out the rights and responsibilities of employees who wish to take parental leave. Parental leave is available to both parents, whether of natural children or of adopted children.

This policy does not apply to agency workers, consultants or self-employed contractors.

This policy covers the rights employees are given by law but is intended to be a summary only and not a complete statement of your rights.

### **Eligibility**

You will be eligible to take parental leave if:

- you have one year's continuous employment at the time you want to take parental leave;
- you have or expect to have parental responsibility for a child under the age of 18; and

- you are taking the leave to care for that child.

You will be considered to have responsibility for a child for these purposes if you:

- are the child's biological mother or father (this is the case whether or not the child lives with you) and you have parental responsibility for the child;
- are the father of the child registered on their birth certificate;
- are the child's adoptive parent; or
- you otherwise have parental responsibility for the child, e.g. you are the child's legal guardian.

### **Notification Requirements**

You must inform a director or the managing director of your intention to take parental leave at least 21 days before the date on which you intend your leave to start. Your notification must specify the dates upon which the leave you are requesting will start and end. Notification should be given in writing.

If you are a father wishing to take leave immediately after the birth of your child or are adopting and want to take the leave immediately after the placement of your child with you, your notice must be given to us at least 21 days before the week in which the birth or placement for adoption is expected. In this case, the notice must set out the expected week of childbirth or placement and the duration of the leave requested. In the case of adoption, if you are unable to give 21 days' notice, you should give the notice as soon as reasonably practicable.

We may ask you to provide us with a copy of your child's birth certificate, adoption papers, or evidence of your responsibility or expected responsibility for the child in respect of whom you are requesting leave. If you fail to provide the relevant documentation requested, we may refuse your request to take parental leave.

### **Taking Parental Leave**

If eligible, you are entitled to 18 weeks' unpaid parental leave in respect of each child for whom you are responsible. This entitlement is per parent per child and so, for example, where parental leave is requested in respect of twins, each parent has an entitlement to 36 weeks in total. The length of a week's parental leave is pro-rated for part-time employees. For example, an employee working a three-day week who takes three days off on parental leave will have used one week's parental leave. If your hours of work vary, they will be averaged over a 52-week period.

Parental leave must be taken before the child's eighteenth birthday.

If you have taken any period of parental leave while working for another employer, this will count towards your total parental leave entitlement. If you have taken parental leave with any other previous employer, you must provide details to a director or the managing director.

A maximum of 4 weeks' parental leave can be taken each year in respect of any individual child. For these purposes, a year is deemed to begin on the date upon which you become eligible for parental leave in respect of the child in question.

Parental leave can only be taken in blocks of one week. This does not apply to parents of a disabled child who are entitled to take leave in shorter blocks.

## **Our Right to Postpone Parental Leave**

In some circumstances, parental leave may be postponed for up to 6 months if we consider that the leave requested would cause undue disruption to the business.

If a request for leave is postponed, we will consult with you about the alternative dates for it. We will send you written notice, explaining the reasons for the postponement, together with the new start and end dates for the postponed leave.

We will not postpone your request for leave in the following circumstances:

- If you wish to take parental leave immediately after the birth or adoption of a child and have complied with the notification requirements.
- If a postponement of your requested leave would result in the leave being taken after the child's 18th birthday.

## **Terms and Conditions of Employment During Parental Leave**

Parental leave is unpaid, and the terms and conditions set out in your contract of employment relating to pay will not apply during any period of parental leave.

During any period of parental leave all other terms and conditions will continue to apply, you will remain bound by the terms and conditions of your contract of employment including your duty of good faith to us, your duty not to disclose confidential information relating to us and your contractual notice provisions

## **Returning to work**

If your parental leave is for a period of 4 weeks or less and was not part of a longer overall period of continuous leave, you are entitled to return to work in the same position as you held before commencing leave. Your terms and conditions of employment will be no less favourable than they would have been if you had not been absent on parental leave. This also applies where you add on up to 4 weeks' parental leave immediately after another period of leave, consisting of one or more continuous periods of other types of family leave (which may have been taken in relation to the same child or in relation to a different child or different children), without returning to work in between, provided that the overall period of continuous leave:

- does not include any earlier period of parental leave of more than 4 weeks; and
- does not include any period of family leave taken in relation to a particular child which, when added to any other periods of family leave taken in relation to that particular child (excluding any periods of parental leave taken in relation to that child) means that the total amount of family leave taken in relation to that child is more than 26 weeks.

If your parental leave is for a longer period than 4 weeks, or it immediately follows another type of leave, you will normally be entitled to return to work in the same position unless that is not reasonably practicable. If it is not reasonably practicable, you will be entitled instead to return to another suitable and appropriate job, on terms and conditions that are no less favourable.

If you are unable to return to work at the end of your parental leave due to sickness or injury, this will be treated as sickness absence and our usual sickness notification and

authorisation procedures will apply. In any other case, a failure to return without good cause will be treated as unauthorised absence.

### **Breaches of this Policy**

You are only permitted to take parental leave to care for a child. If you take, or attempt to take, a period of parental leave for any other purpose this will be treated as a misconduct issue under our disciplinary procedure.

## **PATERNITY LEAVE**

### **Introduction**

This policy outlines when our employees may be entitled to paternity leave and pay and sets out the arrangements for taking it. It is for guidance and outlines the rights employees and others are given by law but is intended to be a summary only and not a complete statement of your rights.

The policy may apply to a man or a woman. The references to a child include, where there has been a multiple birth (e.g. twins), or where more than one child is placed as a result of the same adoption arrangement.

In some cases you and your spouse or partner may be eligible to opt into the shared parental leave scheme, which enables you to share the leave and pay available in the first year after birth (or adoption). For more information about shared parental leave, please see our shared parental leave policy. If you wish to take shared parental leave, you should ensure you take any paternity leave entitlement first, as you cannot take paternity leave after a period of shared parental leave.

### **Paternity Leave**

Paternity leave is a period of 1 week, or 2 consecutive weeks (you cannot take the leave as 'odd' days) of leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within 8 weeks (56 days) of the birth or placement. If the baby is born prematurely, the period ends 8 weeks after the start of the expected week of childbirth.

In the case of a multiple birth (e.g. twins), or where more than one child is placed as a result of the same adoption arrangement, you are entitled to the same amount of leave as if only one child were involved.

In the case of adoption, where there are two adopting parents, they must choose which one will take adoption leave, and which will take paternity leave. Paternity leave is not available where only one person is adopting a child on his or her own (i.e. with no involvement of a spouse or partner in caring for the child); such persons may only take adoption leave.

### **Entitlement to Paternity Leave**

In the case of a birth, you are entitled to take paternity leave for the purpose of caring for a child, or supporting the child's mother, provided:

- as at the 15<sup>th</sup> week before the expected week of the birth of the child, you have at least 26 weeks' continuous employment with us;

- you are either the father of the child and have or expect to have responsibility for bringing up the child, or you are not the child's father but you are married to, or are the civil partner or the partner of, the child's mother and you have or expect to have the main responsibility (apart from the mother) for bringing up the child;
- you have not already taken any shared parental leave in respect of the child; and
- you give us the required notice and satisfy any requirements imposed within this policy (see notification and declaration paragraph below).

In the case of adoption, you are entitled to take paternity leave for the purpose of caring for a child, or supporting the adopter (the person who will be taking adoption leave in respect of the child), provided:

- you have, or expect to have, the main responsibility for the child's upbringing (apart from the responsibility of the adopter);
- you are either married to, the civil partner or the partner of the adopter;
- you have 26 weeks' continuous employment with us ending with the week in which the adopter is notified of having been matched with the child;
- you have not already taken any shared parental leave in respect of the child;
- you have not already exercised a right to take paid time off to attend (on a date before the child is placed for adoption) an adoption appointment in relation to the same child;
- you have not already previously taken paternity leave in relation to the same child as a result of the child being placed with a prospective adopter who was at the time of the placement your spouse, civil partner or partner; and
- you give us the required notice and the required declaration (as outlined below).

### **Notification and Declaration**

In the case of a birth, you must give a director or the managing director written notice of your intention to take paternity leave by the end of the 15<sup>th</sup> week before the expected week of the child's birth. If this is not possible, you must give us as much notice as you can. The notice must specify:

- the expected week of the child's birth;
- the length of period of paternity leave that you have chosen to take (i.e. one week or two weeks); and
- the date you have chosen for your leave to start.

In the case of adoption, you must give a director or the managing director written notice of your intention to take paternity leave no later than 7 days after being notified of the adopter having been matched with the child, or, if this is not possible, as much notice as you can. The notice must specify:

- the date on which the adopter was notified of having been matched with the child;
- the date on which the child is expected to be placed with the adopter;
- the length of paternity leave you have chosen to take (i.e. one week or two weeks); and
- the date you have chosen for your leave to start.

We may also require you to provide a signed declaration that you satisfy the eligibility requirements for paternity leave and that the purpose of your absence will be to care for the child or support the child's mother.

You can change the intended start date by giving us 28 days' notice in writing before the new start date or, if this is not possible, as much notice as you can.

You must inform us in writing, as soon as reasonably practicable, of the date the child was born or, in the case of adoption, of the date of placement.

### **Paternity Pay**

You will be entitled to statutory paternity pay (SPP) for the period of paternity leave you take, provided you:

- satisfy the conditions as to the relationship with the child (including the requisite responsibility for its upbringing), and relationship with the mother or the adopter, specified above;
- have at least 26 weeks' continuous employment ending with the 'qualifying week' (which is the 15<sup>th</sup> week before the expected week of birth or, in the case of adoption, is the week in which the adoption agency notifies you of a match), and;
- your average earnings are not less than the lower earnings limit set by the government each tax year and you are still employed by us on the day on which the child is born or placed for adoption.

In the case of adoption, you cannot elect to be paid statutory paternity pay if you have already elected to be paid statutory adoption pay.

SPP is payable for a maximum of 2 weeks, at the lower of either; a fixed statutory rate, or 9/10ths of your average weekly earnings. SPP will be paid into your bank account on your normal pay days, subject to the usual deductions for tax, national insurance contributions and pension contributions except that your own pension contributions will be calculated by reference to the pay you are actually receiving, not your normal pay.

To claim SPP during paternity leave, you must give notice in writing to us in or before the qualifying week. If it is not possible for you to give this notice in time, you must give us as much notice as you can.

