

PROTAFORM
SPRINGS &
PRESSINGS LTD



Employee Handbook
Version 2

PROTAFORM SPRINGS & PRESSINGS LTD

INTRODUCTION

The success of any organisation and that of its Employees depends very largely on the Employees themselves, we look to you to play your part, as we shall continue to play ours.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you carefully study the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

We provide equal opportunities and are committed to the principle of equality regardless of race, racial group, religion or belief, sex (including gender reassignment), sexual orientation, disability and age. We will apply employment policies, which are fair, equitable and consistent with the skills and abilities of our Employees and the needs of the business. We look to your support in implementing these policies to ensure that all Employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or our Employees. Acts of harassment or discrimination on the grounds of any protected characteristics, such as race, sex, or disability, are disciplinary offences.

This handbook is designed to help you understand the policies, general rules and operating standards that apply to the employees of the Company. It is intended as a statement of the Company's policies and procedures and, except where specifically indicated, does not form part of your contract of employment. Any dispute between you and the Company will be determined on the basis and content of your contract of employment.

The Company reserves the right to review, revise, amend or replace the contents of this Handbook and introduce new procedures and / or policies from time to time reflecting the changing needs of the business. Where necessary, an updated version of this handbook may be reissued in its entirety in electronic or hard copy format. The handbook is available from the accounts department and can also be found on the company's website.

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Peter Murphy, Operations Director
For and on behalf of the Company

November 2024

JOINING OUR COMPANY

A) TRIAL PERIOD

1. Your contract of employment will confirm whether or not you are required to complete a trial period at the outset of your employment, or otherwise during any change of role. The duration of any such trial period will also be detailed within your contract of employment. During any such period, your performance and general suitability will be assessed, if it is satisfactory, your employment will continue. However, if during a trial period it is found that your performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action or terminate your employment without recourse to the disciplinary procedure. At the end of any trial period you will again be assessed and, if satisfactory, you will become a member of our regular staff. If you have not reached the required standard, we may either extend the trial period in order that remedial action can be taken or terminate your employment without recourse to the disciplinary procedure. In the event of you failing to improve during the extended trial period, your employment will be terminated without recourse to the disciplinary procedure.
2. If during your employment you are promoted or moved to another role, you may be required to undertake a trial period of 13 weeks or in some cases 26 weeks. The duration of any such trial period will be detailed within your contract of employment or variation letter as appropriate. Failure to pass the probationary period will result in either a return to the original role, if still available, or termination of employment.

B) EMPLOYEE TRAINING

At the commencement of your employment, you will receive induction training, as your employment progresses you will receive further training to encompass new job activities within the business as required.

An important part of the training for shop floor staff is the safe and proper use of all equipment within the factory. You will be asked to confirm you understand what you have been shown and if you are not sure, or in doubt, you must ask for further explanations or training.

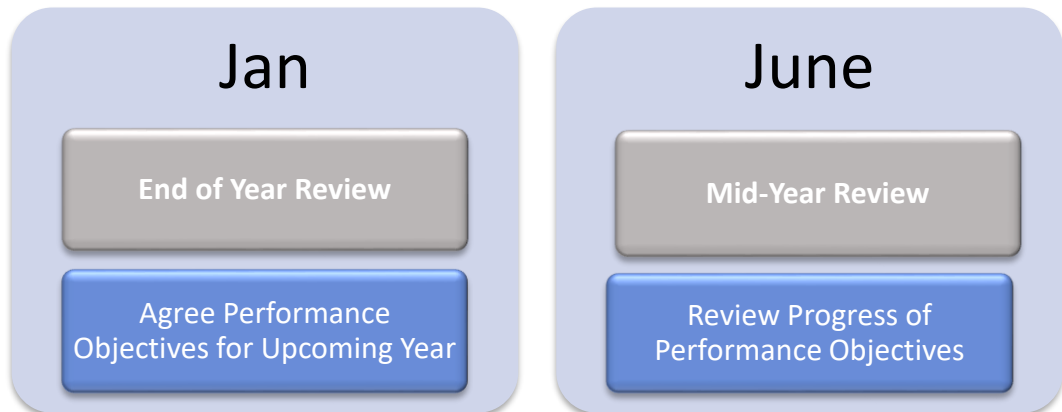
You may be required to enter into a Training and Development Agreement at the commencement of your employment. If you leave the company within a specified period of time which will be agreed at the commencement of the agreement, you may be required to pay back the cost of any training received.

C) PERFORMANCE AND REVIEW

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

The Performance Review Process has two steps, the process has been designed to enable a two-way review of your objectives.

It aims at supporting the discussions between manager and employee throughout the year:



END OF YEAR REVIEW

In January each year, the employee and their manager will review prior year performance and set your Performance Objectives for the upcoming year.

MID-YEAR REVIEW

Ahead of the Mid-Year Review meeting in June, you should reflect on your progress against the Performance Objectives so these can be discussed during the meeting with your manager.

D) JOB FLEXIBILITY

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

WAGES AND SALARIES, ETC.

A) ADMINISTRATION

1. PAYMENT

- 1.1 For weekly paid staff, the pay week ends on Sunday at midnight. Wages are paid on the following Thursday.
- 1.2 For salaried staff the pay month is the calendar month. Salaries are paid on the 10th day of the current month.
- 1.3 You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- 1.4 Any pay queries which you may have, should be raised with the Accounts Department.

2. OVERPAYMENTS

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

3. INCOME TAX AND NATIONAL INSURANCE

At the end of each tax year, you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them if making enquiries with HM Revenue & Customs or the Department for Work and Pensions, or if completing a self-assessment form. The law does not allow us to issue duplicate copies.

B) LATENESS / ABSENTEEISM

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.
2. All absences must be notified in accordance with the procedures laid down in this Employee Handbook.
3. If you are hourly paid and you "clock on" one minute or more late (e.g. at 7.31am) you will lose 15 minutes pay. If you "clock on" more than 15 minutes late (e.g. at 7.46am) you will lose 30 minutes pay and so on. When practicable to do so, any time lost due to lateness may be made up at the end of that day's shift.
4. Lateness and / or absence may result in disciplinary action and / or loss of appropriate payment.

LATENESS

If you realise that, due to severe weather conditions or disruptions to public transport, you are likely to be late for work, you must telephone your line manager as soon as possible to explain the situation and give an estimate of when you expect to arrive at work.

You will have the opportunity to make up any lost time at a later date. However, it is open to your line manager to waive the requirement for you to make up lost time where the lateness is negligible.

If the lateness amounts to half your normal working day or more, the arrangements set out below in relation to absence will apply.

ABSENCE

Where the company is satisfied that you have made every reasonable effort to attend work but have been unable to do so due to severe weather conditions or public transport disruptions, you will be required to work remotely [if possible] until the situation has improved.

Where it is not possible to accommodate a remote working arrangement, you will be entitled, in consultation with your line manager, to one of the following options:

- Take the time as annual leave.
- Make up any lost time at a later date, or
- Take the day as unpaid leave.

SCHOOL OR NURSERY CLOSURES

Where schools or nurseries close due to bad weather and you are unexpectedly required to provide or arrange care for a dependant, the Time Off for Dependants policy will apply.

C) SEVERE WEATHER

The company recognises that employees may face difficulties travelling to and from the workplace during severe weather conditions or when there are disruptions to public transport. If your normal mode of transport cannot be used to get to work, you should explore alternative means of safe transport.

Although we expect you to make a reasonable effort to attend work in all circumstances, it is not our intention for you to put yourself at unnecessary risk. However, at the same time we must also ensure that any disruption to the company remains minimal. The purpose of this policy is to set out the arrangements that we have in place if you are late for work or unable to attend the workplace because of severe weather conditions or disruptions to public transport.

This policy will apply when there are severe weather conditions or major disruptions to public transport that make it difficult for you to travel to and from the workplace. This policy will not apply where a high volume of traffic causing delays or disruption

to public transport are a normal or regular occurrence, or which can reasonably be anticipated.

LEAVING WORK EARLY

A Director will decide on a case-by-case basis if, due to severe weather conditions or disruptions to public transport, it is appropriate for you to leave work early, taking into account your individual circumstances (for example, where you live and your mode of transport) and the needs of the company. In such cases you will be paid your normal wages.

If you leave work early, you may be required to work remotely where this is possible.

WORKPLACE CLOSURE

We may decide to temporarily close the workplace in extreme cases of bad weather or disruptions to public transport. If this is necessary, we will inform you as soon as possible. You will be required to work remotely where it is possible to accommodate a remote working arrangement. Where it is not possible to accommodate a remote working arrangement, the Company reserves the right to lay you off without pay or alternatively reduce your working hours with a proportionate reduction in pay, save for any guaranteed payment to which you may be entitled.

D) SHORTAGE OF WORK

1. If there is a shortage of work for any reason, we will try to maintain your continuity of employment, even if this necessitates placing you on short-time working, or having to lay you off work without pay, other than statutory guarantee pay.
2. We shall give as much notice as is reasonably practicable of lay-off or short-time working. Thereafter we shall give as much notice as is reasonably practicable of any further change to your hours including a return to normal working hours.
3. During any period that you are on short time working, your hours may be reduced as we see fit and your remuneration will be reduced accordingly.

E) MATERNITY, PATERNITY, ADOPTION AND SHARED PARENTAL LEAVE AND PAY

You are entitled to maternity, paternity, adoption and / or shared parental leave and pay in accordance with the current statutory provisions. If you become pregnant or are due to become a parent or adopt a child you should notify your Line Manager and the Accounts Department at an early stage so that your entitlements and obligations can be explained to you.

The basic provisions, current as at the date of this Handbook, are set out below – further details can be obtained from the Accounts department on request or via the Government’s website, direct.gov.uk.

FAMILY LEAVE

MATERNITY LEAVE AND PAY

A) ENTITLEMENT

1. All employees who give birth are entitled to take up to 26 weeks ordinary maternity leave (OML) and 26 weeks additional maternity leave (AML). This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.
2. Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
3. In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after birth. However, you must take a period of compulsory maternity leave first. Details of SPL are set out in our Shared Parental Leave (Birth) Policy.

B) NOTIFICATION

1. You should inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
2. Before the end of the fifteenth week before the week that you expect to give birth (Qualifying Week), or as soon as reasonably practical afterwards, you must tell us:
 - (a) That you are pregnant.
 - (b) The week, starting on a Sunday, in which your doctor or midwife expects you to give birth (Expected Week of Childbirth); and
 - (c) The date on which you would like to start your maternity leave (Intended Start Date).
3. You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

C) SICKNESS

1. Periods of pregnancy-related sickness absence shall be paid in accordance with the statutory sick pay scheme and in the same manner as any other sickness absence.
2. Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.
3. If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically.

D) HEALTH AND SAFETY

1. Once you have notified us of your pregnancy, we will carry out a risk assessment, and identify any preventive and protective measures that we consider we need to take. We will take such steps as necessary to avoid any risks identified affecting your health and safety as a new or expectant mother or that of your baby. This may involve:
 - (a) Changing your working conditions or hours of work.
 - (b) Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
 - (c) Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

E) STARTING MATERNITY LEAVE

1. The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
2. You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.
3. You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
4. Your maternity leave will start on the earliest of:
 - (a) Your Intended Start Date (if notified to us in accordance with this policy).
 - (b) The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth. If this happens you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.
 - (c) The day after you give birth. If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
5. Shortly before your maternity leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
6. The law prohibits you from working during the two weeks following childbirth (or 4 weeks if you work in a factory)

F) MATERNITY PAY

1. Statutory Maternity Pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if the employee returns to work sooner than the relevant pay period (except where you are simply keeping in touch).
2. Employees are entitled to SMP if:
 - They have been continuously employed for at least 26 weeks at the end of their Qualifying Week and are still employed by the Company during that week.
 - Their average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit¹ set by the government.
 - They provide the Company with a Doctor's or midwife's certificate (MAT B1 form) stating their Expected Week of Childbirth (EWC).
 - They give at least 28 days' notice (or, if that is not possible, as much notice as they can) of their intention to take maternity leave; and
 - They are still pregnant 11 weeks before the start of the EWC or have already given birth.
3. SMP is calculated as follows:
 - First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of the employee's average weekly earnings calculated over the Relevant Period (see above);
 - Remaining 33 weeks: SMP is paid at the **Prescribed Rate**² which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.
4. SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments are made on the next normal payroll date and income tax, National Insurance and pension contributions are deducted as appropriate.
5. You are still eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP starts to accrue in whichever is the later of:
 - (a) The week following the week in which employment ends; or
 - (b) The eleventh week before the Expected Week of Childbirth.
6. If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

G) TERMS AND CONDITIONS

1. All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

¹ The lower earnings limit is the amount you have to earn before you are treated as paying National Insurance contributions. This changes each tax year; details can be requested from the accounts department

²This changes each year; details can be requested from the accounts department

- (a) Benefits in kind such as life insurance, health insurance and use of a company vehicle if applicable shall continue.
- (b) Annual leave entitlement under your contract shall continue to accrue; and
- (c) Pension benefits shall continue.

H) ANNUAL LEAVE

1. During OML and AML, holiday entitlement will accrue at the rate provided under your contract.
2. In many cases a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work, unless your line manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your line manager's discretion.
3. You should discuss your holiday plans with your line manager in good time before starting your maternity leave. All holiday dates are subject to approval by your line manager.

I) PENSION

1. During OML and any further period of paid maternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the Accounts Department.
2. During unpaid AML we shall not make any payments into a money purchase scheme. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date.

J) REDUNDANCIES DURING MATERNITY LEAVE

1. In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

K) KEEPING IN TOUCH

1. We may make reasonable contact with you from time to time during your maternity leave.

2. You may ask or be asked to work (including attending training) for up to ten "keeping-in-touch" days (KIT days) during your maternity leave without bringing your maternity leave or SMP to an end. This is not compulsory and must be discussed and agreed with your line manager. In any case, you must not work in the two weeks following birth (or 4 weeks if you work in a factory).
3. You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any maternity pay entitlement.

L) RETURNING TO WORK

1. Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.
2. Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:
 - (a) Updating you on any changes that have occurred during your absence.
 - (b) Any training needs you might have; and
 - (c) Any changes to working arrangements (for example if you have made a request to work part-time).

M) CHANGING YOUR RETURN DATE

1. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.
2. If you wish to return later than the Expected Return Date, you should either:
 - (a) Request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
 - (b) Request paid annual leave in accordance with your contract, which will be at our discretion.
3. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

N) DECIDING NOT TO RETURN

1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to

run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

2. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
3. This does not affect your right to receive SMP.

O) YOUR RIGHTS WHEN YOU RETURN

1. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.
2. However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

P) SWITCHING TO SHARED PARENTAL LEAVE

1. In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your partner should check with their employer if they are eligible.
2. You would need to give us at least eight weeks' written notice to end your maternity leave and opt into SPL. You can give this notice before or after the birth, but you must remain on maternity leave until at least two weeks after birth (or 4 weeks if you work in a factory). You would then be able to share any remaining leave with your partner. For further information about how SPL works, see our Shared Parental Leave Policy (Birth).

Q) FLEXIBLE WORKING

1. We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

PATERNITY LEAVE AND PAY

A) ENTITLEMENT

1. This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.
2. Paternity leave is available to employees of either gender, for the purpose of caring for a child, or supporting the child's other parent, in the following cases:

- (a) On the birth of a child, where either:
 - (i) You are the biological father and expect to have some responsibility for the child's upbringing; or
 - (ii) You are the mother's partner and you expect to have main responsibility with the mother for the child's upbringing.
 - (b) On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
 - (c) Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.
 - (d) Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.
3. To qualify for paternity leave you must have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth or the week in which you or your Partner are notified by the adoption agency or local authority that you/they have been matched with a child.
 4. In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see the Adoption Leave Policy). Only one parent can take adoption leave so you should discuss this with your Partner. You cannot take both paternity leave and adoption leave.
 5. You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave (see the Shared Parental Leave Policy).

B) TIMING AND LENGTH OF PATERNITY LEAVE

1. Paternity leave lasts for a fixed period, and you can choose to take either two non-consecutive weeks 'paternity leave or a single period of one week or two weeks. You may not take individual days as paternity leave.
2. Paternity leave can start on the date of the child's birth or adoption placement, or a later date of your choosing. However, it must be taken within 52 weeks of birth or placement.

C) NOTIFICATION

1. To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth or no more than seven days after you and/or your Partner were notified of having been matched with the child, or as soon as you reasonably can, stating:

- (a) The Expected Week of Childbirth or the Expected Placement Date.
 - (b) The date you would like your leave to start (which may be a specified date after the start of the Expected Week of Childbirth or the Expected Placement Date, the actual date of birth or a specified number of days after birth); and
 - (c) Whether you intend to take one week or two weeks' leave.
2. We may require a signed declaration from you that you are taking paternity leave to care for the child or to support the child's other parent in caring for the child.

D) CHANGING LEAVE DATES OR CANCELLING LEAVE

1. You may vary the start date of your paternity leave if you give notice as follows:
- (a) If you wish to start your leave on the day of the child's birth or on the day that the child is placed with you or the adopter, at least 28 days before the first day of the Expected Week of Childbirth or the Expected Placement Date.
 - (b) If you wish to start your leave on a specified number of days after the child's birth or placement, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth or the Expected Placement Date.
 - (c) If you wish to start your leave on a specific date that is different to the original start date you informed us of, at least 28 days before that date.
2. If you are unable to give us 28 days' written notice as set out above, you should do so as soon as you can.

E) PATERNITY PAY

1. In this paragraph, Relevant Period means the eight-week period ending with the Qualifying Week which is the 15th week before the Expected Week of Childbirth or the week in which you or your Partner were notified of being matched with the child.
2. If you take paternity leave in accordance with this policy, you will be entitled to statutory paternity pay (SPP) at the **Prescribed Rate**³ which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.

F) TERMS AND CONDITIONS

1. All the terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay. In particular:
- (a) Benefits in kind such as life insurance, health insurance and use of a company vehicle if applicable shall continue.

³ This changes each tax year; details can be requested from accounts

(b) Annual leave entitlement under your contract shall continue to accrue (see Section G).

(c) Pension benefits shall continue.

G) ANNUAL LEAVE

1. Annual leave will accrue during paternity leave at the rate provided under your contract.
2. If you are taking a period of paternity leave that will finish very close to the end of the year or continue into the next holiday year, any holiday entitlement for the year that is not taken before starting your paternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your line manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your line manager's discretion.
3. You should discuss your holiday plans with your line manager in good time before starting your paternity leave. All holiday dates are subject to approval by your line manager.

H) PENSIONS

1. During paternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on paternity leave. If you wish to increase your contributions to make up any shortfall you should contact the Accounts Department.

I) RETURN TO WORK

1. You are normally entitled to return to work after paternity leave to the same position you held before commencing leave. Your terms of employment will be the same as if you had not been absent.
2. However, if you have taken paternity leave straight after or straight before a period of parental leave of more than four weeks, and it is not reasonably practicable for us to allow you to return to the same job, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
3. You may be entitled to Shared Parental Leave and Statutory Shared Parental Pay. If you are also taking shared parental leave in respect of the same child, see the Shared Parental Leave Policy for information about rights on return to work.

J) FLEXIBLE WORKING

1. We will deal with any requests by employees to change their working patterns (such as working part time) after paternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

K) DEFINITIONS

1. The definitions in this paragraph apply in this policy.
Partner: spouse, civil partner or someone (of either sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects your child to be born.
Expected Placement Date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

ADOPTION LEAVE AND PAY

A) ENTITLEMENT

1. The purpose of this policy is to set out the arrangements for adoption leave and pay for employees who are:
 - (a) Adopting a child through a UK or overseas adoption agency.
 - (b) Fostering a child with a view to possible adoption.
 - (c) Having a child through a surrogate mother.
2. In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in our Shared Parental Leave Policy.
3. This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.
4. In adoption cases or fostering for adoption cases, you are entitled to adoption leave if you meet all the following conditions:
 - (a) You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
 - (b) The adoption agency or local authority has given you written notice that it has matched you with a child for adoption, or that it will be placing a child with you under a fostering for adoption arrangement and tells you the date the child is expected to be placed into your care (Expected Placement Date).
 - (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
5. In a surrogacy case, you are entitled to adoption leave if all the following conditions are met:

- (a) A surrogate mother gives birth to a child who is biologically your child, the child of your spouse or partner, or the child of both of you.
 - (b) You expect to be given parental responsibility for the child under a parental order from the court. The child must live with you and you must apply for the parental order within six months of the child's birth.
6. Only one parent can take adoption leave. If your spouse or partner takes adoption leave with their employer, you will not be entitled to adoption leave but you may be entitled to paternity leave (see our Paternity Leave Policy) and/or shared parental leave (see our Shared Parental Leave (Adoption) Policy).
 7. The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

B) NOTIFICATION REQUIREMENTS: ADOPTION

1. Not more than seven days after the agency or local authority notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (Intended Start Date).
2. We will then write to you within 28 days to inform you of the date you would be due to return to work (your Expected Return Date) assuming you take your full entitlement to adoption leave.
3. Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

C) NOTIFICATION REQUIREMENTS: SURROGACY

1. In a surrogacy case, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth (EWC). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as is reasonably practicable. You must also complete a declaration confirming your entitlement.
2. We will write to you within 28 days of receiving your notification, to confirm your Expected Return Date assuming you take your full entitlement to adoption leave.
3. When the child is born you must tell us the date of birth.

D) STARTING ADOPTION LEAVE

1. In adoption or fostering for adoption cases, OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

2. If you want to change your Intended Start Date, please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new Intended Start Date if you are bringing the date forward). We will then write to you within 28 days to tell you your new Expected Return Date.
3. In a surrogacy case, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.
4. Shortly before your adoption leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

E) ADOPTION PAY

1. Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:
 - (a) You have been continuously employed for at least 26 weeks ending with the week in which the agency notified you that you had been matched with the child (Qualifying Week) and are still employed by us during that week.
 - (b) Your average weekly earnings during the eight weeks ending with the Qualifying Week (Relevant period) are not less than the lower earnings limit set by the government; and
 - (c) You have given us the relevant notifications under this policy.
2. SAP is calculated as follows:
 - (a) First six weeks: SAP is paid at the Earnings-related Rate of 90% of your average earnings over the Relevant Period.
 - (b) Remaining 33 weeks: SAP is paid at the **Prescribed Rate**⁴ which is set by the government for the relevant tax year or the Earnings-Related Rate if this is lower.
3. SAP accrues with each complete week of absence and payments are made on the next normal payroll date. Income tax, National Insurance and pension contributions are deducted as appropriate.
4. If you leave employment for any reason (for example, if you resign or are made redundant) you are still eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP starts:
 - (a) 14 days before the Expected Placement Date; or
 - (b) The day after your employment ends, whichever is the later.

⁴ This changes each tax year; details can be requested from accounts

5. If you become eligible for a back-dated pay rise which includes a sum in respect of the Relevant Period, you will be treated for SAP purposes as if the pay rise had been paid in the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

F) TERMS AND CONDITIONS

1. All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:
 - (a) Benefits in kind such as life insurance, health insurance and use of a company vehicle if applicable shall continue.
 - (b) Annual leave entitlement under your contract shall continue to accrue; and
 - (c) Pension benefits shall continue.

G) ANNUAL LEAVE

1. Annual leave will accrue at the rate provided under your contract.
2. In many cases a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your line manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your line manager's discretion.
3. You should discuss your holiday plans with your line manager in good time before starting your adoption leave. All holiday dates are subject to approval by your line manager.

H) PENSIONS

1. During OAL and any further period of paid adoption leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on adoption leave. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Accounts Department.
2. During unpaid AAL we shall not make any payments into a money purchase scheme and the time shall not count as pensionable service under the final salary scheme. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date.

I) REDUNDANCIES DURING ADOPTION LEAVE

1. In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

J) KEEPING IN TOUCH

1. We may make reasonable contact with you from time to time during your adoption leave.
2. You may ask or be asked to work (including attending training) on up to ten "keeping-in-touch" days (KIT days) during your adoption leave without bringing your adoption leave to an end. This is not compulsory and must be discussed and agreed with your line manager.
3. You will be paid at your normal basic rate of pay for time spent working on a KIT Day and this will be inclusive of any adoption pay entitlement.

K) RETURNING TO WORK

1. We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.
2. Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:
 - (a) Updating you on any changes that have occurred during your absence.
 - (b) Any training needs you might have; and
 - (c) Any changes to working arrangements (for example, if you have made a request to work part time).

L) CHANGING YOUR RETURN DATE

1. If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.
2. If you wish to return later than the Expected Return Date, you should either:
 - (a) request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
 - (b) request paid annual leave in accordance with your contract, which will be at our discretion.

3. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.
4. In any other case, late return will be treated as unauthorised absence.
5. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent. However, if you have taken any period of AAL or have combined your adoption leave with more than four weeks' parental leave, and 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 not less favourable.

M) DECIDING NOT TO RETURN

1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
2. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
3. This does not affect your right to receive SAP.

N) SWITCHING TO SHARED PARENTAL LEAVE

1. In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year. Your partner should check with their employer if they are eligible.
2. You would need to give us at least eight weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least two weeks' adoption leave. You would then be able to share any remaining leave with your partner. For further information about how SPL works, see our Shared Parental Leave (Adoption) Policy.

O) FLEXIBLE WORKING

1. We will deal with any requests by employees to change their working patterns (such as working part time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

SHARED PARENTAL LEAVE (Birth)

A) FREQUENTLY USED TERMS

1. The definitions in this paragraph apply in 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, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the fifteenth week before the EWC.

B) WHAT IS SHARED PARENTAL LEAVE?

1. Shared parental leave (**SPL**) gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

C) ENTITLEMENT TO SPL

1. You are entitled to SPL in relation to the birth of a child if:
 - (a) You are the child's mother and share the main responsibility for the care of the child with the child's father or with your partner.
 - (b) You are the child's father and share the main responsibility for the care of the child with the child's mother; or
 - (c) You are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).
2. The following conditions must also be fulfilled:
 - (a) 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 leave is to be taken.
 - (b) The other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
 - (c) You and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

3. The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).
4. If you are the child's mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth or four weeks for factory workers.
5. If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

D) EVIDENCE OF ENTITLEMENT

1. You must also provide on request:
 - (a) A copy of the 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
 - (a) The name and address of the other parent's employer (or a declaration that they have no employer).

E) BOOKING YOUR SPL DATES

1. Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
2. The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.
3. Leave must be taken in blocks of at least one week.
4. If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
5. If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in section G, below.
4. You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice). In exceptional circumstances we may allow you to give more than three period of leave notices but there is no obligation for us to do so.

F) PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

1. In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into

shorter periods with periods of work in between. It is best to discuss this with your line manager in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

2. If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:
 - (a) Choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
 - (b) Withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

G) CHANGING THE DATES OR CANCELLING YOUR SPL

1. You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
2. You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
3. You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
4. You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraphs 1 and 2 above which set out how much notice is required.
5. You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraphs 2 and 3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 2.
6. A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
 - (a) It is a result of your child being born earlier or later than the EWC.
 - (b) You are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 2.

(c) It is at our request; or

(d) We agree otherwise.

H) PREMATURE BIRTH

1. Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight week's notice. The following rules apply:

(a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)

(b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

J) SHARED PARENTAL PAY

1. You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if 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 tax year. ShPP is paid by employers at a rate set by the government each year.

2. You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

K) OTHER TERMS DURING SHARED PARENTAL LEAVE

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

2. Annual leave entitlement will continue to accrue 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** your line manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your line manager's discretion. Please discuss your holiday plans with your line manager in good time before starting SPL. All holiday dates are subject to approval by your line manager.

3. If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, 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 shared parental pay you are receiving, unless you inform the Accounts Department that you wish to make up any shortfall.

L) KEEPING IN TOUCH

1. We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
2. You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL without bringing your SPL to an end. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.
3. You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

M) RETURNING TO WORK

1. If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three periods of leave notices you will not be able to end your SPL early without our agreement.
2. If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three periods 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 (see our Parental Leave Policy), subject to the needs of the business.
3. You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
 - (a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
4. If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
5. If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract.

SHARED PARENTAL LEAVE (Adoption)

A) FREQUENTLY USED TERMS

1. The definitions in this paragraph apply in this policy.

Partner: Your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: The week the adoption agency notifies you that you have been matched with a child for adoption.

B) WHAT IS SHARED PARENTAL LEAVE?

1. Shared parental leave (SPL) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.
2. It gives you and your partner more flexibility in how to share the care of your child in the first year after your child is placed with you for adoption than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

C) ENTITLEMENT

1. You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.
2. The following conditions must be fulfilled:
 - (a) 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 leave is to be taken.
 - (b) Your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
 - (c) You and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).
3. Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.
4. If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL

entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

5. The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

D) OPTING IN TO SHARED PARENTAL LEAVE AND PAY

1. Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

- (a) Your name and your partner's name.
- (b) If you are taking adoption leave, your adoption leave start and end dates.
- (c) If you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP.
- (d) The total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner.
- (e) How many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation).
- (f) If you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
- (g) How many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) An indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see Sections H and I for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) Declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

E) ENDING YOUR ADOPTION LEAVE

1. If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.

2. You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
3. If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.
4. The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:
 - (a) If you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given; or
 - (b) If your partner has died.
5. Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

F) ENDING YOUR PARTNER'S ADOPTION LEAVE OR PAY

1. If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:
 - (a) Returned to work.
 - (b) Given their employer a curtailment notice to end adoption leave; or
 - (c) Given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

G) EVIDENCE OF ENTITLEMENT

1. You must provide on request:
 - (a) One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
 - (b) The name and address of your partner's employer (or a declaration that they have no employer).

H) BOOKING YOUR SPL DATES

1. Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
2. The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the

placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.

3. Leave must be taken in blocks of at least one week.
4. If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.
5. If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in section I, below.
6. You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

I) PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

1. In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your line manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
2. If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:
 - (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
 - (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

J) CHANGING THE DATES OR CANCELLING YOUR SPL

1. You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
2. You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

3. You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
4. You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, you will be required to give the requisite notice as set out in this policy.
5. You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, you will be required to give the requisite notice as set out in this policy. We do not have to grant your request but will consider it.
6. A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
 - (a) The variation is a result of the child being placed with you earlier or later than the expected placement date.
 - (b) You are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under Section I, Paragraph 2.
 - (c) The variation is at our request; or
 - (d) We agree otherwise.

K) SHARED PARENTAL PAY

1. You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) 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 tax year. ShPP is paid at a rate set by the government each year.
2. You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

L) OTHER TERMS DURING SHARED PARENTAL LEAVE

1. Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
2. Annual leave entitlement will continue to accrue 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 your line manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your line manager's discretion. Please discuss your holiday plans with your line manager in good time before starting SPL. All holiday dates are subject to approval by your line manager.

3. If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, 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 shared parental pay you are receiving, unless you inform the Accounts Department that you wish to make up any shortfall.

M) KEEPING IN TOUCH

1. We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
2. You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL without bringing your SPL to an end. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your line manager.
3. You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

N) RETURNING TO WORK

1. If you want to end a period of SPL early, you must give us eight 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.
2. If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight 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 (see our Parental Leave Policy), subject to the needs of our business.
3. You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
 - (a) if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether taken consecutively); or
 - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
4. If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
5. If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract.

PARENTAL LEAVE

A) ENTITLEMENT

1. In order to spend time with or otherwise care for a child, you have the right to take up to 18 weeks' unpaid parental leave in respect of each child for which you have parental responsibility (including adopted children) up to their 18th birthday provided you have been in our employment for a period of one year or more. To apply for parental leave you should provide at least 21 days' notice and discuss your needs with your Line Manager, who will explain fully your entitlement and obligations, and the Accounts Department will supply the appropriate application form.
2. You have responsibility for a child if you:
 - (a) Are the child's biological mother or father (whether or not you are living with the child);
 - (b) Are the child's adoptive parent; or
 - (c) Otherwise have legal parental responsibility for the child, for example, if you are the child's guardian, or a step-parent who has a parental responsibility agreement or parental responsibility order.
3. Any parental leave taken while working for another employer counts towards the 18-week entitlement. If you have taken parental leave during previous or concurrent employment, you should provide details to your line manager.

B) TAKING PARENTAL LEAVE

1. Parental leave may be taken anytime up to the child's 18th birthday but, in most cases, it can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. In the case of a child placed for adoption on or after 15 December 1999, leave must be taken within five years of the placement for adoption or the child's 18th birthday, whichever is earlier. Parents of a disabled child are entitled to take their leave any time before the child's 18th birthday.
2. For the purposes of this policy, a disabled child means a child who is entitled to a disability living allowance, armed forces independence allowance or personal independence payment.
3. If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give your line manager notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

c) EVIDENCE OF ENTITLEMENT

1. Before you take a period of parental leave under this policy, we may ask to see evidence of:
 - (a) Your responsibility or expected responsibility for the child, such as a birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
 - (b) The child's date of birth or date of adoption placement.
2. For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact your line manager.

D) OUR RIGHT TO POSTPONE PARENTAL LEAVE

1. Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time). We will discuss alternative dates with you and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave. We will not postpone parental leave if you have requested it to start immediately on the birth or adoption of a child. We will not postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

E) TERMS AND CONDITIONS DURING PARENTAL LEAVE

1. Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.
2. However, during parental leave you are entitled to benefit from any terms and conditions in relation to being given notice, redundancy compensation and disciplinary and grievance procedures. Holiday entitlement will continue to accrue.
3. During parental leave you will remain bound by your obligation of good faith towards us, any contractual terms relating to the giving of notice, and any contractual restrictions on the disclosure of confidential information, the acceptance of gifts and benefits, or participation in another business (for example, by working for a third party).

F) PENSIONS

1. If you are a member of a defined benefit (final salary) pension scheme, a period of parental leave under this policy will count towards your pensionable service.
2. If you are a member of a defined contribution (money purchase) pension scheme, we shall not make contributions during a period of unpaid parental leave.

G) RETURNING TO WORK

1. You are normally entitled to return to work following parental leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

2. However, where your period of parental leave has been longer than four weeks or has been combined with a period of additional maternity, paternity or adoption leave, it might not be possible in some cases for you to return to the same job. In such circumstances, we will offer you a suitable and appropriate alternative position on no less favourable terms.
3. We will deal with any requests by employees to change their working patterns (such as working part-time) after parental leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a business reason for refusal. It is helpful if flexible working requests are made as early as possible.

TIME OFF FOR ANTENATAL APPOINTMENTS

A) TIME OFF IF YOU ARE PREGNANT

1. If you are pregnant, you may take reasonable paid time off during working hours for antenatal appointments.
2. Please try to give us as much notice as possible of the appointment. We may ask you to provide the following, unless it is the first appointment:
 - (a) A certificate from the doctor, midwife or health visitor stating that you are pregnant; and
 - (b) An appointment card.

B) TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: ELIGIBILITY

1. You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child.
2. This means that either:
 - (a) You are the baby's father.
 - (b) You are the pregnant woman's spouse, civil partner or cohabiting partner.
 - (c) She has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or
 - (d) You are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

C) TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: HOW TO BOOK TIME OFF

1. Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:
 - (a) That you meet one of the eligibility criteria in Section B;
 - (b) That the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
 - (c) That the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

D) TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: AMOUNT OF TIME OFF

1. You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.
2. You must not take more than six and a half hours off for each appointment, including travel and waiting time.
3. Time off to attend these appointments is unpaid.
4. Further time off for antenatal appointments is in our absolute discretion.

TIME OFF FOR ADOPTION APPOINTMENTS POLICY

A) TIME OFF FOR AN ADOPTION APPOINTMENT

1. This policy applies to employees and agency workers only. It does not apply to consultants, self-employed contractors, volunteers or interns.
2. An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.
3. You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

B) IF YOU ARE ADOPTING A CHILD WITH ANOTHER PERSON

1. Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off.
2. You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.

3. You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

C) IF YOU ARE ADOPTING A CHILD ALONE

1. If you are adopting a child alone, you are treated as the primary adopter.

D) IF YOU ARE ADOPTING MORE THAN ONE CHILD

1. If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

E) AMOUNT OF TIME OFF

1. If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.
2. If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.
3. You must not take more than six and a half hours off for each appointment, including travel and waiting time.

F) HOW TO BOOK TIME OFF

1. Please give us as much notice of the appointment as possible. You must provide your line manager with a signed statement or an email confirming:
 - (a) The date and time of the appointment.
 - (b) That the appointment has been arranged or requested by the adoption agency.
 - (c) Whether you are adopting a child alone or jointly with another person.
 - (d) If you are adopting with another person, whether you are electing to take paid or unpaid time off.
2. If you are an agency worker you may have to notify your agency as well. You should check with the agency.
2. We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances we reserve the right to refuse a request for a particular appointment but we will not do so without good reason.

TIME OFF FOR DEPENDANTS

A) ENTITLEMENT

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action which is necessary to provide emergency help to your dependants (which are defined as your spouse, partner, child, parent, or anyone living in your household as a member of the family, or anyone who reasonably relies on you for help in an emergency). Should this be necessary you should discuss your situation with your Line Manager.