### **During Paternity Leave**

During any paternity leave period you will continue to receive all of your contractual benefits set out in your contract of employment (with the exception of wages or salary).

During paternity leave you will be expected to continue to comply with the terms of your contract of employment, for example your duties as to confidentiality and the duty of fidelity.

## **SHARED PARENTAL LEAVE**

### **Introduction**

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. Shared parental leave also applies where a child is placed for

adoption. The arrangements in relation to adoption are very similar to those that apply in relation to the birth of a child. If you are considering taking shared parental leave in relation to the adoption of a child, you should contact a director or the managing director who will provide you with further information regarding eligibility and notice requirements.

This policy applies to all employees. The aspects of this policy relating to shared parental pay also apply to those who are not employees but are in 'employed earner's employment' with us. No other aspects of this policy apply to non-employees, such as consultants or self-employed contractors.

This policy is for guidance only. It outlines the rights employees and others are given by law but is intended to be a summary only and not a complete statement of your rights.

The definitions in this paragraph apply to this policy:

- **Expected Week of Childbirth (EWC)**  
The week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.
- **Parent**  
One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father or the mother's partner if not the father).
- **Partner**  
Your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling or half-sibling, child, parent, adoptive parent or former adoptive parent, grandparent, grandchild, aunt, uncle, niece or nephew.
- **Qualifying Week**  
The 15<sup>th</sup> week before the EWC.

### Shared Parental Leave

Shared parental leave (SPL) allows working parents to share periods of leave or pay entitlement following the birth of a child. It can be taken if you are the mother of a child, the father of a child or the partner of a mother.

Up to 50 weeks' statutory maternity leave (SML) and up to 37 weeks' statutory maternity pay (SMP) (or, if the mother is not entitled to SMP, maternity allowance (MA)) may be available to be shared. The leave can be shared so that it is taken at the same time as your partner or at different times.

The amount of leave and pay available to be shared will depend on how much SML has been used by, and how much SMP (or MA) has been paid to, the child's mother. Only the untaken balance of SML and SMP/MA is available to be shared. For example, if the child's mother is entitled to 52 weeks' maternity leave and 39 weeks' statutory maternity pay and has taken 16 weeks' leave and pay, the balance of 36 weeks' leave, and 23 weeks' pay can be shared.

### **Who may take Shared Parental Leave?**

Provided you and your partner comply with the eligibility requirements and the conditions regarding the giving of notices (outlined below) you may take SPL if you are:

- the child's mother; or
- the child's father; or
- the mother's partner, if the child's father does not share the main responsibility for the care of the child.

In each case, in order to be eligible to take SPL, you must share the main responsibility for the care of the child.

### **Eligibility Requirements**

You must have at least 26 weeks' continuous employment with us by the end of the qualifying week and still be employed by us in the week before the SPL is to be taken. The other parent of the child (or the partner of the mother) must have worked (in employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and have had average weekly earnings of at least £30 during 13 of those weeks.

You must give the required statutory notices and declarations summarised below.

### **Evidence of Entitlement**

We may require you to give us a copy of the child's birth certificate or, if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth, and the name and address of the other parent's employer (or a declaration that they have no employer).

### **How to opt to take Shared Parental Leave and Pay**

If you are a mother who wishes to take SPL, you will need to give us:

- a leave curtailment notice;
- a notice of entitlement; and
- a period of leave notice.

If you are the child's father, or the mother's partner, you will only be able to take SPL once the mother has either:

- returned to work; or
- given her employer a curtailment notice to end her maternity leave or her SMP (if she is entitled to SMP); or
- given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).

You must give us:

- a notice of entitlement; and
- a period of leave notice.



We can provide you with the relevant forms for you to complete.

### **Leave Curtailment Notice**

If you are the child's mother and you are still on maternity leave, you must give us not less than 8 weeks' written notice to end your maternity leave (known as a leave curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end.

You can give us the leave curtailment notice before or after you give birth, but your maternity leave cannot end until 2 weeks after the child's birth, as this period of maternity leave is compulsory.

Unless you gave us the leave curtailment notice before your child was born, once you have given us a leave curtailment notice you cannot normally withdraw it.

### **Notice of Entitlement**

If you wish to take SPL, you must give us a written notice of entitlement, which explains that you are entitled to take SPL and that you intend to take it.

The notice of entitlement must state:

- (a) Your name and the name of your partner.
- (b) The start and end dates of your (or the mother's) maternity leave or, where there is no entitlement to maternity leave, the start and end dates of any SMP or MA period.
- (c) The total SPL available (i.e. 52 weeks less the number of weeks of maternity leave, SMP or MA period taken or to be taken by the mother).
- (d) How much of that SPL will be allocated to you and how much to your partner (you can change the allocation by giving us a further written notice later and you do not have to use your full allocation).
- (e) If you are claiming statutory shared parental pay, the total shared parental pay available (i.e. 39 weeks less the number of weeks of SMP or MA period taken or to be taken by the mother).
- (f) How much of that available shared parental pay you will take and how much will be used by your partner (you can change the allocation by giving us a further written notice and you do not have to use your full allocation).
- (g) Suggested start and end dates for each period of leave (this indication will not be binding at this stage but please give as much information as you can about your future intentions).
- (h) Declarations by you and your partner that you meet the statutory conditions for entitlement to SPL and shared parental pay.

The notice of entitlement must be given to us not later than 8 weeks before you want the SPL to start.

### **Period of Leave Notice**

You must give us a period of leave notice that sets out the start and end dates of your SPL. This can be given at the same time as your leave curtailment notice and/or your notice of entitlement. It must be given not less than 8 weeks before you want your SPL to start.

You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

You can give us a maximum of three period of leave notices. Therefore if you wish to make any further arrangements for leave once you have reached this maximum, this must be with our prior agreement.

### **When Shared Parental Leave may be Taken**

SPL can be taken at any time until 12 months after the baby is born. It cannot start until 2 weeks after the birth.

Your period of leave notice specifies when you want to take SPL. SPL cannot be taken in odd days; it can only be taken in complete weeks.

You can choose to take SPL at the same time as your partner or at different times to your partner. You can also choose to take a continuous block of time as SPL or you can ask to take it as discontinuous periods. If you ask to take it as discontinuous periods, we may refuse your request and propose alternative dates for your leave or ask you to take it as a continuous block instead.

You can give up to three period of leave notices. If the period of leave notice is validly given and provides dates for a single continuous block of SPL, you will be entitled to take the leave set out in the notice. If you have requested to take your leave in discontinuous periods and we have refused that request, you may take your leave either on the alternative dates we agree between us or as one continuous period of leave.

The rules regarding discontinuous periods of leave are particularly complicated so please seek early advice from a director or the managing director if you propose taking your SPL in discontinuous periods.

You should discuss you proposed periods of leave with your line manager as early as possible in advance of submitting your formal request. This will give us more time to consider your request and make arrangements to cover your absence.

Once you have given us a period of leave notice, you can usually either cancel or vary the period of SPL by giving us not less than 8 weeks' notice in writing.

### **Shared Parental Pay**

Statutory shared parental pay of up to 39 weeks (less any weeks of SMP claimed by you or the other parent) may be available provided you have at least 26 weeks' continuous employment with us at the end of the qualifying week and your average earnings are not less than the lower earnings limit set by the government each year. Statutory shared parental pay is paid at a rate set by the government each year.

Please note that you may be eligible for SPL but not eligible for shared parental pay. Some employees will be entitled to take shared parental leave, and entitled to claim some shared parental pay, but will have exhausted their entitlement to shared parental pay by the time a particular week of shared parental leave is taken. In such cases, the week of shared parental leave may be taken but it will be unpaid.

You should tell us in your period of leave notice(s) whether you intend to claim shared parental pay during your leave and, if applicable, for what period. If it is not in your period of leave notice, you can tell us separately in writing instead, not less than 8 weeks before you want shared parental pay to start.

### **Other Terms and Conditions During Shared Parental Leave**

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue during SPL at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless otherwise agreed. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at our discretion. Please discuss your holiday plans with your line manager in good time before starting SPL. All holiday dates are subject to approval in the normal way.

### **Returning to work**

If you want to end a period of SPL early, you must give us not less than 8 weeks' written notice of the new return date. If you have already given us three period of leave notices, you will not be able to end your SPL early without our agreement.

If you still have unused SPL remaining and wish to extend your SPL, you must give us a written period of leave notice not less than 8 weeks before the date you were due to return to work. If you have already given us three period of leave notices, you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or (ordinary) parental leave, subject to the needs of the business.

You are normally entitled to return to work in the position you held before starting SPL and on the same terms and conditions of employment. However, if it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are no less favourable, but only in the following circumstances:

- If your SPL and any maternity or paternity leave you have taken in relation to the relevant child adds up to more than 26 weeks in total (whether or not it was taken consecutively).
- If you took SPL consecutively with more than 4 weeks of (ordinary) parental leave.

Shortly before you are due to return to work from a period of shared parental leave, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include updating you on any changes that may have occurred, discussing any necessary training and discussing any changes to working arrangements.

## Special Cases

Special rules regarding shared parental leave and pay apply where:

- the child is born earlier than expected;
- you or your partner cease to care for the child; or
- the mother, father, partner or the child dies.

In such circumstances, you should contact a director or the managing director for advice.

## TIME OFF TO ATTEND APPOINTMENTS

### Time off for Antenatal Care

Any pregnant employee is entitled to take paid time off work for antenatal care where the antenatal care is recommended by her doctor, midwife or health visitor.

You should inform us as soon as possible of the time and date of any appointment. Please try to arrange the times of your appointments at the beginning or end of the working day. Except for the first appointment, you should, if asked to do so, provide proof of the appointment (e.g. an appointment card).

### Time off to Accompany an Expectant Mother to an Antenatal Appointment

If you have one of the following relationships with a pregnant woman (or the expected child) you have the right to take a certain amount of unpaid time off during working hours to accompany a pregnant woman when she attends an appointment for antenatal care:

- You are the husband or civil partner of the pregnant woman.
- You live with the pregnant woman in an enduring family relationship but are not her parent, adoptive parent, former adoptive parent, grandparent, sister, brother, half-sister, half-brother, aunt or uncle.
- You are the biological father of the expected child (or are legally regarded as the child's father).
- You are a woman who was the civil partner of, or married to, the pregnant woman when her pregnancy was commenced by artificial means, or you met the 'agreed female parenthood conditions' (as defined in law) at that time.
- you are a man or woman who is in a surrogacy arrangement with the pregnant woman and you intend (after the birth) to apply for a 'parental order' in respect of the expected child and expect to be entitled to get such an order.