All employees are entitled to take a reasonable amount of time off during normal hours of work in order to deal with emergencies which affect your dependents. You have no contractual or statutory right to be paid for absences relating to family emergencies. Any payment of salary during time off is made at the absolute discretion of the Company.

The right to take time off enables you to deal with an unexpected or sudden problem and make any necessary longer-term arrangements, for example:

- If a dependant falls ill or has been involved in an accident or assaulted.
- When your dependant is having a baby.
- To make longer-term care arrangements for a dependant who is ill or injured.
- To deal with the death of a dependant, for example, making funeral arrangements.
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example, when a child minder fails to turn up.
- To deal with an incident involving your child whilst they are at school.

For these purposes, a “dependant” is your spouse, partner, child or parent or someone who lives with you as part of your family. It does not include tenants, boarders or employees living in your family home. In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on you for assistance. This may be where you are the primary carer or the only person who can help in an emergency.

In the event of a family emergency occurring while you are at work, you must immediately inform your line manager of the nature of the emergency and seek their express permission to leave work early.

In the event of a family emergency occurring outside your normal hours of work which will prevent you from reporting to work at your normal start time, you must contact the Company and speak to your line manager at the earliest possible opportunity and as close to the normal start time as possible. In any event, this must be no later than two hours after your normal start time. If you are unable to speak to your line manager personally, you should speak to a senior manager or a Director. You should give details of the nature of the emergency, the reason for your absence and how long

you expect to be absent from work. Where the emergency is ongoing, you must report to your line manager on a daily basis and always at least two hours before your normal start time. You must update your line manager on the reason for the ongoing absence and how long you expect it to continue. You must inform your line manager as soon as possible of any change in the date of your anticipated return to work.

The Company envisages that the amount of leave taken will, in most cases, be one or two days at most. The leave to which you are entitled is enough to help you cope with the immediate crisis. You must actively seek alternative longer-term care arrangements for the care of a dependant within one day of the emergency occurring. Should it not be possible to make such arrangements, you must contact your line manager and explain why further absence is required. Authorisation of such continued absence will be at the absolute discretion of your line manager. The right to time off under these rules is intended to cover unforeseen family emergencies. If you know in advance that you are going to need time off, then you should speak to your line manager about the possibility of taking such time as part of your annual leave entitlement.

The Company reserves the right to ask you to provide supporting evidence of the family emergency on your return to work. Any offence will be dealt with in accordance with the Company's disciplinary procedure and, depending on the circumstances, could amount to gross misconduct rendering you liable to summary dismissal.

In the event of a dispute between you and your line manager about whether a particular incident or occurrence falls under the terms of these rules, a Director shall be responsible for determining whether the request for time off made by you relates to a genuine family emergency. Their decision shall be final.

PARENTAL BEREAVMENT LEAVE POLICY

The Company is committed to providing support to employees who experience loss in their lives, in particular understands that the death of a child, or a stillbirth, can be one of the most harrowing experiences of someone's life. This policy explains rights to time off, pay during time off and other support offered.

A. ELIGIBILITY

Parental bereavement leave is available from day one of employment. It is available to employees on the death of a child under the age of 18. You may take parental bereavement leave if you fall into any one of the following categories:

- A 'natural' parent
- An adoptive parent, and those with whom a child has been placed under the 'foster to adopt' scheme, provided the placement is ongoing.
- A 'natural' parent where the child has been adopted but a Court Order exists to allow the 'natural' parent to have contact with the child.
- An employee who is living with a child who has entered Great Britain from overseas in relation to whom has received official notification that they are eligible to adopt.

- An intended parent under a surrogacy arrangement where it was expected that a parental order would be made.
- A 'parent in fact' which is someone in whose home the child has been living for a period of at least four weeks before the death and has had day to day responsibility for the child, subject to exceptions. This category includes guardians and foster parents but does not include paid carers.
- The partner of anyone who falls into the above categories, where they live in an enduring family relationship with the child and their parent.

In addition, parents who suffer a stillbirth after 24 weeks of pregnancy are entitled to take parental bereavement leave.

B. LENGTH OF LEAVE AND HOW IT MAY BE TAKEN

A total of two weeks may be taken as parental bereavement leave and you may choose to take leave as:

- A single block of one week.
- A single block of two weeks.
- Two separate blocks of one week.

Leave may start on any day of the week and must be taken in whole weeks. It may be taken at any time in the 56-week period following the death.

If you have suffered a stillbirth after 24 weeks of pregnancy, you are still entitled to take your full entitlement to maternity and paternity leave, provided you were eligible to take maternity or paternity leave in the first place, in addition to parental bereavement leave. Parental bereavement leave cannot be taken at the same time as maternity or paternity leave.

Where more than one child dies or is stillborn, you are entitled to two weeks of parental bereavement leave in relation to each child.

C. NOTIFICATION REQUIREMENTS

Leave to be taken within the first 56 days of the death.

You do not need to give any advance notice of taking parental bereavement leave. The Company asks that you contact Line Manager by the time you were due to start work on the day you wish leave to begin, or if this is not possible, as soon as is reasonably practicable, giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

Leave to be taken later than the first 56 days since the death

You need to give one week's advance notice of taking parental bereavement leave to Line Manager giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

D. CANCELLING OR CHANGING LEAVE DATES

You can cancel a period of leave that you have already told us about, as long as the period of leave has not already started. If you wish to cancel a period of leave which was to begin within the first 56 days of the death, you can cancel it by letting us know by your normal start time on the day that leave was originally due to start.

To cancel leave which was to begin later than 56 days after the death, you should let us know no later than one week prior to the intended start date.

You can also change the start date of leave by following the notice requirements above.

E. PAYMENT DURING LEAVE

You will qualify for statutory parental bereavement pay during leave if you meet the following criteria:

- You have been continuously employed with us for at least 26 weeks by the week prior to the week in which the child dies.
- Your normal average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes.
- You are still employed by us on the date the child dies.

Payment will be made at the rate set by the Government each year or 90 per cent of your average weekly earnings (whichever is lower).

In order to receive statutory parental bereavement pay, you must provide us with notice of this and the following information within 28 days, or as soon as is reasonably practicable, of the first day of parental bereavement leave:

- The child's name.
- The date of the death or stillbirth.
- A declaration that you fall into the one of the categories listed under 'Eligibility' above.

F. TERMS AND CONDITIONS DURING LEAVE

During parental bereavement leave, you remain entitled to receive your normal contractual terms and conditions of employment that you would have received had you not taken this leave, with the exception of remuneration. This will include contractual benefits, subject to the terms of these benefits.

G. RIGHT TO RETURN

Upon your return to work, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence unless:

- The period of leave you have taken is more than 26 weeks when added to any other period of statutory leave including maternity, paternity, adoption leave etc in relation to the same child and
- It is not reasonably practicable for you to return to the same job.

On your first day back to work, Line Manager will set time aside to hold an informal meeting with you to discuss any arrangements regarding your return to work and any additional support we may be able to offer you.

H. FLEXIBLE WORKING

We appreciate that a temporary period of flexible working may be beneficial to employees after they have suffered a loss. If you would like to discuss this further, please contact your line manager.

CARERS LEAVE POLICY

Employees with caring responsibilities have a statutory right to take unpaid statutory carer's leave from day one of their employment. This policy sets out the Company's stance on employees taking time off for this purpose whilst ensuring the Company's operations are not unduly affected. The term "dependant" for these purposes is prescribed in law and replicated in this policy. Employees will not be subject to detriment for taking carer's leave.

A. ENTITLEMENT

You are entitled to take one working week of carer's leave per rolling 12-month period to provide or arrange care for a dependant with a long-term care need. You can request to take your entitlement in a continuous block or separate occurrences, but each occurrence must be at least one-half of your working day.

Time off for carer's leave is unpaid.

A dependant is defined as a:

- Spouse or civil partner.
- Child.
- Parent.
- Person who lives in the same household but is not a tenant, lodger, boarder or employee.
- Person who reasonably relies on you to provide or arrange care.

A dependant has a long-term care need if:

- They have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months.
- They have a disability for the purposes of the Equality Act 2010
- They require care for a reason connected with old age.

You are not required to provide evidence of your eligibility in relation to a request for carer's leave.

Employees who request or take time off under this policy for reasons other than those for which the statutory right to carer's leave is intended, this may be subject to investigation and subsequent disciplinary proceedings.

B. REQUESTS FOR CARER'S LEAVE

A request for carer's leave must be made in writing and must specify:

- That you are entitled to take carer's leave in terms of the person to be cared for
- That you will take leave in order to provide or arrange care for that person.
- That you have not exceeded your entitlement.
- The days on which you want to take leave and if the leave relates to part of a day, specify this fact.

The length of notice to be given is double the amount of time that you want to take off as carer's leave in that instance or three days, whichever is longer.

POSTPONING CARERS LEAVE

The Company may decide to postpone your request for carer's leave for up to one month, if we reasonably consider that the operation of our business would be unduly disrupted if you took carer's leave at the time you have asked for. We will try to avoid postponement wherever possible.

The Company will consult with you before determining a new date for you to take the carer's leave requested. The new period of carer's leave will be for the same length of time as the original request.

The Company will confirm to you in writing the reason for the postponement and the new agreed date of leave, no later than whichever is earlier out of: seven days after you gave the request to the Company and the earliest day or part-day of the leave originally requested.

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

- A) Your holiday year begins on 1st January and ends on 31st December each year. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.
- B) Your annual holiday entitlement is shown in your individual statement of main terms of employment.
- C) This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.

B) CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT

- 1. Except as set out in this policy, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.
- 2. Unused holiday can only be carried over to another holiday year:
 - (a) In cases involving sickness absence.
 - (b) In cases of maternity, paternity, adoption, parental or shared parental leave.
 - (c) If otherwise required by law.
- 3. You should complete a holiday request form for all holiday requests and have it signed by the appropriate manager (Department Manager, Operations Director or Managing Director) before making any firm holiday arrangements. This should be completed as soon as possible and at least four weeks' notice of holiday requests should be given, so as to allow planning of rotas or work schedules where necessary.
- 4. Holiday requests will only be considered if you present them on a holiday request form and we will allocate agreed holiday dates on a "first come – first served" basis to ensure that operational efficiency and minimum staffing levels are maintained throughout the year. Your Line Manager will determine the company's requirements and confirm your holiday dates with the Accounts Department. We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period.

C) SICKNESS DURING PERIODS OF HOLIDAY

- 1. If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday, subject to the following conditions:
 - The total period of sickness must be fully certificated by a qualified medical practitioner.
 - You must contact your line manager (by telephone if possible) as soon as you know that there will be a period of sickness during your holiday.

- You must submit to your line manager a written request no later than five days after returning to work setting out how much of your holiday was affected by sickness and the amount of leave that you wish to take at another time.
2. Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave, subject to the following conditions:
 - The total period of sickness must be fully certificated by a qualified medical practitioner.
 - You must contact your line manager (by telephone if possible) as soon as you know that there will be a period of sickness during your holiday.
 - You must submit to your line manager a written request no later than five days after returning to work setting out how much of your holiday was affected by sickness and the amount of leave that you wish to take at another time.
 3. Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

D) LONG-TERM SICKNESS ABSENCE AND HOLIDAY ENTITLEMENT

1. Holiday entitlement continues to accrue during periods of sick leave.
2. If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.
3. Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.
4. Alternatively, you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

E) FAMILY LEAVE AND HOLIDAY ENTITLEMENT

1. Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).
3. If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your line manager in good time before starting your family leave. Any holiday entitlement for the year that is not taken before starting your family leave can be carried over to the next holiday year.
3. For the avoidance of doubt this covers your full holiday entitlement.
4. Any holiday carried over should be taken immediately before returning to work or within three months of returning to work after the family leave.

F) ARRANGEMENTS ON TERMINATION

1. On termination of employment you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required by law. You are entitled to be paid at a rate of 1/260th of your full-time equivalent basic salary for each day of untaken entitlement.



HOLIDAY REQUEST FORM

Employee: _____

Department

Holiday Year: _____

BOOKABLE ENTITLEMENT IN CURRENT YEAR: DAYS
 ENTITLEMENT IN CURRENT YEAR: DAYS
 (USE FOR EMPLOYEES AS AT 1ST JANUARY)
 DURING YEAR)

BOOKABLE
 (USE FOR NEW STARTERS)

FINISH	RETURN	NO DAYS BOOKED	EMPLOYEE SIGNATURE	APPROVED SIGNATORY	PAID DAYS TAKEN	UNPAID DAYS TAKEN	BOOKABLE BALANCE
_____ PM / /	_____ AM / /						
_____ PM / /	_____ AM / /						
_____ PM / /	_____ AM / /						
_____ PM / /	_____ AM / /						
_____ PM / /	_____ AM / /						
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_____ PM / /	_____ AM / /						

COMMENTS (FOR OFFICE USE ONLY)

SICKNESS ABSENCE MANAGEMENT POLICY

A. GENERAL

As part of its duty of care to staff, the Company has put in place procedures to manage sickness absence. Employees are expected to maintain a satisfactory record of attendance. However, the Company aims to balance the sensitive nature of individual sickness and ill health against its needs to achieve its objectives. As a caring employer, the Company aims to assist employees to retain or regain good health.

It is essential that the following procedures be carried out with tact and sensitivity and a realisation that the management of attendance is the joint responsibility of the Line Manager and the individual member of staff.

Should an employee fail to comply with the procedures set out in this Policy or otherwise abuse the procedures, absence may be considered to be unauthorised, payments may be withheld and they may be subject to disciplinary action in accordance with the Company's Disciplinary Procedure, which in appropriate cases could lead to dismissal. In particular, if there is no underlying medical condition and the reasons for absence appear not to be genuine, the matter may be dealt with through the Disciplinary Procedure. The Policy and procedures contained herein apply to all the Company employees. This Policy does not form part of your terms and conditions of employment. The Company has the right to amend the Policy at any time, subject to giving employees one month's notice of any proposed changes coming into effect.

B. NOTIFICATION OF INCAPACITY FOR WORK

1. You must notify us by telephone at the earliest possible opportunity and no later than 10:00 a.m. on the first day of incapacity. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to your Line Manager. Notification by leaving a message or sending a text or email is not acceptable and will be regarded as a breach of this policy.
2. Any accident, however slight, which occurs in the course of work, whether on the Company premises or while travelling on the Company business, must be reported without delay to the employee's Line Manager or a Director so that, if legally required, a report may be forwarded to the Health and Safety Executive.
3. Your line manager may contact you during your absence for an update or to arrange a welfare meeting.

C. EVIDENCE OF INCAPACITY

1. Doctors do not usually issue a Statement of Fitness for Work (formerly known as medical certificate) for short-term incapacity. In these cases of incapacity (for any period up to seven calendar days) you must sign a self-certification absence form on your return to work.

2. If your sickness has been (or you know that it will be) for longer than seven days, (whether or not they are working days) you should see your doctor and make sure they give you a Statement of Fitness for Work and forward this to us without delay. Subsequently you must supply us with consecutive Statements of Fitness for Work, to cover the whole of your absence.
3. The Company reserves the right to require an employee to provide (at the Company's expense) a doctor's Statement of Fitness for Work as evidence of incapacity in respect of absences at any time.

D. PAYMENTS

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us, if you are eligible. This is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days will be notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 8 weeks of a previous period of incapacity, waiting days are not served again.
3. Any contractual sickness/injury payments are shown in your individual statement of main terms of employment.
4. Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.
5. If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.
6. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party.

E. RETURN TO WORK

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

3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager.
4. On an employee's return to work from sickness absence, their Line Manager may hold a return to work discussion with the employee to discuss the reasons for absence with the employee, regardless of its length. This is intended to give the individual an opportunity to discuss any problems which may be a factor in the absence as well as their fitness to return to work and resume their duties and for the Line Manager to discuss any action points and brief the member of staff on what has happened while they have been away. The details of the return to work discussion will be recorded by the Line Manager on the appropriate form and filed in the employee's personal file together with the self-certification form if appropriate.
5. If an employee returns to work with a Statement of Fitness to Work which indicates that the employee 'may be fit for work' taking account of advice from the doctor, such as a phased return to work or amended duties, the Company shall consider the proposals made by the medical professional and accommodate the employee as far as is possible in each set of circumstances.

F. HOLIDAY DURING PERIODS OF SICKNESS

During periods of sickness absence, an employee's statutory holiday entitlement (up to a maximum of 5.6 weeks) accrues. If an employee is on sick leave (in particular on long term sick leave), wants to take holiday during his sick leave (provided the employee has any holiday entitlement remaining), they are required to notify the Company of when they want to take holiday. They will then not be regarded as being on sick leave.

G. MEDICAL ASSESSMENT

The Company reserves the right to require an employee to undergo examination by a medical adviser of its choice and at its own expense to ascertain if an employee is either fit to remain in their present capacity or fit to work after a period of absence. Any such examination shall be at the Company's expense and the employee agrees to undergo any tests and examinations as the Company's nominated medical practitioner deems necessary to evaluate their fitness for continued employment. A copy of any medical report obtained on an employee will be given to that employee. Employees agree that any results or reports may be disclosed or discussed with the Company. Any report obtained by the Company will be treated in the strictest confidence.

Should an individual refuse to consent to attend a medical examination, decisions relating to the employee will be made based on the facts as they are presented. In some circumstances a report from a GP or specialist may be requested by the Company. Refusal to undergo a medical examination will be considered to be a refusal to comply with a reasonable instruction and may result in disciplinary action being taken against the employee.

H. MANAGEMENT OF SICKNESS ABSENCE

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

When applying the procedures in this Policy, managers will exercise managerial discretion, taking the following matters into account:

- The reason for the employee's absence
- Whether they consider in all the circumstances the reason for the absence to be genuine
- The outcome of any return to work meetings with the employee
- Any medical evidence obtained by the Company, where appropriate
- The employee's sick record
- Whether the employee has complied with procedures set out in this Policy

There may be circumstances where managers may decide not to apply or to adjust the procedures set out in this Section, or to invoke the Disciplinary Procedure in respect of the employee's conduct.

The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. As a general rule, 5 days' sickness absence in a rolling 12-month period will trigger a meeting with your Line Manager to discuss your attendance levels.

The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will usually give you a week's notice of the meeting.

Meetings will be conducted by your Line Manager.

If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

I. TERMINATING EMPLOYMENT ON THE GROUNDS OF CAPABILITY

If no improvement in cases of either short term or long term sickness absence is demonstrated further to written warnings and all other opportunities have been exhausted, termination of employment, on the grounds of capability, may be considered. Where the nature of an employee's illness means that suitable adjustments cannot be made to the existing job and redeployment has proved impossible within a reasonable time span, the remaining option is likely to be termination of employment on the grounds of capability.

A Director will invite the individual to a meeting to discuss the absence/s. The invitation letter should include details of the absence/s and the employee should be notified that they have the right to be accompanied by a Trade Union Representative or work colleague. The letter will also note that as a consequence of the discussion the contract of employment may be terminated on the grounds of capability. This meeting will review attendance records, seek to explore whether all reasonable adjustments and opportunities have been explored and will review any medical advice from the employee's GP or Consultant or an Occupational Health specialist regarding the individual's capability to perform their duties. It also presents an opportunity for the employee to raise any additional matters for the Company to consider, from their perspective.

If a decision to terminate on the grounds of capability is taken, this will be confirmed in writing to the individual, stating the reason for dismissal, effective date of the dismissal and noting the right of appeal.

An employee has the right of appeal against a written warning, final written warning or dismissal in accordance with the Capability Procedure.

J. APPEALS

If you are not satisfied with the outcome of any stage of this procedure you may appeal in writing, stating the full grounds of appeal, to the Finance Director within five working days of the date on which the decision was sent to you.

Unless it is not practicable, you will be given written notice of an appeal meeting within five working days of the meeting. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

Where practicable, the appeal meeting will be conducted by a manager who has not been previously involved in the case and is senior to the to the individual who conducted the previous meeting. A note taker will also usually be present. You have the right to bring a colleague or trade union representative to the meeting.

Depending on the circumstances, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.

The final decision will be confirmed in writing, if possible, within five working days of the appeal meeting. There will be no further right of appeal.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

SICKNESS ABSENCE SELF-CERTIFICATION FORM

This form must be used for any period of sickness absence up to and including seven calendar days (including weekends and Bank Holidays). From the eighth day of absence onwards (including Bank Holidays) you must send in a Statement of Fitness for Work (formerly known as a medical certificate).

Name:..... Department:.....
 Job Title:.....

A.
 First date of illness (including weekend)
 First date of absence from work:.....Date of return to work:.....

<p>B. Reason for absence: Please describe your symptoms.</p>	<p>C. Did you seek medical advice? Yes / No If yes, was it from: Clinician Yes / No GP Yes / No Consultant Yes / No If yes, what advice was given? Did you receive medication? (i) Prescribed Yes / No (ii) Self-prescribed Yes / No If yes, are there any side effects that the company should be made aware of?</p>
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I give my consent to the Company holding the personal data on this form for the purposes of calculating sick pay entitlement and for sickness absence management and monitoring.

I understand that if I provide inaccurate or false information about my absence it will be treated as gross misconduct and could result in my summary dismissal.

Signature:..... Date:.....

Absence date agreed by:..... Position:.....
 (Employees Manager)

 Signature:..... Date:.....

SAFEGUARDS

A) RIGHTS OF SEARCH

1. We have the contractual right to carry out searches of Employees and their property, (including vehicles) whilst they are on our premises or business. These searches are random and do not imply suspicion in relation to any individual concerned.
2. If this should happen, if practicable, you will be accompanied by a third party who is on the premises at the time a search is taking place, or at the time that any further questioning takes place.
3. You may be asked to remove the contents of your pockets, bags, vehicles, etc.
4. Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will constitute a breach of contract, which could result in your dismissal.
5. We reserve the right to call in the Police at any stage.

B) COPYRIGHT

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

C) VIRUS PROTECTION PROCEDURES

1. In order to prevent the introduction of virus contamination into the software system, the following must be observed: -
 - 1.1 Unauthorised software including public domain software, magazine cover disks/ CDs or Internet/ World Wide Web downloads must not be used.
 - 1.2 All software must be virus checked using standard testing procedures before being used.
2. You are required to comply with the Company's Email, Internet and Communications Policy in this Handbook.

D) STATEMENTS TO THE MEDIA

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

STANDARDS

A) WASTAGE

1. We maintain a policy of “minimum waste” which is essential to the cost-effective and efficient running of all our operations.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc., and the following points are illustrations of this: -
 - 1.1 Handle machines, equipment and stock with care.
 - 1.2 Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.
 - 1.3 Ask for other work if your job has come to a standstill.
 - 1.4 Start with the minimum of delay after arriving for work and after breaks.

The following provision is an express written term of your contract of employment: -

- 1.5 Any damage to stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism, will render you liable to pay the full or part of the cost of repair or replacement.
- 1.6 Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour, or your unsatisfactory standards of work, will render you liable to reimburse to us the full or part of the cost of the loss.
- 3 In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

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

Footwear must be safe, smart and have regard to health and safety considerations. Employees should not wear flip flops, crocs or similar footwear or stilettos at any time (including on dress-down Fridays) for safety reasons. **Employees working in the factory must wear the protective footwear required within the allowance provided.**

Any jewellery should not be excessive or pose a health and safety risk.

Hair should be neat and tidy, this is to ensure that there is no health and safety risk to our employees.

Headscarves or other headwear worn for religious purposes are permitted unless they pose a health and safety hazard. We will always do our best to apply and interpret these rules in the appropriate way.

You should not display tattoos that could cause offence, if you are client/customer facing, or in specific roles, you may be asked to cover up tattoos.

Employees should also maintain good standards of personal hygiene.

C) HOUSEKEEPING

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

SAFETY, WELFARE AND HYGIENE

A) SAFETY

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action, which could threaten the health or safety of yourself, other employees, customers, or members of the public.
3. You should ensure that you are aware of our fire and evacuation procedures and of the action you should take in the event of such an emergency.
4. Protective clothing and other equipment, which may be issued for your protection because of the nature of your job, must be worn at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear is your responsibility.
5. There are three qualified first aiders available. Their names and locations are posted on the notice boards. Any injury, however minor, must be reported to a first aider.
6. You should report any health and safety concerns immediately to your line manager and/or the Works Health and Safety Committee. There is a separate reporting procedure for all accidents, which is available to you via your line manager.
7. You must co-operate with managers on health and safety matters, including the investigation of any incident.

B) VENDING MACHINE/REFRESHMENT MAKING FACILITIES

We provide a vending machine and refreshment facilities for your use, which must be kept clean and tidy at all times.

C) BREAK ROOM

We provide a break room for your use, this must be kept clean and tidy at all times. It should only be used during authorised breaks.

D) HYGIENE

1. Any exposed cut or burn must be covered with a first-aid dressing.
2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. Contact with any person suffering from an infections or contagious disease must be reported before commencing work.
4. We provide barrier cream, soap and moisturising cream at the wash stations. You are advised to wash your hands regularly and use these facilities.

STRESS MANAGEMENT POLICY

INTRODUCTION

The health, safety and welfare of our employees is important to our Company, we are committed to ensuring this is met. We are committed to identifying and reducing the causes of workplace stress, as we acknowledge that this is an important health and safety issue.

This policy is applicable to all employees. It is the manager's responsibility to implement the policy, and it is the Company's responsibility to provide the necessary resources.

DEFINITION OF STRESS

Stress is defined by the Health and Safety Executive as "the adverse reaction people have to excessive pressure or other types of demand placed on them". There is a distinct difference between stress and pressure, as if managed correctly pressure can have a positive effect on an employee, whereas stress can be seen as detrimental to their well-being.

The effects of long-term stress can be seen in physical, intellectual, emotional and behavioural signs. These can include headaches, nausea, tiredness, palpitations, worrying, making mistakes, anger, irritability and job dissatisfaction.

The Company will aim to identify all workplace stressors and risk assessments can be conducted to identify the risks and eradicate them; When making proposals to prevent workplace stress the Safety Committee will be consulted with. Training can be provided for all managers and supervisors in dealing with workplace stress, implementing the Company's stress management strategy and identifying any warning signs. Furthermore, the confidential counselling for staff affected by workplace, or external, stress will be provided by the Company.

RESPONSIBILITIES

MANAGERS

The responsibilities of managers are to:

- Implement recommendations developed from the risks assessments within their department.
- Ensure clear communication between management and staff, specifically on company changes that may affect them personally.
- Identify development opportunities for all staff.
- Monitor staff working hours to ensure they are not being overworked.
- Manage holidays to ensure staff are taking their full entitlement.
- Ensure that there is a zero tolerance on bullying and harassment.
- Offer additional support to members of staff who are experiencing stress outside work such as bereavement or separation.
- Provide stress management and risk assessment training for all managers and supervisors.
- Consult with workplace counsellors or specialist agencies when dealing with specific cases.
- Continually review the effectiveness of the Company's policy of reducing stress.

- Provide support to staff and management.
- Encourage referrals to occupational workplace counsellors if appropriate.

EMPLOYEES

The responsibilities of employees are to:

- Raise any issues relating to workplace stress to the Safety Committee or their line manager.
- Undertake counselling that is offered, when applicable.

FUNCTION OF THE SAFETY COMMITTEE

The function of the Safety Committee who has a responsibility for safety is to:

- Be consulted on any potential levers for stress such as changes to work practices or design.
- Be involved in the risk assessment and the workplace survey process.
- Monitor the policy to ensure it is combatting the effects of stress and promoting employee wellbeing.
- To raise any potential safety issue to their line manager or any director.

GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

A) GENERAL CONDUCT

The following general standards are required by all workers and employees:

- Employees should behave in a respectful, professional, and polite manner and ensure their behaviour does not breach the Equality Act 2010.
- Employees should comply with all reasonable management instructions.
- Employees should cooperate fully with colleagues and management.
- Employees should uphold and further the Company's positive public image at all times.
- Satisfactory standard of performance should be maintained at all times.
- The company's policies and procedures should be adhered to at all times.

CONDUCT OUTSIDE WORK

As a general rule, what employees do after working hours and away from the premises is a personal matter. However, the Company will become involved in the following circumstances.

- At office parties, drinks events and other work-related social occasions.
- At third-party (that is, clients and customers) occasions where the employee has been invited in their capacity as an employee and representative of the Company.
- At work-related conferences and training courses.
- Where the employee is away on business on behalf of the Company.

The Company's rules and procedures will continue to apply at all these events. An employee should not bring the Company's name into disrepute. Improper behaviour will lead to investigation and possible disciplinary action, including dismissal and in cases of gross misconduct, a summary dismissal.

B) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment, you must notify us immediately as so that we can consider whether to provide our consent and, if so, to discuss any implications arising from the current working time legislation.

C) TIME OFF

Circumstances may arise where you need time off for medical/ dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Line Manager. If you take time off without permission, this may lead to disciplinary action being taken.

D) COMPASSIONATE LEAVE

The purpose of this policy is to set out the circumstances in which we will grant compassionate leave to help you cope with the death of a close relative, deal with

necessary arrangements and attend their funeral or where a close relative is seriously or critically ill.

You are entitled to take paid compassionate leave of up to 5 days in any 12-month period in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

We may exercise our discretion to grant a period of paid compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.

If you are still unable to return to work following an authorised period of compassionate leave you should contact your line manager. It may be appropriate to take a period of annual leave, subject to your line manager's approval, or we may at our discretion grant you further unpaid leave in those circumstances.

We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your line manager. You should inform them the reasons for your request and the number of days leave you would like to take.

Where it is not possible to request leave in advance you should contact your line manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

E) COMMUNICATIONS

We will try to keep you informed about items of interest in particular relating to all matters of health & safety. The health and safety Works Committee meets monthly and consists of employees from various departments. The company encourages employees to raise any matter that could affect the health and safety of our employees to the safety committee or any Director.

F) EMPLOYEES PROPERTY

We do not accept liability for any loss of, or damage to any property, which you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

G) LOST PROPERTY

Articles of lost property should be handed into your Line Manager who will ask the Accounts department to retain them whilst attempts are made to discover the owner.

H) PARKING

To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

I) TELEPHONE CALLS / MOBILE PHONES

Although we recognise that for many individuals a mobile phone is indispensable, we need to create a distraction free environment. Mobile phones may be used for private purposes during working hours in the case of an emergency. For the avoidance of doubt, this includes the use of a mobile phone to make and receive calls as well as other interactions such as the use of the internet and apps.

CAMERA, VIDEO AND RECORDING APPS

You must not under any circumstances use your mobile phone (or any smart or fitness watch) to take photos or videos while you are at the workplace, or record any other confidential information or documentation.

J) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises, without prior written permission from a Director.

K) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by a Director, no collections of any kind are allowed on our premises.

L) PERSONAL RELATIONSHIPS AT WORK

We recognise that individuals who work together may form close personal relationships. Personal relationships at work are a normal part of life and you are entitled to a private life. At the same time, we are committed to promoting a working environment based on dignity, trust, and respect.

It is important for us to ensure that staff behave in an appropriate, professional, and responsible manner at work and that any personal relationship does not compromise this.

If you are involved in a close personal relationship with a colleague, contractor, client, customer, or supplier, you must not allow that relationship to influence your conduct while at work.

You must ensure that any personal relationship at work does not have an adverse effect on your work, give rise to a conflict of interest, or provide any other workplace advantage.

If you enter into a personal relationship with a colleague, you must declare your relationship to the Operations Director.

Any information that you disclose will be treated sensitively and in confidence.

M) POLITICAL ACTIVITIES

Although we have no political bias, we are not prepared to allow any political activities on our premises.

N) SMOKING POLICY

Smoking is not allowed anywhere on our premises except designated areas and only during authorised breaks.

O) DRIVING LICENCE

If it is a requirement of your job that you possess a current driving licence, the loss of such a licence as a result of a motoring conviction may, if we are unable to provide suitable alternative employment, lead to the termination of your employment with us.

P) RADIOS / PERSONAL DEVICES

The use of radios or other personal music devices or headphones will not be allowed in the factory.

Q) CONVICTIONS AND OFFENCES

For the avoidance of doubt, an employee must inform their Line Manager in writing if they are under investigation for a criminal act (including road traffic offences) or have been arrested in connection with a criminal action. They must also inform the Operations Director in writing if they have been found guilty and convicted of any offence or received a police caution. Failure to disclose this information may be treated as a disciplinary offence.

Furthermore, if an employee commits a criminal offence outside employment, the Company will investigate the matter to ascertain whether there is any connection between the offence and the individual's employment. If there is an adverse finding in this respect, this could result in the employee's dismissal under the disciplinary procedure.

R) REFERENCES

It is the Company policy that all requests for references in respect of an individual's employment with the Company are dealt with by the Accounts Department who will respond on behalf of the Company.

All confidential employment references will be provided in writing. No verbal references are to be given.

Company references will include the following information regarding the employee/ex-employee:

- Start date and duration of employment.
- Job title(s)

Those responsible for writing references must satisfy themselves that the employee involved has given their consent to the provision of the reference.

Employees are permitted to provide personal references on request for colleagues of ex-colleagues. All such references must include a statement to the effect that the reference provided is a character reference and does not represent the views of the Company. Character references must be provided on blank stationery, or the employee's own stationery, or personal email addresses.

CAPABILITY PROCEDURE

A) CAPABILITY

The Company accepts that there may be situations where an Employee cannot achieve the standards required from them in their job. Every effort will be made to understand the causes for this and find remedies, which will enable them to achieve the required standards.

A fair procedure will be followed to ensure they are given feedback on their performance and an opportunity to improve. At each stage of the formal procedure, the Employee may be accompanied by a work colleague or Trade Union representative.

A supportive and positive approach will be adopted throughout this procedure and, as far as is reasonably practicable, every attempt will be made by the Employee's Supervisor/Manager to provide appropriate training, knowledge and supervision to achieve the accepted standards of performance.

This procedure applies where either the skills or abilities of an Employee are not sufficient to fulfil their job to the required standard.

In cases where it is considered that an Employee's performance, conduct or behaviour is unacceptable and falls outside the scope of this procedure it may be appropriate to consider the Disciplinary Procedure as an alternative. If this is the case, this will be made clear to the Employee concerned.

Depending on the nature, cause and seriousness of the situation this procedure can be commenced at any stage. The timescale allowed for improvement may vary and will be determined taking into account the reason for the incapability, and the impact of this on business operations.

This Procedure is not contractual and the Company reserves the right not to follow this procedure in full when performance is unacceptable during the first two years of employment.

B) PROCEDURE

Informal Discussion – Stage 1

Where there are minor issues, such as small but repeated errors in work, an informal discussion about the causes and what can be done to provide support will often result in an improvement. The discussion should normally bring to the Employee's attention the aspects of the job in which the Employee is not performing satisfactorily and it is hoped that in the majority of cases this will be sufficient action. Appropriate arrangements will be put in place to train, support and assist the Employee and to supervise and monitor the Employee's performance.

Notes of the informal meeting and any agreed actions will be kept on the employee's record.

Formal Procedure – Stage 2

Where there are major issues, or there is no improvement following informal discussions, a formal meeting will be held. The Employee will be advised in advance of the date, time and reason for the meeting, including any evidence or examples of unsatisfactory performance that will be discussed.

At the meeting to discuss performance, the areas of concern will be clearly stated, with examples, and the Employee given the opportunity to express their point of view. If no satisfactory explanation is given by the Employee, the following action will be taken:

1. A formal written warning will be issued; and
2. A performance improvement plan will be drawn up and agreed, with a timescale for improvement and a date set for review. The Employee's performance will be closely monitored during the review period.

The meeting will be documented and a formal record placed on file.

Formal Procedure – Stage 3

At the end of the review period, a further formal meeting will be held to confirm either that improvement has been achieved and sustained, or that there is insufficient progress. If progress has been made and the required standard has been achieved, the matter is then closed.

If there is insufficient improvement, a further discussion will take place to agree a further performance improvement plan and the Employee will be given a further period to improve. The previous warning may be reiterated or a final warning issued. The final warning should inform the Employee that their continued employment may be at risk if satisfactory performance is not achieved or sustained. The meeting will be documented and a record placed on file.

Formal Procedure – Stage 4

At the end of the further review period, performance will be reviewed again. A formal meeting will be held.

If progress has been made to the required standard the matter is then closed. It will be expected that the improvement in performance will be sustained. Any deterioration in the standard of performance may reactivate this procedure at the stage where it was closed, or at a more advanced stage of the procedure.

In circumstances where the capability procedure has been exhausted and the Employee has failed to achieve the desired standards of performance it may be appropriate to consider alternatives to dismissal which could involve demotion by agreement, transfer to another department or location on a temporary or permanent basis, with any consequent reduction in pay, status or benefits. If, however, this is not appropriate, the Employee may be dismissed.

If the Company is considering dismissal or the above alternatives to dismissal, the Employee will be given a written statement prior to the formal meeting, setting out the reasons for the proposed course of action. The issues will be fully discussed at the meeting and the Employee will be informed in writing of the outcome.

Right of Appeal

The Employee may appeal against any action taken under this procedure (save informal discussion) and such an appeal should be submitted (clearly stating the grounds of appeal) in writing within 5 days to the Directors. One of the Directors will hold an appeal hearing. The Employee may be accompanied at the appeal by a work colleague or Trade Union representative.