Those who qualify for this right:

- may only accompany the pregnant woman to a maximum of two antenatal appointments in relation to any particular pregnancy; and
- may only take a maximum of six and a half hours off work (including travel time etc.) on each such occasion.

If you wish to exercise your right to accompany, you should inform us as soon as possible of:

- the time and date of any appointment;
- the time of day at which you wish to start your period of time off work, and the time that the period off work will finish; and
- whether you have previously taken time off to accompany the same pregnant woman to an antenatal appointment in relation to the same pregnancy and, if so, the date of each occasion that you took such time off.

If you are able to influence the timing of appointments, please try to arrange them at the beginning or end of the working day.

If asked to do so, you must (before you will be allowed to accompany the pregnant woman to the appointment) provide a signed declaration stating:

- your relationship with the pregnant woman and/or the expected child (which must fall within one or more of the categories set out above);
- that your purpose in taking time off is to accompany the pregnant woman when she attends an antenatal care appointment;
- that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse; and
- the date and time of the appointment.

### **Time off to Attend Adoption Appointments**

Employees (and, in certain circumstances, agency workers) are entitled to take either paid, or unpaid time off to attend adoption appointments subject to certain conditions.

#### **Choosing Whether to take Paid or Unpaid time off**

Where there are two persons who have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with the two of them jointly, the parents must choose which one of them is to take advantage of the (more extensive) right to paid time off to attend pre-placement adoption appointments, and which will exercise the (less extensive) right to unpaid time off to attend such appointments. This choice is significant, because the person who chooses to take paid time off to attend adoption appointments must be the same person who later takes adoption leave. Any employee who exercises the right to paid time off to attend adoption leave appointments is not allowed, later on, to take paternity leave. Therefore, when choosing which parent will take unpaid time off to attend pre-placement adoption appointments, the chosen parent should be the same person as will later exercise the right to paternity leave (rather than adoption leave).

#### **Paid time off to Attend Adoption Appointments**

Any employee is entitled to take paid time off work to attend adoption appointments which are for the purpose of having contact with the child that is to be placed with you or for any other purpose connected with the adoption and have been arranged by or at the request of the adoption agency which notified you of the placement.

You should inform us as soon as possible of the time and date of any appointment. Identifying:

- the time and date of any appointment;
- the time of day at which you wish to start your period of time off work, and the time that the period off work will finish (time off is limited to six and a half hours, including travel time); and
- whether you have previously taken time off to attend an adoption appointment in relation to the adoption arrangement and, if so, the date of each occasion that you took such time off (time off is normally limited to five occasions, in relation to any particular adoption arrangement, irrespective of how many children are to be placed under the arrangement).

Please try to arrange the times of your appointments at the beginning or end of the working day. You should also, if asked to do so, provide proof of the date and time of the appointment (e.g. an appointment card) and that the appointment has been arranged at the request of the adoption agency which notified you of the placement for adoption.

Where the child is to be placed for adoption with you and another person jointly, you should, if asked to do so, provide a signed declaration to us stating that, in connection with the adoption, you have chosen to be the person who exercises the right to take paid time off (rather than unpaid time off) to attend adoption appointments.

### **Unpaid time off to Attend Adoption Appointments**

As an employee you have the right to take a certain amount of unpaid time off during working hours to attend adoption appointments, if you have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with you and another person jointly, and:

- you have chosen to exercise the right to take unpaid time off to attend adoption appointments in connection with this adoption;
- you have not chosen to exercise the right to take paid time off to attend adoption appointments in connection with the adoption; and
- the other person with whom the child is to be placed for adoption jointly has not elected to exercise the right to take unpaid time off to attend adoption appointments in connection with this adoption.

You should inform us as soon as possible of the time and date of any appointment and identify:

- the time and date of any appointment;
- the time of day at which you wish to start your period of time off work, and the time that the period off work will finish (time off is limited to six and a half hours, including travel time); and
- whether you have previously taken time off to attend an adoption appointment in relation to the adoption arrangement and, if so, the date of each occasion that you took such time off (you are limited to attending two appointments in relation to a particular adoption arrangement).

Where possible, please try to arrange the times of your appointments at the beginning or end of the working day. You should, if asked to do so, provide proof of the date and

time of the appointment (e.g. an appointment card); and that the appointment has been arranged at the request of the adoption agency which notified you of the placement for adoption.

You should also, if asked to do so, provide a signed declaration to us stating that, in connection with the adoption, you have chosen to be the person who exercises the right to take unpaid time off (rather than paid time off) to attend adoption appointments.

### **Fostering to Adopt**

The rights to paid and unpaid time off work to attend adoption appointments will also apply if you are a local authority foster parent who has been approved as suitable to adopt a child, and the local authority places a child in its care with you in a 'fostering to adopt' arrangement.

## **KEEPING-IN-TOUCH DAYS**

We are permitted to make reasonable contact with you during your adoption, maternity, paternity or shared parental leave, and vice versa. For example, we may contact you to discuss your plans for returning to work or to let you know of workplace developments.

You may be asked to work (including attending training) or you may request to work for up to 10 days' for us during your adoption or maternity leave without bringing the leave to an end (where you are taking shared parental leave you may be entitled to work for up to 20 days during your period of leave without bringing your leave to an end). These are called 'keeping-in-touch' (KIT) days. Any KIT day must be agreed in advance by you and ourselves although there is no requirement or guarantee that we will agree to any request to work a KIT day.

If you work any KIT day, we will agree your rate of pay for the KIT day in advance. Any agreed rate of pay will be taken to include the statutory adoption, maternity or shared parental leave pay (if any) which you are entitled to receive for that day.

## **PARENTAL BEREAVEMENT LEAVE**

### **Introduction**

This policy outlines the arrangements for leave and pay for an employee who suffers the loss of a child (parental bereavement).

The aspects of this policy relating to parental bereavement leave (PBL) apply only to employees. However, the aspects of this policy relating to statutory parental bereavement pay (SPBP) apply to employees and also to those who are not employees but are in 'employed earner's employment' with us.

You have certain statutory rights to unpaid time off to deal with emergencies or unexpected events affecting your dependants. Where you have a right to leave in similar circumstances in respect of a child under both this policy and the right to take time off for a dependant person, you may exercise your right under both policies, or under only one of them if you prefer, however if you choose to take both dependants leave and parental bereavement leave, your dependants leave will be unpaid.

The definitions in this paragraph apply to this policy:

- **Child**  
A person under the age of 18, including a child who is stillborn after 24 weeks of pregnancy.
- **Parent**  
The child's parent or:
  - (a) the child's natural (or birth) parent, where the child has been adopted by another person, but an order is in place allowing the child to stay with the natural (or birth) parent, or for the natural (or birth) parent to have contact with the child;
  - (b) a person with whom the child has been placed for adoption (unless the child has been returned or the placement has been terminated);
  - (c) the adopter of the child from outside the UK, if they have been officially notified that they are approved as a suitable adoptive parent;
  - (d) an intended parent, i.e. someone who has applied, whether jointly or solely, for a parental order under the Human Fertilisation and Embryology Act 2008;
  - (e) a parent in fact, i.e. the person who lived with the child continuously for at least 4 weeks before the child's death in their own home and who had day to day responsibility for the child's care, unless (i) the child's parent (or person with parental responsibility for the child) is also living there, or (ii) that person was entitled to receive wages or other remuneration for caring for the child (with certain exceptions, including paid foster carers).
- **Parent's Partner**  
A person living with the child and their parent in an enduring family relationship, but not the parent's sibling or half-sibling, parent, adoptive parent or former adoptive parent, grandparents, aunt or uncle.
- **Relevant Week**  
the week immediately before the one in which the child dies.
- **Statutory Leave**  
Ordinary, compulsory and maternity leave, ordinary and additional adoption leave, shared parental leave, parental leave and paternity leave.
- **Week**
  - (a) In relation to PBL, any period of 7 days (including weekends); and
  - (b) in relation to SPBP, a period of 7 days beginning with Sunday.

### **Right to take Parental Bereavement Leave (PBL)**

PBL allows working parents to take paid leave when a child dies, provided they meet certain requirements. For information on the right to be paid, see paragraph entitled 'Parental Bereavement Pay' (below).

PBL must be taken during the period of 56 weeks from the date of the child's death. It may be taken as:

- one week's leave;



- a block of two weeks' leave; or
- two weeks' leave, in two separate one-week blocks.

You are entitled to PBL if you are the child's parent, or the parent's partner.

### **Notice Requirements**

Before taking PBL, you need to give us notice of the following:

- The date of the child's death;
- the date on which you want your PBL to start; and
- whether you want to take one week or two weeks' PBL.

You do not need to give us this information in writing, although it would be helpful to us if you feel able to do so.

The amount of notice you need to give us will depend on when you choose to take PBL.

### **PBL Within First 56 Days**

If your intended period of PBL includes a week that begins within 56 days of the date of your child's death, you need to give us the information identified above before you are due to start work on the first day of your intended absence from work on PBL or, if it is not reasonably practicable for you to give the information to us at that time, as soon as reasonably practicable. If you give notice of your intended PBL on the day the intended week of leave starts, and you are already at work on that day, your period of PBL will start on the following day, e.g. if you want to take one week of PBL beginning on Tuesday, but you do not tell us until that Tuesday (by which time you are already at work), your PBL will start the next day (Wednesday), and last until the following Tuesday.

### **PBL After 56 days**

If your intended period of PBL includes a week that begins after the end of the 56-day period beginning with (and ending 56 weeks after) the date of your child's death, you need to give us the information contained within the paragraph entitled 'Notice Requirements', at least one week before the start of the intended week of PBL.

If you have given notice of a week's intended PBL, but then wish to cancel it, you may do so unless that week's PBL has already begun. Again, the amount of notice of cancellation you need to give will depend on when the intended PBL falls.

### **PBL Within First 56 Days**

If the intended period of PBL includes a week that begins within 56 days of the date of your child's death, in order to cancel that week's PBL you need to give us notice of cancellation no later than the time on the first day of that week at which you would have been due to start work if you were not taking PBL.

### **PBL After First 56 Days**

If the intended PBL period includes a week that begins after the end of the 56-day period beginning with the date of your child's death, you need to give us notice of cancellation at least one week before the start of that week.

If you also wish to claim parental bereavement pay, see the notice requirements set out in the paragraph entitled 'Parental Bereavement Pay' (below).

### **When Another type of Statutory Leave Starts**

If you begin another period of statutory leave (such as maternity leave, paternity leave or shared parental leave) during a period of PBL, that period of PBL will end immediately before the start of the other period of statutory leave. However, you will be able to carry forward the remaining untaken period of PBL (whether it includes a whole week (or weeks) only, or part of a week) and take it in a single block after the end of the other period of statutory leave, so long as:

- that it is still within the 56-week period; and
- you give notice in accordance with the notice requirements identified above (as if you were giving notice of the start of intended PBL), although there is no need to include information regarding whether you want to take one or two weeks' PBL).

### **Parental Bereavement Pay**

You will not be entitled to your normal salary during any period of PBL, but you will typically be entitled to statutory parental bereavement pay (SPBP).

One or two weeks of SPBP may be available to you, provided:

- you have at least 26 weeks' continuous employment with us at the end of the week immediately before the relevant week;
- you were employed by us on the date the child died; and
- your average earnings are not less than the lower earnings limit set by the government each year.

SPBP is paid at a weekly rate set by the government each year or, if lower, 90% of your average earnings.

Note that you may be eligible for PBL but not eligible for SPBP. In such cases, PBL may be taken but it will be unpaid.

You must tell us whether you intend to claim SPBP during your PBL and, if so, for what period. You can do this either:

- in your written notice of PBL if you give notice in writing; or
- separately in writing, if you do not give us written notice of PBL or you do not include details of your intention to claim SPBP your period of leave notice.

If you tell us separately in writing, rather than in a written notice of PBL, you must do so before the end of the 28-day period beginning with the first day of the period in

respect of which SPBP is to be paid or, where it is not reasonably practicable to do so, as soon as reasonably practicable.

At the same time as you tell us whether you intend to claim SPBP, you also need to provide written evidence of your right to SPBP, and so your notice to us must include:

- a declaration that you are the parent or parent's partner of a child who has died;
- your name; and
- the date of the child's death.

### **Other Terms and Conditions During Leave**

Your terms and conditions of employment remain in force during PBL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue during PBL at the rate provided under your contract.

If you are a member of our pension scheme, we will make employer pension contributions during any period of paid PBL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any SPBP you are receiving.

### **Returning to Work**

You are normally entitled to return to work in the position you held before starting PBL and on the same terms and conditions of employment. However, if it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are no less favourable, but only in the following circumstances:

- If your PBL and any statutory leave you have taken consecutively in relation to the relevant child adds up to more than 26 weeks in total; or
- if you took PBL consecutively with more than four weeks of (ordinary) parental leave.

## **FLEXIBLE WORKING**

### **Introduction**

An eligible employee may make an application for a variation to their terms and conditions of employment in accordance with the rules outlined below.

This policy outlines the rights employees are given by law, but it is intended to be a summary only and not a complete statement of your rights. Please contact a director or the managing director if you have any queries about your entitlement.

### **Eligibility Conditions**

To be eligible to make a flexible working request, you must:

- be an employee;

- have been continuously employed by us for not less than 26 weeks at the date your request is made; and
- not have made any earlier flexible working request during the previous 12 months (including a request that you withdrew).

### **Flexible Working Requests**

A flexible working request under this policy is a request to do one or more of the following:

- To reduce or vary your working hours (for example a request to work fewer hours per week).
- To reduce or vary the times you are required to work (for example to work on different days, or to start earlier or later in the day).
- To work from home instead of at your usual workplace or at another of our business locations, for some or all of your working time.

No other changes to terms and conditions of employment are available under this policy.

### **Making a Flexible Working Request**

Your flexible working request must be made in writing to a director or the managing director. It must:

- be dated;
- state explicitly that it is a flexible working request;
- explain the flexible working change you would like and the date on which you want the change to become effective;
- explain the effect, if any, you think the change will have on the business and how, in your opinion, any such effect may be dealt with; and
- state whether you have made any previous flexible working requests and, if so, when.

If you have a disability, and part of the purpose of your flexible working request is to ask for an adjustment to the way in which you work in order to alleviate any disadvantages from which you suffer in the course of your work as a result of your disability, you must also state this in your flexible working request and provide an explanation of how the suggested change would help alleviate those disadvantages.

You can make only one flexible working request in any 12-month period. You should be aware that if we receive flexible working requests from a number of different employees, we will consider them on their individual merits and in the order that we receive them.

### **Meeting with you to Discuss your Application**

Upon receipt of a valid application for flexible working, we will arrange a meeting with you at a mutually convenient time, and place, to discuss your flexible working request. You may be accompanied at the meeting by a colleague of your choice. Your companion will be entitled to speak, and confer privately with you, but may not answer questions on your behalf.

We may decide that we cannot accept your request immediately, in which case we may require you to undertake a trial period before we reach a final decision on your request.

Unless we agree otherwise, any agreed changes to your terms and conditions of employment will be permanent.

We will inform you, in writing, of our decision as soon as possible after a meeting(s) (subject to any extension of time we may have agreed between us). If we accept your request, we will write to you to confirm the new flexible working pattern, the consequent changes to your contract of employment and the date on which they will start.

Alternatively, we may reject your request, or offer to accept it on a modified basis for one or more of the following business reasons:

- The burden of additional costs.
- Detrimental effect on ability to meet customer demand.
- Inability to re-organise work among existing staff.
- Inability to recruit additional staff.
- Detrimental impact on quality.
- Detrimental impact on performance.
- Insufficiency of work during the periods you propose to work.
- Planned structural changes.

If we are unable to agree your request, we will write to inform you which of the above business reasons applies in your case and explain why. We will also set out your right to appeal.

### **Appeal**

You may appeal against our decision upon receipt of our written decision. Your appeal must be in writing and dated and must set out the grounds of appeal.

We will arrange a meeting to discuss your appeal, at a mutually convenient time and location. You will be entitled to bring a colleague to the meeting.

The final decision will be confirmed and explained, in writing, as soon as possible after the appeal meeting. There will be no further right of appeal.

We will endeavour to complete the entire flexible working process within three months of the date we received your request (subject to any extension of time we may have agreed between us).

### **Withdrawal or Disposal by Agreement**

You may withdraw your request at any point before we give our final decision, or our final decision after an appeal, by confirming your position in writing. Alternatively, we may both agree to dispose of your request without the need for us to make a formal decision on it. In either case, we will write to you to confirm the relevant details.

We will treat your application as withdrawn if, having failed to attend a meeting (or an appeal meeting) without good reason, you also fail to attend the meeting we re-arrange without good reason. We will write to you informing you we have done so and

explaining why. If you disagree, you may write to us, within five days of receiving our letter, to explain why and we will reconsider the position.

# GRIEVANCE POLICY

## PURPOSE AND SCOPE

Grievances are concerns, problems or complaints that employees raise with the company. Issues that may cause grievances include (for example) problems concerning terms and conditions of employment, health and safety, work relations, new working practices, organisational changes, equal opportunities and bullying and harassment. For grievances that relate to bullying, harassment or whistleblowing please refer to the harassment and dignity at work and/or whistleblowing policies which set out the procedure to be followed in those circumstances.

## PRINCIPLES

The key principles and responsibilities of this policy are identified below:

- At any stage of the grievance procedure we, and you, shall act fairly, reasonably and consistently.
- We, and you, have responsibility for ensuring a fair procedure is followed, although there may be occasions where it is not practicable to take all the steps set out in this procedure.
- Any issues should be raised and dealt with promptly within reasonable timescales unless there are special circumstances justifying longer timescales. This includes avoiding delaying hearings or decisions.
- We will seek to establish the facts, including giving you an opportunity to set out the grievance, prior to making a decision in respect of any grievance.
- Information and proceedings relating to a grievance will remain confidential as far as possible.

## PROCEDURE

### Informal Procedure

You should first aim to discuss any concerns or seek to resolve any issues by informal discussions with your line manager (or another manager if the grievance is about your line manager). By addressing problems informally, it is hoped that issues might be responded to and resolved more quickly. There may be occasion where it is inappropriate to raise the matter informally, where that is the case you should proceed straight to the formal procedure.

### Formal Procedure

If the matter cannot be satisfactorily resolved using the informal procedure, or it is inappropriate to do so, you should raise the matter formally by setting out your grievance in writing and sending a copy to your line manager (or another manager if the grievance is about your line manager). This should be done without unreasonable delay. Once a written copy of your grievance is received, you will be invited to attend a meeting to discuss the grievance.

If you have not set out in detail the basis for your grievance in your initial letter raising the grievance, you might be asked to specify the nature of your concerns and what the basis for the grievance is, before the meeting, to allow for a reasonable opportunity to

consider the grievance before the meeting and undertake any necessary initial investigations.

You have the right to be accompanied at the meeting as detailed below. You, and any companion, should make every effort to attend the meeting.

At the meeting, you will be given the opportunity to explain the grievance and how you consider it should be resolved. The meeting may be adjourned if it is felt that further investigations are necessary or more time is needed to consider the grievance.

After the meeting, you will be informed in writing of the decision and any proposed action or resolution, where applicable, in respect of the grievance. If more time is needed to consider the grievance, you will be informed of when to expect an outcome. You will also be informed in writing of the right to appeal against the decision.

### **APPEAL**

If you are not satisfied with the resolution of the grievance, you should appeal against the grievance decision. You will be notified of the person to whom the appeal should be sent.

An appeal must be in writing stating the reason(s) for the appeal and notified to the specified person normally within five days of receipt of the letter confirming the formal decision.

You will be notified in writing of the details relating to an appeal meeting and must take all reasonable steps to attend. Following the appeal meeting you will be informed in writing of the decision.

The decision taken at the appeal meeting shall be the final decision and there shall be no further right of appeal.

### **RIGHT TO BE ACCOMPANIED**

At any formal stage of the grievance procedure including an appeal meeting, you will normally be given written notice of a formal meeting together with a right to be accompanied by a workplace colleague or accredited trade union official.

A trade union representative who is not an employed official must have been certified by their union as being competent to accompany a worker and be prepared to provide written evidence if requested by us prior to any disciplinary meeting.

The accompanying individual has the right to:

- address the meeting to explain and sum up your case;
- respond on your behalf to any views expressed at the meeting; and
- confer with you during the meeting.

They do not, however, have the right to answer questions on your behalf, address the meeting if you do not wish it, or, prevent us from explaining our case.