The decision reached at an appeal will be notified to the Employee in writing and will be final.

DISCIPLINARY AND DISMISSAL POLICY

INTRODUCTION

This policy is divided up into:

- A. **Disciplinary and dismissal procedure** - Sets out the procedure which will be followed where there are allegations of misconduct;
- B. **Potential sanctions** - This details the sanctions which may apply in the event that misconduct is found to have occurred, or the capability issues continue including dismissal with notice, or in cases of gross misconduct, without notice and to certain other disciplinary actions short of dismissal based on an Employee's conduct or capability such as disciplinary demotions, suspension without pay or reallocation of duties.
- C. Details of some examples of what the company regards as **gross misconduct**.
- D. Information on the **right to be accompanied** at disciplinary or capability meetings.

It is recognised by the Company that a proper disciplinary procedure is necessary for the efficient operation of the business and for the health and safety at work of all Employees. This procedure is designed to help all Employees to achieve and maintain high standards of conduct, attendance and job performance. The aim is to ensure consistent and fair treatment for all Employees.

If you have any doubt about the procedure or if you have any questions, you should contact a Director. If you wish to make a complaint about the way in which the procedure is being conducted please see the grievance procedure for how you should raise a grievance about it. For more information on disciplinary action, read the ACAS Code of Practice on Disciplinary and Grievance Procedures, and accompanying guidance, at www.acas.org.uk.

This policy covers the procedure that will apply in the event of allegations of misconduct or performance issues arising. It does not relate to dismissals for any other reason, such as redundancy or retirement.

None of the provisions in this policy are contractual but it conforms to the requirements set out in the ACAS Code of Practice on Disciplinary and Grievance Procedures.

SECTION I: DISCIPLINARY AND DISMISSAL PROCEDURE

A) PURPOSE AND SCOPE

1. This procedure is designed to help and encourage all Employees to achieve and maintain standards of conduct, attendance. The aim is to ensure consistent and fair treatment for all.
2. This procedure is not contractual.

B) PRINCIPLES

1. The procedure sets out the responsibilities that both the Company and the Employee have 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.
2. Any issues should be raised and dealt with promptly unless there are special circumstances justifying a longer timescale. This includes not unreasonably delaying meetings or decisions.
3. The Company and Employee should act consistently.
4. Informal action will be considered, where appropriate, to resolve problems.
5. No disciplinary action will be taken against an Employee until the case has been fully investigated. The person investigating and the person holding any disciplinary meeting will normally be different. Information about disciplinary investigations and procedures will be kept confidential as far as possible.
6. At every stage in the procedure, except where the matter is being dealt with informally, an Employee will be advised of the nature of the complaint against them and will be provided with any relevant evidence and be given a reasonable opportunity to consider the complaint and put their case in response before any decision is made.
7. At all stages of the formal procedure the Employee will have the right to be accompanied by a trade union representative or work colleague. Further details about the right to be accompanied are set out below.
8. After the disciplinary meeting, the Employee will be informed in writing of the disciplinary decision and of any disciplinary sanction imposed.
9. No Employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.
10. An Employee will have the right to appeal against any discipline imposed. Details of how to appeal and the appeal procedure are set out below.
11. The procedure may be implemented at any stage (e.g. progressing straight to a final written warning) if the Employee's alleged misconduct warrants such action).

C) CONDUCT LEADING TO DISCIPLINARY ACTION

An Employee who is in breach of a disciplinary rule will render themselves liable to disciplinary action under the disciplinary procedure. The following list is not to be regarded as exhaustive. Acts of misconduct not falling within one or more of the rules may also give rise to disciplinary action. Subject to this, the following conduct can lead to disciplinary action: -

- Failure to comply with a reasonable request, instruction or contractual requirement.
- Failure to comply with a work rule.
- Failure to comply with a health and safety requirement.
- An act which may result in an action against the Company for negligence or breach of duty of care.
- Conduct which is likely to bring discredit to the Company.
- Improper, disorderly or unacceptable conduct at, during or arriving at work.
- Late attendance and/or inadequate time keeping.
- Absence from work without proper cause or authorisation.
- While purporting to be absent sick, working or indulging in activities which are likely to be inconsistent with the reason for absence and/or which are unlikely to be conducive to recovery.
- Committing an act while outside work or being convicted of a criminal offence which in the opinion of the Company is likely adversely to affect the performance of the contract of employment, the relationship between the Company and the Employee, or the reputation of the Company.
- Corrupt or improper practice.
- Breach of trust.
- Inappropriate use of office equipment, some examples are excessive use of telephone for personal calls, email, photocopier, and personal computer (e.g. playing computer games, typing personal letters, use of the Internet during working hours).
- Poor or deteriorating performance.
- Breach of any of the Company's policies or procedures, stated in your Contract of Employment, this Handbook or by other official notification.

D) THE PROCEDURE

Minor faults, including those which give rise to the sanction of informal action set out below, will normally be dealt with informally, and therefore the following procedure will not apply. Where the matter is more serious, or the matter has not been able to be resolved informally, the following procedure, and the remaining sanctions set out in section II, will apply:

Step 1: Investigation

Prior to any disciplinary meeting, there will be an investigation into the allegation(s) of misconduct or behaviour which is the cause of concern. Where appropriate, an investigatory meeting may be held with the Employee. Where possible, the investigation and the disciplinary hearing will be carried out by different people.

Depending on the nature of the allegations(s) it may be necessary to suspend the Employee with full (basic) pay (subject to paragraph F) prior to the disciplinary / capability hearing while the investigation proceeds. Similarly, if during the course of an investigation the person conducting it believes that a serious breach of discipline might have occurred, they may then suspend the Employee. This will be for as brief a period as possible. Any decision to suspend will be confirmed in writing as soon as reasonably practicable and this will be a precautionary not a disciplinary suspension pending the outcome of the matter.

Step 2: Informing the Employee

If it is decided that there is a disciplinary case to answer, the Employee will be informed of this decision in writing.

The Company will set out in writing the Employee's alleged conduct or characteristics, or other circumstances, which led it to contemplate dismissing or taking disciplinary action against the Employee. The written notification will contain sufficient details about the alleged misconduct or poor performance to enable the Employee to prepare an answer. The Company will inform the Employee in the written statement of the basis on which it has made the allegations against the Employee and it will state the possible consequences arising from the meeting. The notification will include copies of any relevant written evidence (if any) against the Employee or, if this is to follow, a statement to that effect. The Company will invite the Employee to a hearing to discuss the matter and the notification will provide details of the time and venue for the disciplinary meeting and will inform the Employee of their right to be accompanied at the meeting.

If the Employee is suspended on full pay, this will be reviewed following the investigation. If the Employee is to remain suspended, this will also be included in the letter.

Step 3: Meeting

The meeting will take place before any action, other than suspension on full pay is taken. The meeting will be held without unreasonable delay but only when the Employee has had a reasonable opportunity to consider their response to the

Company's written statement and any further verbal explanation the Company has provided.

Where possible the meeting will be heard by a different person to the person who conducted the investigation. Where the meeting may result in the Employee's dismissal, the meeting will be heard by a person with the authority to dismiss.

The Employee is entitled to be accompanied at the meeting in accordance with section IV below.

If the Company or the Employee intends to call a witness at the meeting, advance notice should be given.

The Company and the Employee must take all reasonable steps to attend the meeting.

If the Employee persistently fails to attend a disciplinary meeting, this may result in a decision being made in the Employee's absence.

At the meeting the allegations will be explained and the evidence to support the allegations will be set out. The Employee will have the opportunity to respond to the allegations and set out their case.

Step 4: the Decision

Following the meeting the Company will decide whether or not to impose one of the sanctions in section II, whether any other action is justified, or whether no further action needs to be taken.

The Employee will be informed of the decision in writing.

Step 5: Appeals

If the Employee is unhappy with the decision, the Employee should appeal against it. If the Employee wishes to appeal they must inform a Director in writing, setting out the grounds for their appeal, within five working days of the date they receive the decision.

If the Employee does this, the Company will invite the Employee to attend a further meeting at which the Employee will have the right to be accompanied. The Employee must take all reasonable steps to attend the meeting.

The appeal will be heard without unreasonable delay and, where possible, by a more senior Manager not involved in the decision being appealed or any prior investigation. After the appeal hearing the Company will inform the Employee of its final decision and will confirm it in writing as soon as practicable. There is no further right of appeal.

E) OVERLAPPING GRIEVANCE AND DISCIPLINARY CASES

In the event that a grievance is raised during the disciplinary process then it may be appropriate to either:

- (a) Temporarily suspend the disciplinary process in order to deal with the grievance.
- (b) Deal with both issues concurrently; or
- (c) Take alternative action.

The Employee will be informed in writing of the way in which we propose to deal with the issues.

F) OVERLAPPING SUSPENSIONS AND SICKNESS ABSENCES

Reference to full pay whilst on suspension will mean the full pay the Employee would have received if not for the suspension.

In the event of sickness absence during suspension, sick-pay provisions will apply until such a time as the Employee is signed as being fit for work by their GP and their absence from work is solely due to the suspension.

If suspended without pay, the Employee will receive no pay during this suspension, regardless of any sickness absence.

In the event of certificated sickness during suspension which has the effect of potentially delaying the disciplinary process, or where a hearing is postponed because of sickness on more than one occasion, such cases will be reviewed by a senior member of HR staff to determine if it may be appropriate for the matter to be dealt with by way of an '*in absentia*' hearing.

SECTION II: POTENTIAL SANCTIONS

G) PURPOSE AND SCOPE

1. The primary purpose of this procedure is to help and encourage Employees to improve by dealing with shortcomings in conduct or performance to enable the Employee to become effective again. It may, however, be necessary to impose a sanction in order to assist with this process. Ultimately it may become necessary to dismiss the Employee, although this will not usually be for a first offence, save in the event of gross misconduct.
2. The Company reserves the right to impose a sanction or requirement other than that which is set out here, in the event that it is appropriate to do so.
3. Once a warning has expired it will be disregarded for disciplinary or capability purposes. However, the Company may take the Employee's previous disciplinary record, including any expired warnings, into account when considering the question of mitigation. In addition, where an Employee has previously been disciplined for similar conduct or been informed of the need to improve performance and similar poor performance has occurred, which demonstrates a pattern or is evidence of abuse, this may also be taken into account when considering the length of any appropriate sanction.

H) SANCTIONS

1. **Informal action** - Where possible, the Company will consider whether or not the issue can be resolved informally, in which case the procedure set out in A will not be followed. For a minor offence and minor performance problems your Manager will discuss the matter with you informally and a note will be made of the discussion. This note will be kept on the Employee's personal file but it will normally be disregarded after twelve months subject to satisfactory conduct and/or performance. If your conduct or performance does not improve as a result the following formal procedure will be followed.
2. **Written warning** - Where informal warnings have not had the desired effect or for a more serious offence for which informal action is not appropriate, a written warning will be issued explaining the nature of the misconduct and the change in behaviour required and making it clear that further misconduct, or failure to improve performance, is liable to result in further disciplinary action under this procedure. The warning will last for 12 months.
3. **Final written warning** - For a serious offence, which might justify summary dismissal for gross misconduct, but where the Company decides that a lesser penalty is appropriate in the circumstances, or for a further offence after a written warning has been given and is still live, a final (or a combined first and final) written warning will be issued or the Employee will be suspended without pay. A final written warning will give details of the complaint, will warn that dismissal will result if there is repetition of such conduct or other serious misconduct/no satisfactory improvement in performance and will advise of the right to appeal. A copy of the final written warning will be kept on the Employee's personal file but it will usually be disregarded for disciplinary purposes after 12 months. In exceptional cases the period may be longer but the Employee will be notified if this is the case.
4. **Dismissal** - If conduct or performance is still unsatisfactory and the Employee still fails to reach the prescribed standards, or the misconduct or performance is sufficiently serious, dismissal will normally result. Only the appropriate Director/ Manager can take the decision to dismiss. Dismissal will usually be with notice or pay in lieu of notice, except in the case of gross misconduct when it will normally be without notice or pay in lieu of notice. The Employee will be informed as soon as possible of the reasons for the dismissal, the date on which the employment contract will end, the appropriate period of notice and their right of appeal.

I) POOR PERFORMANCE

In cases of poor performance, the Company will offer reasonable training and support to help the Employee concerned improve his or her performance. If disciplinary action is necessary, the Employee will be told at each stage and how performance will be reviewed.

SECTION III: GROSS MISCONDUCT

J) Gross misconduct is misconduct of such a nature that it fundamentally breaches the contractual relationship between the Employee and the Company and justifies the Company in no longer accepting the continued presence of the Employee at work. The following (not exhaustive) list provides examples of offences which are normally regarded as gross misconduct justifying summary dismissal (i.e. dismissal without notice or payment in lieu of notice):

- Stealing from members of staff or public or other offences of dishonesty;
- Gross negligence.
- Sexual misconduct at work.
- Fighting or physical assault.
- Falsification of a qualification which is a stated requirement of the employment or which results in financial gain.
- Deliberate damage to or misuse of the Company's property.
- Drunkenness or being under the influence of drugs at work.
- Falsification of records or claim for personal gain.
- Bullying or harassment.
- Victimisation or discrimination or any other serious breach of the company's equal opportunities policy.
- Serious breaches of any company policy including health and safety rules and procedures.
- Committing an act (whether or not connected with employment) likely to bring the company into serious disrepute.
- Misuse of email or internet access.

This list is neither exclusive nor exhaustive. Other acts of misconduct may come within the general definition of gross misconduct.

If, on completion of the investigation and the full disciplinary and dismissal procedure set out above, the company is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

SECTION IV: RIGHT TO BE ACCOMPANIED

K) An Employee has the right to be accompanied at any hearing (including an appeal hearing) by a single companion who is either:

1. A work colleague; or
2. A full time official employed by a trade union; or
3. A lay official, provided they have been certified in writing by their union as having experience of, or as having received training in, acting as a worker's companion at disciplinary or grievance hearings.

- L)** In order to exercise this right, the Employee must make a reasonable request for the representative to attend the meeting, prior to the meeting.
- M)** A representative has the right to:
1. Explain and sum up the Employee's case.
 2. Respond to any views expressed at the hearing; and
 3. Confer with the Employee during the hearing.
- N)** A representative may not:
1. Answer questions on behalf of an Employee.
 2. Address the hearing if the Employee does not wish the representative to do so; or
 3. Prevent us from explaining our case.
- O)** If the representative cannot attend on the date we have set for the meeting/appeal, we can postpone the meeting/appeal for up to five working days (or longer if both we and the Employee agree).

GRIEVANCE PROCEDURE

PURPOSE AND SCOPE

Grievances are concerns, problems or complaints that Employees raise with their employer. Grievances may relate to, amongst other things, terms and conditions of employment, health and safety, work relations, new working practices, organisational changes, equal opportunities.

The Company realises the importance of good working relationships between everyone in the Company. It therefore tries to establish an atmosphere in which problems can be discussed and resolved and its aim is to encourage open communication. The Company also believe that it is in everyone's best interest to ensure that Employees' grievances are dealt with quickly and fairly and that a grievance procedure enables individuals to raise issues with management that affect them in the workplace.

This procedure is open to any Employee who has a grievance about their employment and is the procedure, which should be adopted in the event that an Employee wishes to bring a formal grievance. Where appropriate, Employees should seek to resolve grievances informally with the person to whom they immediately report. If a grievance cannot be resolved informally, or it is inappropriate to do so, the Employee should raise it formally as set out below.

None of the provisions in this policy are contractual but it conforms to the requirements set out in the ACAS Code of Practice on Disciplinary and Grievance Procedures. The procedure applies to all Employees who should familiarise themselves with its provisions. For more information on the raising of grievances you can read the ACAS Code of Practice on Disciplinary and Grievance Procedures and accompanying guidance at www.acas.org.uk or if you have any questions about this procedure, please contact a Director.

This Procedure should be read alongside our Whistleblowing Policy and Anti-Harassment & Bullying Policy.

PRINCIPLES

- 1 The procedure sets out the responsibilities that both the Company and the Employee have 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.
- 2 Any issues should be raised and dealt with promptly unless there are special circumstances justifying a longer timescale. This includes not unreasonably delaying meetings or decisions.
- 3 The Company and the Employee should act consistently.
- 4 The Company will seek to establish the facts, including giving the Employee an opportunity to set out the grievance, prior to making a decision in respect of any grievance.
- 5 At each stage of the procedure every effort will be made by both parties to reach agreement amicably and as speedily as possible.

- 6 The Employee has the right to be accompanied in accordance with this policy at the grievance meeting and any appeal meeting, as detailed below.
- 7 An Employee will have the right to appeal against any decision made by the Company.
- 8 Information and proceedings relating to a grievance brought by an Employee shall remain confidential as far as possible.
- 9 All stages of the procedure shall be dealt with within a reasonable timescale, unless there are special circumstances justifying a longer timescale.

THE PROCEDURE

STAGE ONE – INFORMAL DISCUSSION

Before pursuing a complaint through the Grievance Procedure, the Employee should raise any matters of dissatisfaction with their immediate Line Manager (or a Director if the Employee's grievance is against their immediate Manager). Where this fails to bring about a satisfactory solution, or it is inappropriate to raise the matter informally, the Employee should proceed straight to stage two.

STAGE TWO – WRITTEN GRIEVANCE AND MEETING

- If the matter cannot be satisfactorily resolved under stage one, or it is inappropriate to do so, the Employee must set out the grievance in writing and send the statement or a copy of it to their immediate Line Manager (or a Director, if the grievance is against the Employee's immediate Line Manager). This statement should set out the nature of the grievance. This should be done without unreasonable delay.
- Once the Manager or Director has received a written copy of the grievance the Employee will be invited to attend a meeting to discuss the grievance.
- If the Employee has not set out in detail the basis for their grievance in their initial letter raising the grievance, they should tell the appropriate Manager or Director before the meeting what the basis for the grievance is so that they have a reasonable opportunity to consider the grievance before the meeting and undertake any necessary initial investigations.
- The Employee has the right to be accompanied at the meeting as detailed below. The Employee, and any companion, should make every effort to attend the meeting.
- At the meeting, the Employee will be given the opportunity to explain the grievance and how they 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 the appropriate Manager or Director will inform the Employee in writing of their decision and any proposed action in respect of the grievance, normally within ten working days of the meeting. If more time is needed to consider the

grievance, the Employee will be informed of the revised timescale. The Employee will also be informed in writing of the right to appeal against the decision.

STAGE THREE - APPEAL

- If the Employee is not satisfied with the resolution of the grievance, the Employee should appeal against the grievance decision. This should be done within 5 working days of receipt of the grievance decision, by informing the Directors and setting out the grounds for the appeal in writing.
- The Employee will then be invited to attend an appeal hearing.
- The appeal will be heard without unreasonable delay and the venue and time will be notified to the Employee in advance. The appeal will be heard, where possible, by a more senior Manager or Director not involved in the decision being appealed or any prior investigation and their decision is final.
- After the appeal meeting the Employee will be informed in writing of the appeal decision and that there is no further right of appeal.

RIGHT TO BE ACCOMPANIED

An Employee has the right to be accompanied at any hearing (including an appeal hearing) by a single companion who is either:

- a) A work colleague; or
- b) A full time official employed by a trade union; or
- c) A lay official, provided they have been certified in writing by their union as having experience of, or as having received training in, acting as a worker's companion at disciplinary or grievance hearings.

In order to exercise this right, the Employee must make a reasonable request for the representative to attend the meeting, prior to the meeting.

A representative has the right to:

- a) Explain and sum up the Employee's case.
- b) Respond to any views expressed at the hearing; and
- c) Confer with the Employee during the hearing.

A representative may not:

- a) Answer questions on behalf of an Employee.
- b) Address the hearing if the Employee does not wish the representative to do so; or
- c) Prevent us from explaining our case.

If the representative cannot attend on the date we have set for the meeting/appeal, then we can postpone the meeting/appeal for up to 5 working days (or longer if both we and the Employee agree).

OVERLAPPING GRIEVANCE AND DISCIPLINARY CASES

In the event that the grievance is raised during a disciplinary process then it may be appropriate to either:

- a) temporarily suspend the disciplinary process in order to deal with the grievance.
- b) deal with both issues concurrently; or
- c) take alternative action.

The Employee will be informed in writing of the way in which we propose to deal with the issues.

ANTI HARASSMENT AND BULLYING POLICY

1 POLICY STATEMENT

- 1.1 The Company is committed to ensuring that all its employees are treated with dignity and respect and treat others in the same way. We believe that all employees 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:
 - 1.1.1 In the workplace.
 - 1.1.2 Outside the workplace in a work-related context, such as on business trips, customer or supplier events or work-related social events
- 1.2 This policy applies to all employees working for us at any of our premises, including casual and agency employees, consultants, contractors, directors, employees, managers and officers.
- 1.3 All employees 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 a Director.
- 1.4 This policy does not form part of any employee's contract of employment. We may amend it at any time and decide to follow a different procedure where we consider it appropriate.

2 HARASSMENT

- 2.1 It is the company's policy that the harassment of any of its 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.
- 2.2 Harassment may take many forms (including bullying), occurs on a variety of different grounds and can be directed at one person or many people. Harassment need not be directed at the complainant and can occur if the complainant witnesses another person being harassed.
- 2.3 Harassment involves subjecting individuals to conduct which is unwanted and where the conduct has the purpose or effect of:
 - 2.3.1 Violating the victim's dignity, or
 - 2.3.2 Creating an environment that is intimidating, hostile, degrading, humiliating or offensive to the victim.

- 2.4 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.
- 2.5 A person will also commit harassment if they (or anyone else) engages 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.
- 2.6 Conduct usually becomes harassment if it continues once it has been made clear that it is regarded by the recipient as offensive or unwanted, although a single incident may amount to harassment if it is sufficiently serious.
- 2.7 It is the unwanted nature of the conduct that distinguishes harassment from friendly behaviour that is welcome and mutual. Employees must always consider whether their words or conduct may be considered offensive.
- 2.8 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.
- 2.9 Harassment may relate to:
- 2.9.1 Age.
 - 2.9.2 Disability (past or present).
 - 2.9.3 Gender reassignment.
 - 2.9.4 Race, colour, nationality, ethnic or national origins.
 - 2.9.5 Religion or belief.
 - 2.9.6 Sex.
 - 2.9.7 Sexual orientation.
 - 2.9.8 Pregnancy and maternity.
 - 2.9.9 Marital or civil partnership status.
- 2.10 The phrase 'relate to' is very wide and therefore covers:
- 2.10.1 Harassment based on a perception of another person, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong.
 - 2.10.2 Harassment that occurs because someone is associated with another person, for example, someone who is harassed because they care for someone who has a protected characteristic.
- 2.11 Whilst not an exhaustive list, forms of harassment include:

- 2.11.1 Physical contact.
- 2.11.2 'Jokes'
- 2.11.3 Offensive language, shouting or behaving in an intimidating manner.
- 2.11.4 Gossip.
- 2.11.5 Slander.
- 2.11.6 Offensive, insensitive or sectarian songs or messages (including email).
- 2.11.7 Displaying posters or pictures, graffiti, emblems, flags.
- 2.11.8 Obscene or offensive gestures.
- 2.11.9 Offensive email and screen savers etc.
- 2.11.10 Isolation or non co-operation and exclusion.
- 2.11.11 Coercion for sexual favours or sexually suggestive remarks.
- 2.11.12 Pressure to participate in political/religious groups.
- 2.11.13 Intrusion by pestering, spying and stalking.
- 2.11.14 Continued requests for social activities after it has been made clear that such suggestions are not welcome.
- 2.11.15 Verbal, non-verbal or physical conduct of a sexual nature.
- 2.11.16 Excluding or making derogatory comments about someone because of a perceived protected characteristic, or because they are associated with someone with a protected characteristic.

2.12 Harassment is unlawful in many cases and individuals may be legally held liable for their actions. In some cases their behaviour may also amount to a criminal offence.

2.13 THIRD PARTY HARASSMENT

We want to create a workplace which is free of harassment. This objective extends beyond acts of harassment by those working for us to harassment by third parties such as customers, visitors, clients and suppliers.

2.14 You are encouraged to report any third-party harassment you are a victim of, or witness, in accordance with this Policy.

2.15 We will take active steps to prevent third-party harassment of staff. Action may include warning notices to customers or recorded messages at the beginning of telephone calls.

2.16 We will assess the risk of third-party harassment in the workplace and undertake to keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe our third-party harassment protection could be improved. Please let a Director know.

2.17 If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include warning the

harasser about their behaviour, banning them from our premises and reporting any criminal acts to the police.

3 BULLYING

- 3.1 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.
- 3.2 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 Company, unacceptable behaviour includes (this is not an exhaustive list):
 - 3.2.1 Spreading malicious rumours, or insulting someone (particularly because of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, or sexual orientation)
 - 3.2.2 Copying memos that are critical about someone to others who do not need to know.
 - 3.2.3 Ridiculing or demeaning someone – picking on them or setting them up to fail.
 - 3.2.4 Deliberately excluding a person from communications or meetings without good reason.
 - 3.2.5 Unfair treatment.
 - 3.2.6 Overbearing or intimidating supervision or other misuse of power or position.
 - 3.2.7 Making threats or comments about job security without foundation.
 - 3.2.8 Deliberately undermining a competent worker by overloading and constant criticism.
 - 3.2.9 Preventing individuals progressing by intentionally blocking promotion or training opportunities.
- 3.3 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.

4

OUR POSITION

- We will not tolerate bullying or harassment by anyone working for us.
- We expect you to treat people with respect and dignity in all communications you have with them, whether face-to-face, over the phone or in writing.
- We will assess the risk of harassment in the workplace and keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe harassment protection could be improved. Please let your Manager know.
- You are encouraged to report any harassment you are a victim of, or witness, in accordance with this Policy.
- As a business, we are guided by our core values, including honesty, trust and accountability. These values impact the way we view workplace behaviours and our expectations of you. Our managers are trained to recognise behaviours which may amount to bullying and harassment. We will provide regular training to everyone on what our values mean and explain how you must 'live' these values in your interactions with others.
- We have clear and universal standards of workplace conduct:
 - Bad and/or offensive language or gestures of any nature should not be used in the workplace, whether directed at a particular person or not.
 - Inappropriate images or other content should not be viewed or shared at work.
 - You should always think before making a joke in the workplace – could anyone be upset or offended by what you say?
 - You should never invade colleagues' personal space.
 - You should not exclude colleagues unfairly from discussions or events.
 - You should not use crude humour.
 - You should not use an aggressive tone or aggressive language when speaking with colleagues.
 - You should not be physically aggressive towards colleagues.
 - You should not make sexually suggestive comments.
 - You should not mock, mimic or belittle colleagues in relation to any protected characteristic or otherwise.
 - You should not gossip about your colleagues.
- Our standards of workplace conduct and zero tolerance of harassment in the workplace apply equally:
 - at work; or
 - during any situation related to work such as at a social event with colleagues; or
 - against a colleague or other person connected to the employer outside of a work situation, including on social media; or
 - against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role

5

REPORTING PROCEDURE

- 5.1 Due to the seriousness with which the company views harassment and bullying, informal and formal reporting procedures have been introduced which are separate from the Grievance Procedure as a mechanism for dealing with complaints of

harassment and / or bullying. However, employees may choose to use the Grievance Procedure as an alternative.

- 5.2 All allegations of harassment and/or bullying will be dealt with seriously, promptly and in confidence. Employees who feel they have been subject to harassment and/or bullying must not hesitate in using this procedure 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.
- 5.3 The Company will provide, in confidence, advice and assistance to employees subjected to harassment and/or bullying and assist in the resolution of any problems, whether through informal or formal means.

6 INFORMAL PROCEDURE

- 6.1 If an incident happens which you think may be harassment or bullying, you may prefer initially to attempt to resolve the problem informally, if you feel able to do so. In some cases it may be possible and sufficient to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends you or makes you uncomfortable and that it interferes with your work. You should make it clear that you want the behaviour to stop.
- 6.2 In circumstances where this is too difficult or embarrassing for you to do on your own you could seek support from your line manager or a Director. If the incident concerns a customer or other third party, you may wish to ask your manager to intervene for you on an informal basis.
- 6.3 If you are in any doubt as to whether an incident or series of incidents which have occurred constitute harassment and/or bullying, then in the first instance you should approach the Operations Director on an informal confidential basis. They will be able to advise you as to whether the complaint necessitates further action, in which case the matter will be dealt with formally/informally as appropriate.
- 6.4 If the conduct continues or if it is not appropriate to resolve the problem informally or you do not feel able to raise it informally, it should be raised through the following formal process.
- 6.5 If you notice behaviour of others which may be in breach of this Policy, then you should first consider whether it is appropriate to challenge the behaviour yourself. Only do so if you feel comfortable. If you don't feel comfortable, or a direct approach has not worked, then please report the matter to a Director, who will investigate.

7 FORMAL PROCEDURE

- 7.1 Where informal methods fail or are not appropriate, or serious harassment and/or bullying occurs, you are advised to complain formally in writing to the Operations Director. If the matter concerns that person, you should refer your complaint to one

of the other Directors. Your written complaint should set out full details of the conduct in question, including the name of the perpetrator, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken to attempt to stop it occurring.

- 7.2 Consideration will be given to keeping the complainant and the alleged perpetrator separated whilst they are at work, taking into account the views of the complainant. In serious cases the alleged perpetrator may be suspended in order for the complaint to be investigated.
- 7.3 You will be interviewed by the person handling the complaint to establish full details of what happened. You may bring a fellow worker with you to this meeting if you choose. They will then carry out a thorough, independent, impartial and objective investigation as quickly as possible. Those carrying out the investigation will not be connected with the allegation in any way. An investigation will be carried out quickly, sensitively and with due respect for the rights of both you and the alleged perpetrator.
- 7.4 Where your complaint is about someone other than a fellow worker, such as a customer, supplier or visitor, we will consider what action may be appropriate to protect you (and anyone else involved) pending the outcome of the investigation, bearing in mind the needs of our business and the rights of that person. We will try to discuss the matter with the third party where appropriate.
- 7.5 The investigation will involve interviews with the person against whom you are making the complaint and any other relevant witnesses. The alleged perpetrator will be given full details of the nature of the complaint and will be given the opportunity to respond. The investigation may also need to examine relevant documents, including emails and other evidence.
- 7.6 The alleged harasser will have the right to be accompanied by a colleague or union representative at any interviews.
- 7.7 Strict confidentiality will be maintained throughout the investigation into the allegation. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.
- 7.8 When the investigation has been completed, you will be informed whether or not your allegation is considered to be well-founded.
- 7.9 If the allegation is well-founded, disciplinary action may be taken against the person alleged to have committed the behaviour you are complaining about and, depending on the circumstances and the seriousness of the complaint, may result in the dismissal of that person with or without notice.
- 7.10 If the allegation is found to be not well-founded, consideration may be given to whether it is necessary to transfer or reschedule the work of both or either party, in

cases where it would not be appropriate for either of you to continue to work in close proximity to each other.

- 7.11 The Company takes these matters 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 the Company's disciplinary policy. We are sure that all employees appreciate that this is necessary to protect the integrity of this policy.

TERMINATION OF EMPLOYMENT

A) RETIREMENT

1. The Company will comply with any relevant legislation in place in relation to retirement. The Company does not operate a fixed retirement age. However, the Company may from time to time review the need for a fixed retirement age and reserves the right to introduce a fixed retirement age for specific roles.
2. You or the Company may wish to discuss your future aims and aspirations in the business and your plans for the short, medium and long term at any time.
3. If you indicate a wish to alter your working arrangements in the run up to retirement, we will discuss this with you and, if any changes are agreed, we will reflect these in your terms and conditions of employment.
4. If you wish to retire, you must resign and give written notice of your intended date of retirement. Notice of retirement must be no less than the contractual notice period set out in your contract of employment. However, you are encouraged to give as much notice as possible of your plans to retire, in order to assist the Company's succession planning and to enable an orderly handover of your work.
5. If you change your mind about retiring after you have given the Company formal written notice of retirement, the Company is not obliged to allow you to withdraw that notice.
6. On receipt of your notice of resignation, the Company will:
 - a. Give you written acknowledgement of retirement and confirmation of your last date of employment.
 - b. Discuss with you any leaving arrangements, such as handover and succession plans, pension arrangements.
7. The other usual arrangements and procedures for leaving the Company's employment will also apply.

B) RESIGNATION

If you decide to leave the company, please confirm your decision in writing to us as soon as possible, giving at least the minimum required notice as detailed in your individual statement of main terms of employment. This will ensure we have time to calculate your final pay and make any other necessary arrangements. Your final pay may be affected if you do not give or work adequate notice.

C) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you subject to this not exceeding the balance of pay you would have received had you completed your notice period. This is an express written term of your contract of employment.

C) RETURN OF OUR PROPERTY

On the termination of your employment, you must return all our property which is in your possession, or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

RULES FOR THE USE OF COMPANY POOL VEHICLES

The information set out below applies if you have been given the authority by a Director or Manager to drive one of our vehicles. You are reminded that the vehicle provided to you is a costly item. In order to safeguard it and ensure that it is used correctly, you must adhere to the applicable guidance and rules contained herein at all times. Any breach of the rules and procedures could result in disciplinary action, which could lead to your summary dismissal in a case of a serious breach.

A) RULES FOR ALL DRIVERS

1. You must be in possession of a current and valid driving licence and have a Director's or Manager's authority to drive one of our vehicles.
2. Your driving licence must be produced for scrutiny by a Director or a Manager prior to driving any of our vehicles and a photocopy taken to be retained in your staff file.
3. We will conduct annual checks on driving licences of all Employees and authorised drivers in accordance with the terms of the insurance policy.
4. If at any time you are convicted for driving offences, your licence is endorsed, you incur any fines, or you are disqualified from driving, we must be informed immediately.
5. It is your responsibility to see that it is not used by anyone other than authorised Employees.
6. If you are considered to be acting carelessly or recklessly in the use of the vehicle, you will be subject to disciplinary action. If you are prosecuted or convicted of a driving offence, which results in a period of disqualification and the holding of a licence is an essential requirement of the job; this will normally result in your dismissal.
7. The vehicle must only be driven by those authorised by a Director or Manager to drive it.
8. You must avoid the consumption of alcohol or drugs prior to or during the course of driving. Infringement of this rule will result in your dismissal.
9. You must inform us of any medical condition which occurs during the course of your employment with us and which might affect your driving ability.
10. When driving a Company vehicle you are representing the Company. Consequently, you should drive defensively, courteously and in accordance with the Highway Code and other road traffic legislation at all times.
11. Smoking in any Company vehicle is strictly prohibited.

B) FIXTURES, FITTINGS AND MODIFICATIONS

1. No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission of a Director.
2. No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

C) WARRANTY

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

D) CLEANING AND MAINTENANCE

1. When you drive one of our vehicles, it is your responsibility for ensuring that it is kept clean and tidy and that it is returned to us in that condition after use.
2. Any maintenance or repair work, or replacement of parts, including tyres, must be approved in advance by us, and reimbursement will only be made against production of an authorisation. Full details of the work required and the cost involved must be given.

E) FUEL ETC

1. Considerable care must be taken to ensure that you put the right fuel in a vehicle. Failure to do so can result in extremely expensive and extensive damage being caused to engines and associated equipment.
2. Not all insurance policies cover such damage and even where there is cover significant loss such as excesses or increased insurance rates can result. Therefore, we take a serious view on incidents of this nature and you must pay particular attention to minimise loss or damage caused by use of incorrect fuel.
3. If you realise that you have made such an error do not drive the vehicle, have the vehicle recovered and dealt with by a professional repairer and consult your Manager and the repairs will have to be undertaken by an approved and authorised repairer so as not to invalidate any vehicle warranties.
4. Before you use one of our vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to minimum legal requirements.
5. Unless contrary arrangements exist in writing between us, we will only reimburse you for fuel and oil used on our business. Claims must be submitted on a weekly report sheet, signed by yourself and accompanied by receipted bills where the vehicle cannot be filled up on our fuel account. All bills should be listed, and a deduction shown for that part of the fuel attributable to private mileage.

F) FINES

We cannot under any circumstances accept responsibility for parking or other fines incurred by you.

G) DAMAGE OR INJURY

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

H) LOSS

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

4. Always drive with your doors locked. In the unlikely event that a person forces you to hand over the keys to your car, do not resist. You are more important than the vehicle. Phone the Police and try to give a clear description of the thief.
5. Garage forecourts are popular locations for both opportunist and organised vehicle thieves. The following guidelines must be adhered to at all times:
 - Before commencing refuelling make sure all windows are closed, the keys are removed from the ignition, the steering wheel locked and all external doors are locked.
 - Do not leave items such as portable phones, briefcases, jackets, etc on display.