# HARASSMENT AND BULLYING POLICY

## POLICY STATEMENT

We are committed to ensuring that all of our staff are treated with dignity and respect and treat others in the same way. We believe that all staff have the right to work in an environment which is free from any form of harassment and/or bullying. This policy therefore covers harassment and bullying that occurs:

- in the workplace; and
- outside the workplace in a work-related context, such as on business trips, customer or supplier events or work-related social events.

This policy applies to all staff working for us at any of our premises, including casual and agency staff, consultants, contractors, employees, directors, volunteers, homeworkers, and managers. We also make it clear to our clients, visitors and others who work with us that harassment of our staff is unacceptable.

All staff are required to read this policy and to ensure that they understand what types of behaviour are unacceptable. If you have any queries, please refer to your line manager.

## HARASSMENT

It is our policy that the harassment of any of our employees is unacceptable behaviour. Anyone found to be in breach of this policy will be liable to disciplinary action, which could result in dismissal without notice.

Harassment may take a number of forms (including bullying), it occurs on a variety of different grounds and can be directed at one person or a number of people. Harassment need not be directed at the complainant and can occur if the complainant witnesses another person being harassed.

Harassment involves subjecting an individual to conduct which is unwanted and where the conduct has the purpose or effect of:

- violating the victim's dignity; or
- creating an environment that is intimidating, hostile, degrading, humiliating or offensive to the victim.

Harassment also occurs where the perpetrator engages in unwanted conduct of a sexual nature and that conduct has the purpose or the effect referred to above. An individual of any gender may be the victim of sexual harassment.

A person will also commit harassment if they (or anyone else) engage in unwanted conduct (of a sexual nature or otherwise) that has the purpose or the effect referred to above and the victim either rejects or submits to it and, because of that rejection or submission, that person treats the victim less favourably. For example, it will be harassment for a manager whose repeated advances to a more junior female employee have been consistently rebuffed subsequently to give the woman a poor performance review because she had rejected him.

Conduct usually becomes harassment if it continues even though it has been made clear that it is regarded by the recipient as offensive or unwanted. However, a single incident may amount to harassment if it is sufficiently serious.

The unwanted nature of the conduct distinguishes harassment from friendly behaviour that is welcome and mutual. You must always consider whether your words or conduct may be considered offensive.

Harassment can occur whether or not it is intended to be offensive, as it is the effect on the victim, which is important, not whether or not the perpetrator intended to harass them. Harassment or bullying is unacceptable even if it is unintentional.

Harassment may relate to:

- age;
- disability (past or present);
- gender reassignment;
- race, colour, nationality, ethnic or national origins;
- religion or belief;
- sexual orientation;
- part-time or fixed-term status;
- power or hierarchy; and/or
- trade union membership (or non-membership).

The phrase 'relate to' is very wide and therefore covers:

- Harassment based on a perception of another person, for example, that the person is gay, or is disabled, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong.
- Harassment that occurs because someone is associated with another person, for example, someone who is harassed because they care for a disabled person, or who is harassed because they are friends with a transsexual person, or a white worker who sees a black colleague being subjected to racially abusive language which also causes an offensive environment for them.

Whilst not an exhaustive list, forms of harassment include:

- physical contact;
- 'jokes' and 'banter';
- offensive language, shouting or behaving in an intimidating manner;
- gossip;
- slander;
- offensive, insensitive or sectarian songs or messages (including email);
- displaying posters or pictures, graffiti, emblems, flags;
- obscene or offensive gestures;
- offensive email and screen savers etc;
- isolation or non-co-operation and exclusion;
- coercion for sexual favours or sexually suggestive remarks;
- pressure to participate in political/religious groups;

- intrusion by pestering, spying and stalking;
- continued requests for social activities after it has been made clear that such suggestions are not welcome; and
- verbal, non-verbal or physical conduct of a sexual nature.

Harassment is unlawful in many cases and you may be held personally liable for your actions. In some cases your behaviour may also amount to a criminal offence.

### **BULLYING**

Bullying may be described as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient. Bullying may be physical, verbal or non-verbal conduct.

Behaviour that is considered bullying by one person may be considered firm management by another. Most people will agree on extreme cases of bullying and harassment, but it is sometimes the 'grey' areas that cause most problems. In our organisation, unacceptable behaviour includes (this is not an exhaustive list):

- Spreading malicious rumours, or insulting someone (particularly because of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, or sexual orientation).
- Copying messages that are critical about someone to others who do not need to know.
- Ridiculing or demeaning someone, picking on them or setting them up to fail.
- Deliberately excluding a person from communications or meetings without good reason.
- Unfair treatment.
- Overbearing or intimidating supervision or other misuse of power or position.
- Making threats or comments about job security without foundation.
- Deliberately undermining a competent worker by overloading and constant criticism.
- Preventing individuals progressing by intentionally blocking promotion or training opportunities.

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to a worker in the course of their employment will not, on their own, amount to bullying.

### **HARASSMENT AND BULLYING PROCEDURE**

Due to the seriousness with which we view harassment and bullying, informal and formal reporting procedures exist within the grievance procedure which act as a mechanism for dealing with complaints of harassment and/or bullying.

All allegations of harassment and/or bullying will be dealt with seriously, promptly and in confidence. If you feel that you have been subject to harassment and/or bullying you must not hesitate in raising a concern nor fear victimisation. Retaliation against an employee who brings a complaint of harassment and/or bullying is a serious disciplinary offence which may constitute gross misconduct and could result in dismissal.

If an allegation is well-founded, disciplinary action may be taken against the person alleged to have committed the behaviour being complained about and, depending on the circumstances and the seriousness of the complaint, may result in the dismissal of that person with or without notice.

We take all matters of bullying and harassment very seriously. However, malicious complaints of harassment and/or bullying can have a serious and detrimental effect upon a colleague and the workplace generally. Any unwarranted allegation of harassment and/or bullying made in bad faith may be dealt with via our disciplinary policy.

# HUMAN RIGHTS POLICY

## INTRODUCTION AND SCOPE

We are committed to the highest standards of business and ethical behaviour. We respect and conform with all applicable laws and regulations, including the recognition and observation of human rights.

We understand the importance of corporate responsibility to respect the principles set out in accordance with:

- UN Declaration of Human Rights.
- UN Guiding Principles on Business and Human Rights.
- The International Labour Organization's Fundamental Conventions.

This policy applies to all employees, workers, consultants, agency workers or self-employed contractors.

This policy covers the rights employees are given by law and is intended to be a summary only and not a complete statement of any rights.

## PRINCIPLES

We will endeavour to respect, inform, and promote human rights and to create an environment that demonstrates and encourages respect for human rights and a workplace that is free from discrimination and harassment.

We respect the rights and dignity of all people and our policies reflect our commitment to respecting the protection of internationally recognised human rights.

All employment with us is voluntary. We do not use child or forced labour in any of our operations or facilities. We do not tolerate any form of unacceptable treatment of workers, including but not limited to the exploitation of children, physical punishment or abuse, or involuntary servitude. We fully respect all applicable laws establishing a minimum age for employment, in order to support the effective abolition of child labour worldwide, in accordance with our anti-slavery policy which is contained within the employee handbook.

We abide by all laws and regulations regarding pay practices, we comply with the laws and regulations surrounding national minimum wage.

We respect your right to choose to join or not join a trade union, or to have recognised employee representation in accordance with local law. In accordance with Freedom of Association and Collective Bargaining.

We recognise that a diversity, which may take the form of a mix of backgrounds, skills and experiences recognising that it drives new ideas, products, and services. We recognise that English may not be the first language of everyone who works with, or for, us and as a result we take into account other methods of communication, including where possible, enabling individuals to have the support of an interpreter to help to facilitate communication and, where applicable, consultation.

### **Reporting Concerns**

You are encouraged to talk to someone about any concerns particularly if it may stop someone else from being exploited or abused.

If you think that someone is in immediate danger, dial 999.

Otherwise, you should discuss your concerns with your line manager who will decide a course of action and provide any further advice.

Not all victims may want to be helped and there may be instances where reporting a breach of human rights puts the potential victim at risk, so it is important that in the absence of an immediate danger, you discuss your concerns first with your line manager before taking any further action.

### **TRAINING**

We provide specialist training to those staff members who are involved in managing recruitment and our supply chains.

### **MONITORING OUR PROCEDURES**

We will review our human rights policy regularly and, where applicable, will provide information and/or training on any changes we make.

# INTERNET, EMAIL AND COMMUNICATIONS POLICY

## INTRODUCTION

We recognise that the use of email and the internet can save time and expense and is an important part of the way we work. However, it brings with it certain risks, some of which may involve potential legal and financial liabilities for both ourselves and the individual, e.g.:

- Inadvertently entering into contracts or commitments on our behalf;
- introducing viruses into our systems;
- breaching copyright or licensing rights;
- breaching data protection rights;
- breaching confidentiality and security;
- defamation; and/or
- bullying, harassment and discriminatory conduct.

This policy aims to guard against those risks. It is therefore important that all staff read the policy carefully and ensure that they use the internet, email and other communication systems in accordance with it. If you are unsure whether something you are about to do complies with this policy, you should seek advice from your line manager.

This policy also explains when we will monitor the use of email and the internet and the action we will take if the terms of this policy are breached.

References in this policy to 'email' apply equally to other electronic communications, messaging tools and posts.

## SCOPE

This policy applies:

- To all staff, including employees, workers, temporary and agency workers, interns, volunteers and apprentices, and to consultants and other contractors who have access to our computer and other communication systems.
- To personal use of our systems and equipment in any way that reasonably allows others to identify any individual as associated with us.
- To the use of our email, telephone and internet systems both in the workplace and from outside it, e.g. via remote access, and to the use of a company laptop, tablet, mobile phone, smartphone or personal digital assistant (PDA).

## USE OF OUR COMPUTER SYSTEMS

You may use our computer systems (including equipment) for authorised purposes only, i.e. for the purposes of our business or in accordance with the boundaries of permitted personal use. If you wish to use our systems or equipment for another purpose, you must obtain express permission from someone more senior than you before doing so.

To reduce the risk to our systems or network of virus infections, hacking and other unauthorised access attempts, you may only access our systems and network as follows:

- From your workplace or other company premises, using authorised equipment only;
- remotely (via broadband etc, using authorised equipment via secure means, e.g. VPN software only); or
- remotely, using unauthorised equipment, e.g. your home computer or an internet café terminal, via Citrix and VPN only.

We license software from a number of sources. We do not own that software and must comply with any restrictions or limitations on use, in accordance with its licence agreements. You must adhere to the provisions of any software licence agreements to which we are party.

You must not use any software owned or licensed by us for any purpose other than those of our business without express permission and you must not copy, download or install any software without first obtaining express permission from your line manager.

### **Email Use – General**

All communications, including email, should reflect the highest professional standards at all times. In particular, you must:

- keep messages brief and to the point;
- check emails carefully before sending, including spelling and grammar;
- ensure that all emails sent from us include any applicable and current disclaimer wording;
- ensure that an appropriate heading is inserted in the subject field; and
- check the recipient(s) before pressing the send button. Not only can it be embarrassing if a message is sent to the wrong person, it can also result in the unintentional disclosure of confidential information about ourselves, a client/customer or other third-parties.

You must not send messages from another person's email address (unless authorised in the proper performance of their duties), or under an assumed name.

You must not send or post messages or material that are offensive, obscene, defamatory or otherwise inappropriate in the work environment. This includes, but is not limited to messages that:

- are inconsistent with our policies and procedures;
- criticise our competitors or their staff;
- suggest that there are quality problems with goods or services of suppliers, clients or customers; or
- state that anyone is incompetent.

You must not send or post any message or material which could be regarded by the recipient or any other person as personal, potentially offensive or frivolous.



Equally, if you receive a message that is offensive, obscene, defamatory or inappropriate in the work environment, you must delete it immediately and not forward it to any internal or external recipient, other than in order to report a breach of this or another policy.

You should not send or post anything in an email that you would not be comfortable writing (or someone else reading) in a letter. Emails leave a retrievable record and, even when deleted, can be recovered from our back-up system or an individual's computer. They are admissible as evidence in legal proceedings and have been used successfully in libel and discrimination cases, and they can also be reviewed by regulators.

You must not create congestion on our systems or network by sending trivial messages, by unnecessary copying or forwarding of messages to recipients who do not need to receive them, or by sending or forwarding chain mail, junk mail, cartoons, jokes or gossip.

You must use a company email address for sending and receiving work-related emails and must not use your own personal email accounts to send or receive emails for the purposes of our business. You must not send (inside or outside work) any message in our name unless it is for an authorised, work-related purpose.

You must not send unsolicited commercial emails to anyone with whom you do not have a prior relationship without the express permission of the relevant manager.

Emails must not provide references, recommendations or endorsements for any third-party unless expressly authorised by your line manager.

You must be vigilant when using our email system. Computer viruses are often sent by email and can cause significant damage to our information systems or network. Be particularly cautious in relation to unsolicited emails from unknown sources.

If you suspect that an email may contain a virus, you should not reply to it, open any attachments to it or click on any links in it and must report it immediately for advice.

### **Emails – Confidentiality**

Do not assume that emails sent or received internally or externally are private and confidential, even if marked as such. Email is not a secure means of communication and third-parties may be able to access or alter messages that have been sent or received. Do not send any information in an email which you would not be happy being publicly available. Matters of a sensitive or personal nature should not be transmitted by email unless absolutely unavoidable and if so, should be clearly marked in the message header as highly confidential. The confidentiality of internal communications can only be ensured if they are sent by internal post, delivered personally by hand or included in a password-protected or encrypted online document.

Lists of contacts compiled by you during the course of your employment and stored on our email application, information manager and/or other database(s) (irrespective of how they are accessed) belong to us. You must not copy or remove such lists for use outside your employment or after your employment ends.

### **Emails - Personal Use**

The sending of personal emails using the work email address is not permitted.

## **Emails – Monitoring**

We may monitor the email and instant messaging systems or network in the workplace for the following reasons:

- To determine whether they are communications relevant to the carrying on of our business;
- If you are absent from work, to check communications for business calls to ensure the smooth running of the business;
- to record transactions;
- where we suspect that messages being sent or received are:
  - detrimental to us;
  - in breach of an individual's contract, or this policy; and/or
  - in breach of data protection rights;
- to monitor staff conduct; and/or
- to investigate complaints, grievances or criminal offences.

When monitoring incoming or outgoing emails, we will, unless exceptional circumstances apply to look at the sender or recipient of the email and the subject heading and avoid opening emails marked or appearing to be personal.

## **Telephones - Personal Use**

The making or receiving of personal telephone calls while at work using our telephone system and/or your personal mobile phone is not permitted.

Our telephone system may not be used for premium rate or international calls.

## **Telephones – Monitoring**

We may monitor the use of our telephone system, and company mobile phones (including smartphones) for the following reasons:

- If you are absent from work, to check communications (including your voicemail) for business calls to ensure the smooth running of the business;
- to record transactions;
- where we suspect that an individual is acting in a way that is:
  - detrimental to us;
  - in breach of the individual's contract, or this policy; and/or
  - in breach of data protection rights;
- to monitor staff conduct; and/or
- to investigate complaints, grievances or criminal offences.

When monitoring telephones, we will, unless exceptional circumstances apply, look at the numbers from which calls are received and the numbers dialled and the duration and frequency of calls.

We will only intercept (i.e. listen to) telephone calls or saved messages where relevant to the carrying on of our business and where necessary:

- to determine whether the message is, in fact, relevant to the carrying on of our business;
- to establish the existence of facts;
- to check whether regulatory or self-regulatory practices or procedures to which we or our staff are subject have been complied with, i.e. to detect unauthorised use of the system;
- to check whether staff using the system in the course of their duties are achieving the standards required of them;
- for the purpose of investigating or detecting the unauthorised use of the system;
- for the purpose of preventing or detecting crime; or
- for the effective operation of the telecommunication system.

### **Internet – General**

Access to the internet during working time is primarily for matters relating to your work duties and employment.

Any unauthorised use of the internet is strictly prohibited. Unauthorised use includes (but is not limited to):

- Creating, viewing or accessing any webpage, or posting, transmitting or downloading any image, file or other information that is unrelated to your employment and, in particular, which could be regarded as pornographic, illegal, criminal, offensive, obscene, in bad taste or immoral and/or which is liable to cause embarrassment to us or to our clients/customers and/or suppliers.
- Engaging in computer hacking and/or other related activities.
- Attempting to disable or compromise the security of information contained on our systems or network or those of a third-party.

Staff are reminded that such activity may also constitute a criminal offence.

Postings placed on the internet may display our address. For this reason, you should make certain before posting information that the information reflects our standards and policies. Under no circumstances should information of a confidential or sensitive nature be placed on the internet. You must not use our name in any internet posting (inside or outside work) unless it is for a work-related purpose.

Information posted or viewed on the internet may constitute published material. Therefore, reproduction of information posted or otherwise available over the internet may be done only by express permission from the copyright holder. You must not act in such a way as to breach the copyright or the licensing conditions of any internet site or computer program.

Subscriptions to newsgroups, mailing lists and social networking websites are permitted only when the subscription is for a work-related purpose. Any other subscriptions are prohibited.

We may block or restrict access to any website at its discretion.

## Internet – Monitoring

We may monitor internet usage (including searches made, the IP addresses of sites visited, and the duration and frequency of visits) if we suspect that an individual has been using the internet in breach of the contract of employment or this policy, e.g.:

- By viewing material that is pornographic, illegal, criminal, offensive, obscene, in bad taste or immoral and/or which is liable to cause embarrassment to us or to our clients/customers.
- By spending an excessive amount of time viewing websites that are not work-related.

Monitoring may include internet usage at the workplace, internet usage outside the workplace during working hours using our systems or network and internet usage using a hand-held or portable electronic device.

The information obtained through monitoring may be shared internally, or externally if access to the information is necessary for the performance of their roles. Information will usually only be shared in this way where we believe there may have been a breach of the individual's contract or this policy.

## PASSWORDS AND SECURITY

You are personally responsible for the security of all equipment allocated to or used by you. You must not allow equipment allocated to you to be used by any other person, other than in accordance with this policy.

You must use passwords on all IT equipment allocated to you, and keep any password allocated to you confidential and change your password regularly.

You must not use another person's username and/or password to access our systems or network, nor allow any other person to use your password(s). If it is anticipated that someone may need access to your confidential files in your absence, you should arrange for the files to be copied to a network location that is properly secure where the other person can access them or give the person temporary access to the relevant personal folders.

You must log out of the system or lock your computer when leaving your desk for any period of time. You must log out and shut down your computer at the end of the working day.

### Company Systems and Data Security

You must not download or install software from external sources without prior authorisation.

You must not connect any personal computer, mobile phone, laptop, tablet, USB storage device or other device to our systems or network without express prior permission. Any permitted equipment must have up-to-date anti-virus software installed on it and we may inspect such equipment in order to verify this.

You must not run any '.exe' files, particularly those received via email, unless authorised to do so. Unauthorised files should be deleted immediately upon receipt without being opened.

You must not access or attempt to access any password-protected or restricted parts of our systems for which you are not an authorised user.

You must inform your line manager immediately if you suspect your computer may have a virus and must not use the computer again until informed it is safe to do so.

All laptop, tablet, smartphone and mobile phone users should be aware of the additional security risks associated with these items of equipment. All such equipment must be locked away in a secure location if left unattended overnight.

### **PROHIBITED USE AND BREACH OF THIS POLICY**

We consider this policy to be extremely important. Any breach of the policy will be dealt with under our disciplinary procedure. In certain circumstances, breach of this policy may be considered gross misconduct and may result in immediate termination of employment or engagement without notice or payment in lieu of notice. In addition, or as an alternative, we may withdraw your internet and/or email access.

Examples of matters that will usually be treated as gross misconduct include (this list is not exhaustive):

- unauthorised use of the internet;
- creating, transmitting or otherwise publishing any false and defamatory statement about any person or organisation;
- creating, viewing, accessing, transmitting or downloading any material which is discriminatory or may cause embarrassment to other individuals, including material which breaches the principles set out in our equality policy and/or harassment and bullying policy;
- accessing, transmitting or downloading any confidential information about us and/or any of our staff and/or client/customers, except where authorised in the proper performance of your duties;
- accessing, transmitting or downloading unauthorised software; and
- viewing, accessing, transmitting or downloading any material in breach of copyright.

# SOCIAL MEDIA POLICY

## INTRODUCTION

We understand that the internet and social media platforms are increasingly used as a means of communication both at work and at home. This policy outlines the standards we require staff to observe when using social media, the circumstances in which we will monitor the use of social media and the action we will take if this policy is breached.