I) ACCIDENT PROCEDURE

1. It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident, obtain an incident report form from us, which must be completed and returned to us within twenty-four hours. All the information required on the form must be completed. You should note, that whenever possible, the following particulars should appear in the form:
 - 1.1 The name and address of the other driver and the name and address of their insurers.
 - 1.2 The names and addresses of all passengers in both our vehicle and the third party's vehicle.
 - 1.3 Names and address of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident.
 - 1.4 Particulars of the police attending i.e. name, number and division.
2. If our vehicle is undriveable every effort should be made to make adequate arrangements for the vehicle to be towed to a garage.
3. Under no circumstances may repairs be put in hand until the insurance company has given its agreement. We will notify you when this has been done.
4. You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in I) above and nothing more.
5. You are reminded that it is a criminal offence to leave the scene of an accident without exchanging details with other parties and ensuring that no injury has been sustained. This includes accidental collision with parked vehicles.

J) ROAD FUND LICENCE

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

K) PERMITTED USE

Subject to the restrictions already stipulated, our vehicles may only be used for our authorised business unless previous arrangements for private domestic or social use have been agreed with us in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land.

L) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to take disciplinary action and/or to insist on your rectifying the damage at your own expense or paying the excess part of any claim on the insurers.

M) MOBILE TELEPHONES

1. You must ensure that you have proper control of a vehicle that you are driving at all times.
2. It is an offence to use hand-held mobile phones whilst driving. You will be liable for prosecution if you are holding a mobile phone and any other type of hand-held device to send or receive any sort of data, be it voice, text or pictorial image. You are regarded to be driving if you are in charge of a vehicle with its engine running on a public road, even if the vehicle is stationary.
3. It is therefore strictly forbidden for you to use a hand-held mobile phone whilst driving. A mobile phone may only be used where there is an incoming call or an outgoing voice activated call through a hands-free device that is activated without a need to hold the phone at any time, in which case the call should be kept to the shortest possible time and only to effect essential communications. When you need to operate the mobile phone or make or deal with a call through a caller's hands-free device for longer than receiving or giving a short communication, before doing so you must stop and park the vehicle where it is safe and lawful to do so and with the engine switched off. Whilst driving, you must not use the text message facility on the mobile phone, or if available through such a phone, an image facility or internet access.
4. You must only use a mobile phone hands-free device if you have assessed the situation and are confident that it is safe and legal to do so.
5. You are under no obligation to answer or make calls whilst driving.
6. You should ensure that the voicemail facility on your phone is operational so you can return calls when it is safe and legal to do so.

7. You should note carefully that a breach of our rule on the use of a mobile phone whilst driving will render you liable to disciplinary action up to and including dismissal dependent upon the circumstances.

N) POLICE PROSECUTION

1. If you break the law whilst in charge of a Company vehicle, you must accept full responsibility in the event of being prosecuted.
2. In all instances of Police prosecution, you **MUST** immediately inform us.
3. If you are asked to produce a Certificate of Insurance by the Police this may be obtained from the Accounts Department. It is obligatory to produce the Insurance Certificate within seven days; failure to do so can result in prosecution.

EQUALITY POLICY

1 INTRODUCTION

- 1.1 This document sets out the company's policy on equality and equal opportunities. This policy does not form part of your contract of employment and can be amended at any time but is a policy statement describing the way in which equal opportunities issues are dealt with in the company.
- 1.2 The company has introduced this policy as a commitment to make full use of the talents and resource of all its Employees and to provide a healthy environment which will encourage good and productive working operations within the organisation. This document describes how the policy is to be applied throughout the company.
- 1.3 The company is particularly concerned that equality of opportunity is maintained in the following areas:
- (a) Recruitment and selection;
 - (b) Promotion, appraisal, transfer and training;
 - (c) Terms of employment, pay, benefits, facilities and services;
 - (d) Grievance and disciplinary procedures; and
 - (e) Dismissals, resignations and redundancies
- 1.4 The Company will ensure that all Managers and Supervisors with responsibility for any of the areas of particular concern listed in paragraph 1.3 above are provided with the appropriate equality and equal opportunities training where necessary. Other staff may also be required to attend equal opportunities training. Attendance at training will be compulsory if you are notified that you should attend a course.
- 1.5 The company will regularly monitor the effectiveness of this policy to ensure that it is working in practice and will review and update this policy as and when necessary.

2 STATEMENT OF PRINCIPLE

- 2.1 The company's statement of principle on equality and equal opportunities is:

"The company is committed to a policy of treating all its Employees, workers and job applicants equally. No Employee or potential Employee will receive less favourable treatment because of any 'protected characteristic', namely:

- (a) Age (or perceived age).
- (b) Disability (past or present).
- (c) Gender reassignment.

- (d) Marriage or civil partnership status.
- (e) Pregnancy and maternity.
- (f) Race, colour, nationality, ethnic or national origins.
- (g) Religion or belief.
- (h) Sex.
- (i) Sexual orientation.
- (j) No Employee or potential Employee will be disadvantaged by any conditions of employment that cannot be justified as necessary on operational grounds.
- (k) The company aims to encourage, value and manage diversity and is committed to equality for its entire staff. The company wishes to attain a workforce which is representative of the communities from which it is drawn.
- (l) These principles of equality of opportunity and non-discrimination also apply to the manner in which our staff treat customers, our business partners and visitors.

2.2 Employees are expected to work with the company towards these aims. In certain circumstances, an Employee can be personally liable for discrimination against a fellow Employee or a job applicant. If the Company is satisfied that an employee has discriminated against a fellow employee, it may take disciplinary action accordingly.

3 EQUALITY PRINCIPLES

3.1 There should be no discrimination, whether direct or indirect, because of any of the protected characteristics set out in the company's statement of principle on equal opportunities contained in paragraph 2.2 above. The types of discrimination that are prohibited are explained at paragraph 3.2 below.

3.2 Discrimination may occur in the following forms:

- (a) **DIRECT DISCRIMINATION** – This is treating someone less favourably because of a protected characteristic. An example of this is paying someone less because of their sex or because they belong to a particular racial group. 'Because of' is very wide and includes less favourable treatment based on a perception of another person, for example because of an individual's protected characteristic, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong. It also includes less favourable treatment because someone is associated with another person who has a protected characteristic.
- (b) **INDIRECT DISCRIMINATION** - This is treating people in the same way but in a way which adversely affects those with a protected characteristic. An example of this is telling all Employees that they have to work late at night – although

applied to everyone, it will adversely affect those Employees with childcare responsibilities.

(c) **VICTIMISATION** – This is treating someone less favourably because they have 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 on the grounds of their disability and then their Manager deciding when they left not to give them a reference because they had claimed disability discrimination.

(d) **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 or may occur because someone has harassed the victim and the victim either rejects or submits to it and, because of that rejection or submission, that person treats the victim less favourably.

3.3 Employees who are carers for a disabled person are encouraged to tell the company about this to enable the company to support them as much as possible. Employees may also wish to advise their Line Manager of any reasonable adjustments to their working conditions or hours which they consider necessary, or which would assist them in the performance of their duties alongside their caring responsibilities.

3.4 All employees who require any additional measures in respect of their religious or philosophical beliefs should speak with their line manager so as to allow for any accommodations to be made, so far as possible.

3.5 Line Managers may wish to consult with a disabled Employee's medical adviser(s) about possible reasonable adjustments. Careful consideration will be given to any such proposals and they will be accommodated where possible and proportionate to the needs of the Employee's job.

3.6 There may be circumstances where it will not be reasonable for the company to accommodate the suggested adjustments and the company will ensure that they provide Employees with information as to the basis of their decision not to make any adjustments.

3.7 Where appropriate, the company will appoint, train, develop, reward and promote on the basis of merit and ability.

3.8 All Employees have personal responsibility for the practical application of the company's equality policy, which extends to the treatment of job applicants, Employees (including former Employees), customers, suppliers and visitors.

3.9 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 whilst a member of staff is wearing a work uniform.

- 3.10 This policy applies to all Company Employees, whether permanent, temporary, casual, part-time or on fixed-term contracts (herein referred to as 'workers') and to job applicants.
- 3.11 This policy also applies to the treatment of our workers by visitors, clients, customers and suppliers to the company. If any worker wishes to raise a matter under this policy they should do so using the company's Grievance Procedure.
- 3.12 Special responsibility for the practical application of the company's equality policy falls upon Managers, and Supervisors involved in the recruitment, selection, appraisal, promotion and training of Employees and the way their terms of employment are fixed.
- 3.13 The company's Grievance Procedure forms part of the Staff Handbook. It is available from the Accounts department to any Employee who believes that they may have been unfairly discriminated against, victimised or harassed. Employees 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.
- 3.14 Disciplinary action will be taken against any Employee who is found to have committed an act of unlawful discrimination. Serious breaches of this policy 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. Confidential records of matters dealt with in accordance with this policy will be kept.

4 RECRUITMENT AND SELECTION

- 4.1 The following principles should apply whenever recruitment or selection for positions takes place, whether externally or internally:
- (a) Individuals will be assessed according to their personal capability to carry out a given job.
 - (b) Assumptions that only certain types of people will be able to perform certain types of work must not be made.
 - (c) Any qualifications or requirements applied to a job which have or may have the effect of inhibiting applications from certain types of persons should only be retained if they can be justified in terms of the job to be done.
 - (d) Any age limits applied to a job should only be retained if they can be objectively justified in terms of the job to be done – In most cases this will not be the case and Managers should consult the Directors if considering an age limit for a particular post.
 - (e) Recruitment solely or primarily by word of mouth should be avoided as its effect is, or may be, to prevent certain types of people from applying.

- (f) Selection tests if required should be specifically related to job requirements and should measure the person's actual or inherent ability to do or train for the work.
- (g) Selection tests if available should be reviewed regularly to ensure they remain relevant and free from any unjustifiable bias, either in content or in scoring mechanism.
- (h) Applications from different types of people should be processed in the same way and the same questions asked at interview.
- (i) Written records of interviews and reasons for appointment and non-appointment should be kept.
- (j) Questions at interview should relate to the requirements of the job.
- (k) Where any provision, criterion or practice for recruitment and selection puts disabled people at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments should be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage. This could, for example, be making different interview arrangements for an applicant with mobility problems or arranging for facilities for applicants with sight or hearing impairments.
- (l) Decisions regarding the method of recruitment or selection or who is recruited or selected should only be made by a person who has read and understood this policy.

5 PROMOTION, TRANSFER AND TRAINING

5.1 The following principles should apply to appointments for promotion, transfer and training:

- (a) Assessment criteria and appraisal schemes should be carefully examined to ensure that they are not discriminatory, whether directly or indirectly.
- (b) Assessment criteria and appraisal schemes should be monitored on a regular basis and, where such criteria or schemes result in predominantly one group of workers gaining access to promotion, transfer or training or being awarded a particular appraisal grade, they should be checked to make sure this is not due to any hidden or indirect discrimination.
- (c) Promotion and career development patterns will be monitored to ensure that access to promotion, training and career development opportunities is not denied to particular groups or types of workers.
- (d) Traditional qualifications and requirements for promotion, transfer and training, such as length of service, years of experience or age may discriminate against certain workers and will need to be objectively justified by reference to the job requirements.

- (e) Policies and practices regarding selection for training, day release and personal development should not result in an imbalance in training between groups of workers.
- (f) Where any provision, criterion or practice relating to promotion, appraisal, transfer or training puts disabled workers at a substantial disadvantage for a reason connected with their disability, reasonable adjustments will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage. For example, this could be making training available for a disabled worker in a different way, in a different location or at a different time.

6 TERMS OF EMPLOYMENT, BENEFITS, FACILITIES AND SERVICES

6.1 The following principles apply to terms of employment, benefits, facilities and services:

- (a) The terms of employment, benefits, facilities and services available to workers should be reviewed regularly to ensure that they are provided in a way which is free from unlawful discrimination.
- (b) Part-time workers should receive pay, benefits, facilities and services on a pro rata basis to their full-time comparator unless otherwise objectively justified; Managers who are responsible for part-time workers should, in particular, take advice from the Directors when assessing pay (including any bonus) and benefits for part-time workers.
- (c) Where any provision, criterion or practice relating to terms of employment, benefits, facilities and services puts disabled workers at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage. Managers responsible for disabled workers should, in particular, take advice from the Directors when assessing pay (including any bonus) and benefits for disabled workers.
- (d) Pay and bonus criteria, policies and practices should be carefully examined and regularly monitored, and if it appears that any group of workers are disadvantaged by them they will be checked to make sure that this is not due to any hidden or indirect discrimination.

7 GRIEVANCES, DISCIPLINARY PROCEDURES, DISMISSALS AND REDUNDANCIES

7.1 Workers who, in good faith, bring a grievance (or assist another to do so) either under this policy or otherwise in relation to an equality or equal opportunities matter, will not be disciplined, dismissed or otherwise suffer any adverse treatment for having done so.

7.2 No member of a particular group of workers will be disciplined or dismissed for performance or behaviour which would be overlooked or condoned in another group, unless there is genuine and lawful justification for different treatment.

7.3 Redundancy criteria and procedures will be carefully examined to ensure that they are not applied and do not operate in an unlawfully discriminatory manner.

7.4 The provision of any voluntary redundancy benefits will be equally available to all workers unless there is a genuine and lawful justification for doing otherwise.

8 HOW WE CARRY OUT OUR RESPONSIBILITIES AND DUTIES

8.1 Everyone in the Company is essential to the success of this Policy. We all have a legal responsibility to comply with it, and any of us – however senior or junior we are – may be personally liable in an employment tribunal claim for unlawful discrimination if we breach terms of this Policy.

8.2 Everyone working at managerial level is expected to act in full accordance with this Policy, lead by example, attain and maintain appropriate standards of behaviours within the teams they manage.

8.3 The ethos and standards covered by this Policy can only be achieved and maintained if you cooperate fully and embrace the approach in this Policy. It is also important that you understand you have a legal responsibility to comply. If you breach this Policy, we may be liable for your actions, and we may both have to pay compensation to anyone who claims against us. We expect you to take personal responsibility for following this Policy's aims and commitments and for drawing any actual or potential breaches to our attention.

9 HOW WE ENFORCE THIS POLICY AND HANDLE BREACHES

9.1 We will investigate any complaint or allegation you raise regarding a potential breach of this Policy. If you believe you have been harassed or discriminated against, you should contact your line manager as soon as possible. If you want to take formal action, you will need to follow our grievance procedure (see our Grievance Procedure and our Anti-Harassment & Bullying Policy).

9.2 You will face disciplinary action if we find you have harassed or discriminated against anyone else, in breach of this Policy. Sometimes, this type of behaviour may amount to gross misconduct, in which case we may dismiss you without notice.

9.3 Occasionally, people make complaints in bad faith, knowing that they're not true. People might do this to avoid or deflect disciplinary action or performance management. We view any complaint made in bad faith as an act of misconduct, and this will normally lead to disciplinary action. In some cases, bad faith complaints may lead to summary dismissal for gross misconduct.

EMAIL, INTERNET AND COMMUNICATIONS POLICY

1 INTRODUCTION

- 1.1 This policy outlines the principles and standards the Company requires those using our internet, email and other communications systems to observe. It also explains when the Company will monitor the use of those systems and the action the Company will take if the terms of this policy are breached.
- 1.2 The Company expects all of its electronic and computer facilities to be used in an effective and professional manner and encourages all staff to develop the skills necessary to do so. These facilities are provided by the Company for its own business purposes to assist its staff in carrying out their duties effectively. It is the responsibility of all staff to ensure that this technology is used for proper business purposes and in a manner that does not compromise the Company or its workforce in any way.
- 1.3 Professional integrity is central to the Company and it must characterise all our dealings. All staff should think about how their own image or that of the Company may be affected by how they use the internet and other electronic communication systems. The same professional ethical obligations apply to conduct in online and offline environments.
- 1.4 This policy applies to the use of Company technology while at work and also when using Company technology from outside work e.g. when accessing our systems remotely, using a Company laptop or tablet when travelling and when using mobile phones or personal digital assistants (PDAs).
- 1.5 Misuse of the internet, email and/or other communication systems can expose both individuals and the Company to legal or financial liability. For example, an individual may enter into unintended contracts, breach copyright or licensing arrangements, incur liability for defamation or harassment or introduce viruses into the system. This policy is designed to safeguard both individuals and the Company from such liabilities. It is important that all staff read the policy carefully and ensure that all use of the internet, email and other communication systems is in accordance with its terms.
- 1.6 This policy applies to all employees of the Company, agency workers, volunteers, workers, consultants and other contractors who have access to Company computer and other communications systems. It also applies to personal use of the Company's equipment and technology in any way that reasonably allows others to identify any individual as associated with the Company.
- 1.7 This policy does not form part of any employee's contract of employment and the Company may amend it at any time.
- 1.8 The Board of Directors is responsible for the monitoring and implementation of this policy. Any questions about the content or application of this policy or other comments should be referred to the Accounts department.

2 USE OF THE COMPANY'S COMPUTER SYSTEMS

- 2.1 Staff may use the Company's computer systems only to the extent that they are authorised to do so. Staff should not use the Company's computer equipment for any purpose that is not connected to the Company's business unless they have express permission to do so, or they are making personal use of the system as permitted by this policy (see paragraph 9).

- 2.2 Use of the Company's systems for commercial purposes other than the business of the Company is strictly prohibited.
- 2.3 Any individual with access to the Company's network must adhere to strict access controls, to reduce the risk of virus infections, hacking and other unauthorised access attempts:
 - 2.3.1 Only authorised equipment is allowed to connect to the Company's network from any office location;
 - 2.3.2 Remote access (via broadband, dial up, etc) is also restricted to authorised equipment and access must only be via the VPN software provided by the Company.
- 2.4 The Company licenses software from a number of sources. The Company does not own that software and must comply with any restrictions or limitations on use, in accordance with its licence agreements. All staff must adhere to the provisions of any software licence agreements to which the Company is party.
- 2.5 Staff must not use any software for any purpose outside the business of the Company without express permission of a Director or as otherwise permitted by the terms of this policy.
- 2.6 Staff must not copy, download or install any software without first obtaining permission from a Director.

3 CONFIDENTIALITY

- 3.1 Staff should never assume that internal or external messages are necessarily private and confidential, even if marked as such. Email and the internet are not 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.
- 3.2 Staff should refer to the Company's Data Protection Policy for details of the types of information that the Company regards as confidential and which should be treated with particular care.

4 GENERAL RULES REGARDING COMMUNICATIONS AND EMAIL

- 4.1 All communications, including email, should reflect the highest professional standards at all times. In particular, all staff must:
 - 4.1.1 Keep messages brief and to the point;
 - 4.1.2 Ensure the spelling and grammar are carefully checked before sending;
 - 4.1.3 Ensure that all emails sent from the Company include the current disclaimer wording;
 - 4.1.4 Ensure that an appropriate heading is inserted in the subject field; and
 - 4.1.5 Double 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 the Company or a client/customer.
- 4.2 Staff must not send messages from another person's email address (unless authorised in the proper performance of their duties) or under an assumed name.