## SCOPE

This policy applies to all individuals, including employees, workers, temporary and agency workers, contractors, interns, volunteers and apprentices.

Staff should refer to our data protection privacy notice and, where appropriate, to other relevant policies including in relation to data protection, equality, harassment and bullying, internet use and emails and communication.

In this policy, 'social media' means internet-based applications which allow users to collaborate or interact socially by creating and exchanging content, such as social networks or platforms, community sites, blogs, microblogging sites, wikis, web forums, social bookmarking services and user rating services. Examples include Facebook, LinkedIn, Yammer, YouTube, Instagram, Twitter, Tumblr, Flickr, SlideShare, Foursquare and Pinterest and the review areas of e-commerce sites.

Social media platforms allow us to build connections and to share ideas and content more broadly and quickly than ever before, and we support their use. However, improper use of social media may give rise to a breach of your employment contract and/or our policies, and/or the following:

- Bullying, harassment and unlawful discrimination;
- defamation (i.e. damaging the good reputation of another person or organisation);
- contempt of court (i.e. interfering with the administration of justice, e.g. by revealing someone's identity that had been protected by the courts);
- breach of data protection laws;
- misuse of confidential information belonging to us or to our customers/clients and/or suppliers; and
- damage to the reputation of the user, ourselves and/or our customers/clients and/or our suppliers.

This policy does not seek to regulate how staff use social media in a purely private capacity, provided such use has no bearing on ourselves or our activities. This policy is intended to ensure that staff understand the rules governing their use of social media in relation to their work for us, or when referencing ourselves, or where the use of social media may affect us. It is designed to help you use these platforms and services responsibly, so as to minimise the risks set out above and to ensure consistent standards of use of social media. This policy, therefore, applies where:

- your use of social media relates to ourselves or our activities;

- your use of social media relates to, or is otherwise connected with, your work, whether the intended use is personal or professional; and
- you represent yourself, or are otherwise identifiable, as someone employed by, or otherwise associated with us.

### GENERAL RULES FOR USE OF SOCIAL MEDIA

You must not use your work email address to sign up for personal use of social media platforms.

You should have no expectation of privacy or confidentiality in anything you create or share on social media platforms. When you create or exchange content using social media you are making a public statement. As such, your content will not be private and can be retweeted, copied or forwarded to third parties without your consent. You should, therefore, consider the potential sensitivity of disclosing information (such as health information) on a platform. Once sensitive or confidential information (or offensive or defamatory information) has been disclosed, it cannot be recovered, and this may result in liability both for ourselves and also for you personally.

Bear in mind that, even if you are using social media in a personal capacity, other users who are aware of your association with us might reasonably think that you speak on our behalf. You should take account of any adverse impact your content might have on our reputation or our relationships with clients/customers, suppliers and other business partners.

When creating or exchanging content on a social media platform, you must at all times comply with your contract of employment (or other contractual relationship) with us, our disciplinary rules and any of our policies that may be relevant. In particular, you must:

- not harass or bully other members of staff;
- not discriminate against other members of staff or third parties;
- not breach any of our other policies or procedures;
- respect any confidentiality obligations owed by ourselves or you, and not disclose commercially sensitive material or infringe any of our intellectual property or privacy rights or that of any third-party;
- not make defamatory or disparaging statements about us, our shareholders, employees, customers/clients, suppliers or competitors;
- not create or exchange or link to abusive, obscene, discriminatory, derogatory, defamatory or pornographic content;
- not upload, post or forward any content belonging to a third-party unless you have that third party's consent;
- ensure that any quotes from third-party material are accurate;
- check that a third-party website permits you to link to it before including a link and ensure that the link makes clear to the user that the link will take them to the third-party's site;
- not post, upload, forward or post a link to chain mail, junk mail, cartoons, jokes or gossip;
- be prompt in admitting and correcting any mistakes made when posting; and
- avoid posting in relation to or discussing topics that may be inflammatory, such as politics or religion.

You should regularly review the privacy settings on your personal social media accounts and appropriately restrict the people who can read your comments. Review the content of your personal social media accounts on a regular basis and delete anything that could reflect negatively on you in a professional capacity or on ourselves.

### **Using Social Media Platforms in our name**

In order to protect our commercial interests, only limited individuals are permitted to post material on any social media platform in our name and/or on our behalf. Any breach of this restriction will be treated as gross misconduct.

### **Personal use of Social Media Platforms**

You must not use our computers, networks or systems (including via smartphones or tablets) to access social media platforms for personal use at any time.

## **RIGHTS TO SOCIAL MEDIA ACCOUNTS**

If, in the course of undertaking your duties under your contract of employment with us, you create or make use of a social media account ('company account'):

- to the extent that the rights to the company account do not belong to the social media platform (e.g. LinkedIn, Twitter), they belong to us; and
- the rights to any database of contact details created or maintained in connection with the company account belong to us and you must not create or maintain any separate database of those contact details.

On termination of your employment for any reason, and when requested by us at any time, you must:

- provide us with the login and password details for all company accounts created or used by you; and
- return to us any copies of the database relating to each company account and refrain from using any contact details included on that database, except to the extent that those contacts are personal to you or formed part of a database that you created before you joined us.

## **MONITORING**

We reserve the right to monitor, intercept and read communications including the content of social media platforms accessed via our systems or network.

We will also monitor how we use social media generally and what is said about us and about our competitors.

We may monitor your LinkedIn and other business-related social media profiles during your notice period and during the period of any relevant post-termination restrictions to which you are subject, for the purposes of our legitimate interests, i.e. to ensure that any non-competition provision is complied with. We will only carry out such monitoring where there are no other less invasive means available.



## BREACHES OF THIS POLICY

We consider this policy to be extremely important. If you are found to be in breach of the policy, you will be disciplined in accordance with our disciplinary procedure. In certain circumstances, breach of this policy may be considered gross misconduct, which may lead to immediate termination of employment without notice or payment in lieu of notice. As an alternative, we may withdraw your access to social media platforms via our systems. If you are not an employee, breach of this policy may result in termination of our contract with you.

You are also reminded that, in certain circumstances, an act that breaches this policy may also constitute a criminal offence.

You should note in particular that creating or sharing content on a social media platform may amount to misconduct even if it takes place:

- on a personal account with appropriate privacy settings;
- outside normal working hours; and/or
- without using our computers, systems and networks.

If in the course of using social media, you become aware of any misconduct or wrongdoing by any employee, officer, worker or agent, you must report it to your line manager.

You may be required to remove content created or shared by you which we deem to be in breach of this policy.

If you feel that you have been harassed or bullied because of material posted or uploaded by a colleague onto a social media platform you should inform your line manager in accordance with our harassment and bullying or grievance procedure.

# STRESS AND MENTAL HEALTH POLICY

## INTRODUCTION

We are committed to protecting the health, safety and welfare of our employees; promoting positive mental health for all staff and tackling the causes of stress and work-related mental ill health. We recognise that stress in the workplace is a health and safety issue and acknowledge the importance of identifying and reducing the causes of workplace stress.

We aim to promote a positive working environment by ensuring all staff feel able to talk openly about their mental health and not fear discrimination if their condition is a disability or bullying or harassment.

We also recognise that an employee's performance or behaviour can be affected if they are experiencing mental ill health, and that appropriate support and adjustments should be explored before considering any formal measures such as disciplinary action.

## SCOPE

This policy applies to all staff, including employees, temporary and agency workers, other contractors, interns, volunteers and apprentices.

## STRESS

The Health and Safety Executive (HSE) defines stress as 'the adverse reaction people have to excessive pressure or other types of demand placed on them'. This makes an important distinction between pressure, which can be a positive state if managed correctly, and stress, which is likely to be detrimental to physical or mental health if it is prolonged. Stress is not in itself an illness, but it can make you ill.

Causes of stress may include:

- Demands - for example, where you are not able to cope with the demands of your job.
- Control - for example, where you are unable to control the way you do your work.
- Support - for example, where you do not receive enough information and support.
- Relationships - for example, where you are having trouble with relationships at work, or are being bullied.
- Role - for example, where you do not fully understand your role and responsibilities.
- Change - for example, where you are not engaged when a business is undergoing change.

Signs of stress in a team may include:

- arguments;
- higher staff turnover;
- increased reports of stress;

- increased sickness absence;
- decreased performance; and/or
- increased complaints and grievances.

Signs of stress in an individual may include:

- taking more time off;
- arriving for work later;
- being more twitchy or nervous;
- mood swings;
- being withdrawn; and/or
- loss of motivation, commitment and confidence.

If you are stressed you may notice changes in the way you think or feel, or act, for example: feeling negative, being indecisive, being unable to concentrate, smoking, drinking or taking drugs to 'cope' and having difficulty sleeping.

## MENTAL HEALTH

Anyone can suffer a period of mental ill health. It can emerge suddenly, as a result of a specific event, or gradually, where it worsens over time. It can range from common mental health issues such as anxiety and depression to more serious mental health conditions such as bipolar disorder or schizophrenia.

Some conditions can be persistent and may be classed as a disability, while others come and go, giving the individual 'good days' and 'bad days'. While someone may be diagnosed with a mental health condition, with the right support they can still enjoy positive mental health.

We consider it important to better understand mental health because mental ill-health is very common, and because staff with positive mental health are more likely to work productively, interact well with colleagues and find it easier to adapt to change, whereas staff who feel unable to talk to their manager about their mental health may attend work when they are unwell, which can have an impact on individual and team productivity, and staff supported by their employer are more likely to be able to stay in work or more easily return to work after a period of absence.

## PRINCIPLES

We will be mindful of the impact of stress and mental health in the workplace and where we identify an issue we will identify the risks and seek to eliminate or control those risks. This may take the form of a formal risk assessment, which will be subject to review and will seek to:

- aim to manage and control the risks from work-related stress in accordance with appropriate government guidelines as in place from time to time;
- provide adequate resources to enable managers to implement this policy and procedure; and
- implement this policy in line with the principles of any other applicable policy giving particular regard to any employee's disability and our duty to make reasonable adjustments to our policies, arrangements and procedures.

## RESPONSIBILITIES

### Managers

If, as a manager, you know that an employee has a mental health condition, or is showing signs of suffering with stress, you should:

- (a) Be observant and if you see that the employee is having difficulties, talk to them at an early stage and ask questions in an open, exploratory and non-judgemental way. If they do not want to speak to you, suggest they speak to someone else, such as their GP.
- (b) If the employee has a disability, consider making reasonable adjustments at work. Seek guidance from the employee's GP or other medical practitioner or a medical practitioner that we nominate, to establish how you can help them.
- (c) If the employee is absent due to sickness, make sure you keep them informed about what is going on at work, including social events, and reassure them early on and throughout their absence.
- (d) Before the employee returns to work after any sickness absence:
  - a. Discuss with the employee their return to work and reintegration into the workplace, and whether any change should be made to their duties, taking into account the available medical advice (as appropriate) and the needs of the business.
  - b. Consider the need for a written plan that sets out when the employee will have reached the stage of 'business as usual', when you can use existing management processes to review their performance, needs etc.
  - c. If an employee gets upset, talk to them, reassure them, and tell them that you will give them all the help and support available. Explain that things will go at a pace that suits them. If you are in a meeting with them, ask if they would like someone else with them.

Managers will, where appropriate:

- review job descriptions to identify tasks that may cause stress;
- monitor workloads to ensure that people are not overloaded or under-utilised;
- monitor working hours and overtime to ensure that staff are not overworking;
- monitor holidays to ensure that staff are taking their full entitlement;
- ensure that bullying and harassment is not tolerated within their jurisdiction; and
- be vigilant and offer additional support to a member of staff experiencing stress outside work, for example, bereavement or separation.

### Employees

If you are experiencing mental health difficulties or stress at work, you should seek help at the earliest opportunity from your GP, in the knowledge that we will do our best to support you. You should raise any other issues of concern with your line manager and be proactive in any of our endeavours to assess any stress or mental health risks,

for example, completing surveys or providing honest feedback when requested; and accept opportunities for counselling when recommended.

# SUBSTANCE ABUSE POLICY

## INTRODUCTION

We are committed to maintaining healthy, safe and productive working conditions for our entire staff. We recognise the impact that both alcohol and drugs may have upon an individual's ability to work safely and correctly and, as such, we aim to ensure a working environment free from the inappropriate use of substances and where our employees are able to carry out their duties in a safe and efficient manner.

We recognise that in certain circumstances an alcohol or drug problem can be an illness.

This policy is designed to prevent and treat problems created in the workplace by inappropriate alcohol consumption and drug usage.

## SCOPE AND PRINCIPLES

This policy applies to all our employees. In addition, this policy should be observed by all agency staff, contractors, consultants and any other individual working for, at or on our behalf.

This policy seeks to:

- Alert all employees to the risks associated with drinking alcohol and using non-medicinal drugs and to promote good practice and a progressive change of behaviour and attitude concerning use.
- Encourage and assist employees who suspect or know that they have an alcohol or drug problem to make us aware and to seek help at an early stage.

For the purposes of this policy the term 'drug' includes:

- Substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
- prescribed and over-the-counter drugs;
- solvents and any other similar substances; and
- 'legal highs', psychoactive drugs and new psychoactive substances (even where these may not be banned under the Misuse of Drugs Act 1971).

## Disciplinary Rules

You are expected to comply with the following standards:

- The consumption of alcohol by you is inappropriate at any time when working or before work whenever work performance might be adversely affected, except in a genuine case of client entertaining.
- The use of drugs is inappropriate at any time when working or before work whenever work performance might be affected. If you are prescribed by your doctor drugs that may affect your ability to work/drive you should immediately discuss the problem with your line manager.

- Dispensing, distributing, possessing, using, selling or offering to buy controlled drugs at work is prohibited. Any such activity (including reasonable suspicion of it) on our premises will be reported immediately to the police.
- If you are found to be in breach of these rules you will be liable to dismissal on the grounds of gross misconduct under our disciplinary procedures.

### **Employees who seek help with an Alcohol or Drug Problem**

You may choose to seek help on a completely voluntary basis. If you believe that you have an alcohol and/or drug problem you should seek specialist help as soon as possible.

If you request assistance voluntarily prior to management being aware of poor work performance, the matter will be kept confidential. If time off work is needed for a recovery programme, or there is a requirement to change your duties or working environment, your line manager will need to be informed.

# WHISTLEBLOWING POLICY

## INTRODUCTION

All organisations face the risk of things going wrong or of unknowingly harbouring malpractice.

We take malpractice very seriously. We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards too. We encourage open communication from all those who work for us and we want everyone to feel secure about raising concerns.

All staff have protection under whistleblowing laws if they raise concerns in the correct way. This policy is designed to give staff that opportunity and protection.

It does not matter if an individual who raises a concern is mistaken about it, staff do not have to prove anything about the allegation they are making but they must reasonably believe that the disclosure is made in the public interest and that the information they have tends to show some malpractice.

We are committed to the principles set out in this policy. If you use this policy to raise a concern we give you our assurance that you will not suffer any form of retribution or detrimental treatment. We will treat your concern seriously and act according to this policy.

If you ask for your identity to remain confidential, we will respect this request and, unless the law requires otherwise, it will only be disclosed to third parties or other staff with your consent.

## SCOPE

This policy applies to all employees, officers, consultants, our contractors and to other workers within the company including agency workers, volunteers, homeworkers and casual workers.

This policy does not form part of any contract of employment and we may amend it at any time.

## APPLICATION OF THIS POLICY

There is a difference between whistleblowing and raising a grievance:

- Whistleblowing is where you have a concern about a danger or illegality that has a public interest aspect to it, for example, because it threatens customers, third parties or the public generally.
- A grievance is a complaint that generally relates to your own employment position or personal circumstances at work.

This policy does not set out the procedure that applies to general grievances. If you have a complaint about your own personal circumstances, then you should use our grievance procedure instead.



### **Malpractice covered by this Policy**

Whistleblowing is the reporting of suspected malpractice, wrongdoing or dangers in relation to our activities.

The kinds of malpractice covered by this policy include:

- Criminal offences (except those in relation to bribery and corruption, which should be reported using the procedure set out in our anti-bribery and corruption policy).
- Miscarriages of justice.
- Danger to the health and safety of any individual.
- Damage to the environment.
- Breach of any legal or professional obligation (except in relation to bribery and corruption, which should be reported using the procedure set out in our anti-bribery and corruption policy).
- Deliberately concealing any of the above.

### **PROCEDURE**

If you are concerned about any form of malpractice covered by this policy, you should normally raise the issue with your line manager.

If you feel that you cannot tell your line manager, for whatever reason, you should raise the issue with a director.

If you have raised concerns and are still concerned, or the matter is so serious that you feel you cannot discuss it with either of the people named above, you should raise the matter with the following member of the board of management: the managing director.

A concern can be raised by telephone, in person or in writing. It is preferable if it is made in writing. Although you are not expected to prove the truth of your concern beyond doubt or provide evidence, you will generally need to provide the following information as a minimum:

- The nature of the concern and why you believe it to be true.
- The background and history of the concern (giving relevant dates where possible).

### **THE INVESTIGATION**

We are committed to ensuring that all disclosures raised will be dealt with appropriately, consistently, fairly and professionally.

We will arrange a meeting as soon as possible to discuss the concern raised. You may bring a colleague or trade union representative to any meeting that takes place. The companion must respect the confidentiality of the disclosure and any subsequent investigation. We may ask you for further information about the concern raised, either at this meeting or at a later stage.

The concern raised will be recorded in our whistleblowing report register.

After the meeting, we will decide how to respond. Usually, this will involve making internal enquiries first, but it may be necessary to carry out an investigation at a later stage which may be formal or informal depending on the nature of the concern raised. External investigators may be brought in where necessary. We will endeavour to complete investigations within a reasonable time.

We will endeavour to keep you informed of the progress of the investigation carried out and when it is completed and give an indication of timings for any actions or next steps that we will take, but we will not be able to inform you of any matters which would infringe any duty of confidentiality owed to others.

### **CONFIDENTIALITY**

All concerns raised will be treated in confidence and every effort will be made not to reveal the identity of an individual who raises a concern if that is their wish. If disciplinary or other proceedings follow the investigation, it may not be possible to take action as a result of a disclosure without the help of the individual who raised the concern, so the individual may be asked to come forward as a witness.

We hope that all staff will feel able to voice their concerns openly under this policy. Although a concern may be made anonymously, we encourage you to put your name to your allegation whenever possible. If this is not done, it will be much more difficult for us to protect your position or to give feedback on the outcome of investigations.

Concerns that are expressed completely anonymously are much less powerful and are difficult to investigate. We will consider them at our discretion, taking into account factors such as the seriousness of the issue raised, the credibility of the concern and the likelihood of confirming the allegation from other sources.

#### **Raising your Concern Externally (Exceptional Cases)**

The main purpose of this policy is to give all our staff the opportunity and protection they need to raise concerns internally. We would expect that in almost all cases raising concerns internally would be the most appropriate course of action.

However, if for whatever reason, you feel that you cannot raise your concerns internally and you reasonably believe the information and any allegations are substantially true, the law recognises that it may be appropriate for you to raise the matter with another prescribed person, such as a regulator or professional body or an MP. A list of the relevant prescribed people and bodies for this purpose and the areas for which they are responsible is available from Protect (formerly known as Public Concern at Work) and on the gov.uk website at <https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2>.

We strongly encourage you to seek appropriate advice before reporting a concern to anyone external.

Protect (formerly known as Public Concern at Work) is a leading independent charity whose main objectives are to promote compliance with the law and good practice in the public, private and voluntary sectors. They are a source of further information and advice and operate a confidential helpline.

## Protection and Support for those Raising Concerns

We are committed to good practice and high standards and to being supportive to staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

Any individual raising a genuine concern must not suffer any detriment as a result of doing so. If you believe that you have suffered such treatment, you should inform your line manager immediately. If the matter is not dealt with to your satisfaction, you should raise it formally using our grievance procedure.

No member of staff must threaten or retaliate against an individual who has raised a concern and we will not tolerate any such harassment or victimisation. Any person involved in such conduct may be subject to disciplinary action.

However, to ensure the protection of all our staff, those who raise a concern frivolously, maliciously and/or for personal gain and/or make an allegation they do not reasonably believe to be true and/or made in the public interest will also be liable to disciplinary action.

Protect (formerly known as Public Concern at Work) is a source of further information and advice at [www.protect-advice.org.uk](http://www.protect-advice.org.uk). It also provides a free helpline offering confidential advice on 020 3117 2520.