- 4.3 Staff must not send offensive, demeaning, disruptive or defamatory messages or images by any method. This includes, but is not limited to, messages or images inconsistent with the Company's Equality Policy and Anti-Harassment and Bullying Policy and any sexist or racist material or any material which could be offensive on the grounds of a person's disability, age, sexual orientation, gender or religion or belief.
- 4.4 Staff must not place on the system or send any message or image which could be regarded as personal, potentially offensive or frivolous to any recipient or to any other person (even if not sent to them).
- 4.5 If any individual receives any communication containing material that is offensive or inappropriate to the office environment, the individual must delete it immediately. Under no circumstances should such communication be forwarded either internally or externally, other than internally to a Director in order to report a breach of this policy.
- 4.6 Staff should not transmit anything in an email or other communication that they would not be comfortable writing (or someone else reading) in a letter. Emails leave a retrievable record and, even when deleted, can remain on both the individual's computer and on the Company's back-up system. Emails can be recovered and used as evidence in court proceedings and/or reviewed by regulators. Electronic messages are admissible as evidence in legal proceedings and have been used successfully in libel and discrimination cases.
- 4.7 Staff must not create congestion on the Company's systems by sending trivial messages or 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.
- 4.8 Staff must use a Company email address for sending and receiving work-related emails and must not use their own personal email accounts to send or receive emails for the purposes of the Company's business. Staff must not send (inside or outside work) any message in the Company's name unless it is for an authorised, work-related purpose.
- 4.9 Staff must not send unsolicited commercial emails to persons with whom the individual does not have a prior relationship without the express permission of the relevant manager.
- 4.10 Communications must not provide references, recommendations or endorsements for any third party, unless expressly authorised by a Director.
- 4.11 Emails will be stored in the relevant folder on the Company's server in accordance with the Company's Records Retention Policy, after which they will be permanently deleted. Any customer-related emails should be stored in the relevant folder on the Company's server.

5 PASSWORDS AND SECURITY

- 5.1 Each individual is personally responsible for the security of all equipment allocated to or used by them. An individual must not allow equipment allocated to that person to be used by any other person other than in accordance with this policy.
- 5.2 Each individual must use passwords on all IT equipment allocated to them and must keep any password allocated to them confidential. All employees must comply with the Information Security Policy.

- 5.3 No individual may use another person's username and/or password to access the Company's systems, nor may any individual allow any other person to use their password(s). If it is anticipated that someone may need access to an individual's confidential files in their absence, that individual 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.
- 5.4 All staff must log out of the Company's system or lock their computer when leaving their desk for any period of time. All staff must log out of their computer at the end of the working day.
- 5.5 Further details of the Company's password policy can be found in the Information Security Policy in this Handbook.

6 CONTACT LISTS

- 6.1 Lists of contacts compiled by staff during the course of their employment and stored on the Company's email system and/or other Company database(s) (irrespective of how they are accessed) belong to the Company. Such lists may not be copied or removed by staff for use outside their employment or after their employment ends.

7 SYSTEMS AND DATA SECURITY

- 7.1 Be vigilant when using the Company's email system. Computer viruses are often sent by email and can cause significant damage to the Company's information systems. Be particularly cautious in relation to unsolicited email from unknown sources.
- 7.2 If any individual suspects that an email may contain a virus, they should not reply to it, open any attachments to it or click on any links in it and must contact a Director immediately for advice.
- 7.3 No individual may download or install software from external sources. If it is absolutely essential for the fulfilment of an employee's duties, the individual must seek permission from a Director.
- 7.4 No personal computer, mobile phone, tablet computer, USB storage device or other device is permitted to be connected to the Company's systems or network without express prior permission from a Director. Any permitted equipment must have up-to-date anti-virus software installed on it and the Company may inspect such equipment in order to verify this.
- 7.5 Staff must not access or attempt to access any password-protected or restricted parts of the Company's systems for which they are not an authorised user.
- 7.6 All staff must inform a Director or senior manager immediately if they suspect their computer may have a virus and must not use the computer again until informed it is safe to do so.
- 7.7 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.

8 THE INTERNET

- 8.1 Access to the internet during working time is primarily for matters relating to your work duties and employment. Reasonable, limited personal use of the internet is permitted in accordance with paragraph 9.
- 8.2 Any unauthorised use of the internet is strictly prohibited. Unauthorised use includes (but is not limited to):

- 8.2.1 creating, viewing, accessing any webpage or posting, transmitting or downloading any image, file or other information 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 the Company or to our clients/customers;
 - 8.2.2 engaging in computer hacking and/or other related activities; and
 - 8.2.3 attempting to disable or compromise security of information contained on the Company's systems or those of a third party.
- 8.3 Staff are reminded that activities outlined in section 8.2 may also constitute a criminal offence.
- 8.4 Postings placed on the internet may display the Company's address. For this reason staff should make certain before posting information that the information reflects the standards and policies of the Company. Under no circumstances should information of a confidential or sensitive nature be placed on the internet. Staff must not use the Company's name in any internet posting (inside or outside work) unless it is for a work-related purpose.
- 8.5 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. Staff must not act in such a way as to breach copyright or the licensing conditions of any internet site or computer program.
- 8.6 Staff must not commit the Company to any form of contract through the internet without the express permission of their manager unless it is part of their job description to do so.
- 8.7 Subscriptions to news groups, mailing lists and social networking websites are permitted only when the subscription is for a work-related purpose. Any other subscriptions are prohibited.
- 8.8 The Company may block or restrict access to any website at its discretion.

9 PERSONAL USE OF OUR SYSTEMS

- 9.1 Reasonable personal use of the Company's systems to send personal email, browse the internet and make personal telephone calls is allowed provided that it does not interfere with the performance of any individual's duties and the terms of this policy are strictly adhered to. The Company reserves the right, at our absolute discretion, to withdraw this privilege at any time and/or to restrict access for personal use.
- 9.2 Personal use must meet these conditions (in addition to those set out elsewhere in this policy):
- 9.2.1 Personal use must be minimal (both in terms of time spent and frequency) and reasonable and must take place exclusively outside normal working hours, i.e., during lunch or other breaks, or before and after work;
 - 9.2.2 Personal emails must be labelled 'Personal' in the subject header;
 - 9.2.3 Personal use must not affect the job performance of any member of staff or otherwise interfere with the Company's business; and
 - 9.2.4 It must not commit the Company to any marginal costs. Charges for personal telephone calls over a certain amount each month must be reimbursed to the Company. The Company's telephone system may not be used for premium

rate or international calls unless expressly authorised by the individual's manager.

10 USE OF MOBILE PHONES

- 10.1 On no account should Company data of any kind be stored on personal mobile phones or any other devices.
- 10.2 Excessive use of personal mobile phones, or company landline phones for personal reasons, can interfere with an employee's productivity and be distracting for others. Employees should restrict their personal calls during work time by only using their mobile phones during scheduled breaks or lunch periods.
- 10.3 Employees are asked to ensure that family and relevant parties (for example, childcare facilities and schools), understand the Company mobile phone policy and have the office main switch number as an alternative number should an employee need to be contacted during business hours.
- 10.4 The Company will not be liable for the theft, loss of, or damage to personal mobile phones brought into the workplace by employees.
- 10.5 The Company reserves the right to monitor an employee's mobile phone usage within the workplace at any time. Disciplinary action may be initiated by management if it is deemed that an employee's usage of personal mobile phones is inappropriate or impacting on an employee's performance in the workplace.

11 MONITORING

- 11.1 The Company's systems enable us to monitor telephone (including mobile telephone), email, voicemail, internet and other communications. Any individual's use (including personal use) of our systems may be monitored for business reasons in order to carry out our obligations as an employer and in order to monitor compliance with the terms of this policy.
- 11.2 The Company reserves the right to monitor, intercept, retrieve and read the contents of any internal or external email or other communication to listen to or record any telephone conversation or to check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the Company's business, including for these purposes (the list is not exhaustive):
 - 11.2.1 Monitoring and record keeping to establish facts.
 - 11.2.2 To establish compliance with regulatory or self-regulatory procedures.
 - 11.2.3 To prevent, detect or investigate alleged crime or wrongdoing.
 - 11.2.4 To investigate or detect the unauthorised use of the Company's systems or to ascertain compliance with the Company's policies, practices or procedures (including this policy).
 - 11.2.5 To locate and retrieve lost messages or files.
 - 11.2.6 To check whether communications are relevant to the business (for example when an individual is absent due to sickness or holiday); and/or
 - 11.2.7 To comply with any legal obligation.
- 11.3 The Company reserves the right to read any employee's emails in order to check for business emails while they are absent or out of the office. The Company may also access any employee's voicemail to check for business calls while they are absent or

out of the office. It may therefore be unavoidable that some personal messages will be read or heard.

12 PROHIBITED USE AND BREACH OF THIS POLICY

- 12.1 The Company considers this policy to be extremely important. Any breach of the policy will be dealt with under the Company's *Disciplinary Procedure*. In certain circumstances, breach of this policy may be considered gross misconduct resulting in immediate termination of employment or engagement without notice or payment in lieu of notice. In addition, or as an alternative, the Company may withdraw an individual's internet and/or email access.
- 12.2 Examples of matters that will usually be treated as gross misconduct include (this list is not exhaustive):
 - 12.2.1 Unauthorised use of the internet as outlined in paragraph 8.2 above;
 - 12.2.2 Creating, transmitting or otherwise publishing any false and defamatory statement about any person or company / organisation.
 - 12.2.3 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 the Company's Equality Policy and our Anti-Harassment and Bullying Policy.
 - 12.2.4 Accessing, transmitting or downloading any confidential information about the Company and/or any of our staff and/or client or customers, except where authorised in the proper performance of your duties.
 - 12.2.5 Accessing, transmitting or downloading unauthorised software; and
 - 12.2.6 Viewing, accessing, transmitting or downloading any material in breach of copyright.

13 REVIEW AND TRAINING

- 13.1 The Directors are responsible for this policy.
- 13.2 The Company will monitor the effectiveness of this policy to ensure it is working in practice and will review and update this policy as and when necessary. The Company will provide information and / or training on any changes made as required.

SOCIAL MEDIA POLICY

A) PURPOSE

1. The purpose of this policy is to minimise the risks to our business through use of social media. This policy applies to the use of all forms of social media, including all social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.
2. This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

B) COMPLIANCE WITH RELATED POLICIES AND AGREEMENTS

Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, you are prohibited from using social media to:

- (a) Breach our Email, Internet & Communications Policy.
 - (b) Breach any obligations we may have with respect to the rules of relevant regulatory bodies.
 - (c) Breach any obligations contained in those policies relating to confidentiality.
 - (d) Breach our Disciplinary Procedure or Rules.
 - (e) Harass or bully other staff in any way.
 - (f) Unlawfully discriminate against other staff or third parties or otherwise breach our Equality Policy and / or Anti-Harassment and Bullying Policy.
 - (g) Breach our Data protection policy (for example, never disclose personal information about a colleague online); or
 - (h) Breach any other laws or regulatory requirements.
2. Staff should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the company and create legal liability for both the author of the reference and the company.
 3. Staff who breach any of the above policies will be subject to disciplinary action up to and including termination of employment.

C) PERSONAL USE OF SOCIAL MEDIA

Employees are not allowed to access social media from our company's computers or devices at any time. This includes computers or devices distributed by our Company for work purposes. We understand that employees may wish to use their own

computers or devices to access social media while they are at work. Employees must limit their use of social media on their own equipment to their official rest breaks such as their lunch break/times.

D) PROHIBITED USE

1. You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.
3. You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
3. You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.
4. You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.
5. The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

E) BUSINESS USE

The use of social media for business purposes is subject to the remainder of this policy.

F) GUIDELINES FOR RESPONSIBLE USE OF SOCIAL MEDIA

1. You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address.
2. Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.
3. If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you are authorised to speak on our behalf as set out in Paragraph 6.3). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.
4. If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your line manager.

5. If you see social media content that disparages or reflects poorly on us, you should contact your line manager.

G) MONITORING

1. We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, for legitimate business purposes which include ascertaining and demonstrating that expected standards are being met by those using the systems and for the detection and investigation of unauthorised use of the systems (including where this is necessary to prevent or detect crime).
2. For further information, see our Email, Internet & Communications Policy which is available in this Staff Handbook.

H) BREACH OF THIS POLICY

1. Breach of this policy may result in disciplinary action up to and including dismissal. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation.
2. You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

DATA PROTECTION POLICY

You must read this policy because it gives important information about:

- The data protection principles with which the Company must comply;
- What is meant by personal information (or data) and sensitive personal information (or data);
- How we gather, use and (ultimately) delete personal information and sensitive personal information in accordance with the data protection principles;
- Where more detailed privacy information can be found, e.g., about the personal information we gather and use about you, how it is used, stored and transferred, for what purposes, the steps taken to keep that information secure and for how long it is kept;
- Your rights and obligations in relation to data protection; and
- The consequences of failure to comply with this policy.

1 INTRODUCTION

- 1.1 The Company obtains, keeps and uses personal information (also referred to as data) about job applicants and about current and former employees, temporary and agency workers, contractors, interns, volunteers and apprentices for a number of specific lawful purposes, as set out in the Company's Data Protection Privacy Notices.
- 1.2 This policy sets out how we comply with our data protection obligations and seek to protect personal information relating to our workforce. Its purpose is also to ensure that staff understand and comply with the rules governing the collection, use and deletion of personal information to which they may have access in the course of their work.
- 1.3 We are committed to complying with our data protection obligations, and to being concise, clear and transparent about how we obtain and use personal information relating to our workforce, and how (and when) we delete that information once it is no longer required.
- 1.4 The Directors are responsible for data protection compliance within the Company. If you have any questions or comments about the content of this policy or if you need further information, you should contact a Director.

2 SCOPE

- 2.1 This policy applies to the personal information of job applicants and current and former staff, including employees, temporary and agency workers, interns, volunteers and apprentices.
- 2.2 Staff should refer to the Company's Data Protection Privacy Notice and, where appropriate, to its other relevant policies including the Email, Internet and Communications Policy, Information Security Policy and Records Retention Policy, which contain further information regarding the protection of personal information in those contexts.
- 2.3 We will review and update this policy annually in accordance with our data protection obligations. It does not form part of any employee's contract of employment and we may amend, update or supplement it from time to time. We will circulate any new or modified policy to staff when it is adopted.

3 DEFINITIONS

Criminal Records Information	Means personal information relating to criminal convictions and offences, allegations, proceedings, and related security measures;
Data Breach	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal information;
Data Subject	Means the individual to whom the personal information relates;
Personal Information	(sometimes known as personal data) Means information relating to an individual who can be identified (directly or indirectly) from that information;
Processing Information	Means obtaining, recording, organising, storing, amending, retrieving, disclosing and/or destroying information, or using or doing anything with it;
Pseudonymised	Means the process by which personal information is processed in such a way that it cannot be used to identify an individual without the use of additional information, which is kept separately and subject to technical and organisational measures to ensure that the personal information cannot be attributed to an identifiable individual;
Sensitive Personal Information	(sometimes known as ‘special categories of personal data’ or ‘sensitive personal data’) Means personal information about an individual’s race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership (or non-membership), genetics information, biometric information (where used to identify an individual) and information concerning an individual’s health, sex life or sexual orientation.

4 DATA PROTECTION PRINCIPLES

- 4.1 The Company will comply with the following data protection principles when processing personal information:
- 4.1.1 We will process personal information lawfully, fairly and in a transparent manner.
 - 4.1.2 We will collect personal information for specified, explicit and legitimate purposes only, and will not process it in a way that is incompatible with those legitimate purposes;
 - 4.1.3 We will only process the personal information that is adequate, relevant and necessary for the relevant purposes.
 - 4.1.4 We will keep accurate and up to date personal information and take reasonable steps to ensure that any inaccurate personal information is deleted or corrected without delay.
 - 4.1.5 We will keep personal information in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the information is processed; and

- 4.1.6 we will take appropriate technical and organisational measures to ensure that personal information is kept secure and protected against unauthorised or unlawful processing, and against accidental loss, destruction or damage.

5 BASIS FOR PROCESSING PERSONAL INFORMATION

- 5.1 In relation to any processing activity we will, before the processing starts for the first time, and then regularly while it continues:

- 5.1.1 Review the purposes of the particular processing activity, and select the most appropriate lawful basis (or bases) for that processing, i.e.:

- (a) That the data subject has consented to the processing.
- (b) That the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract.
- (c) That the processing is necessary for compliance with a legal obligation to which the Company is subject.
- (d) That the processing is necessary for the protection of the vital interests of the data subject or another natural person; or
- (e) That the processing is necessary for the purposes of legitimate interests of the Company or a third party, except where those interests are overridden by the interests of fundamental rights and freedoms of the data subject—see clause 5.2 below.

- 5.1.2 Except where the processing is based on consent, satisfy ourselves that the processing is necessary for the purpose of the relevant lawful basis (i.e. that there is no other reasonable way to achieve that purpose).

- 5.1.3 Document our decision as to which lawful basis applies, to help demonstrate our compliance with the data protection principles.

- 5.1.4 Include information about both the purposes of the processing and the lawful basis for it in our relevant privacy notice(s).

- 5.1.5 Where sensitive personal information is processed, also identify a lawful special condition for processing that information (see paragraph 6.2.2 below), and document it; and

- 5.1.6 Where criminal offence information is processed, also identify a lawful condition for processing that information, and document it.

- 5.2 When determining whether the Company's legitimate interests are the most appropriate basis for lawful processing, we will:

- 5.2.1 Conduct a legitimate interest's assessment (LIA) and keep a record of it, to ensure that we can justify our decision.

- 5.2.2 If the LIA identifies a significant privacy impact, consider whether we also need to conduct a data protection impact assessment (DPIA).

Keep the LIA under review, and repeat it if circumstances change; and

- 5.2.3 Include information about our legitimate interests in our relevant privacy notice(s).

6 SENSITIVE PERSONAL INFORMATION

- 6.1 Sensitive personal information is sometimes referred to as 'special categories of personal data' or 'sensitive personal data'.

- 6.2 The Company may from time to time need to process sensitive personal information. We will only process sensitive personal information if:
- 6.2.1 we have a lawful basis for doing so as set out in paragraph 5.1.1 above, e.g. it is necessary for the performance of the employment contract, to comply with the Company's legal obligations or for the purposes of the Company's legitimate interests; and
 - 6.2.2 one of the special conditions for processing sensitive personal information applies, e.g.:
 - (a) The data subject has given explicit consent;
 - (b) the processing is necessary for the purposes of exercising the employment law rights or obligations of the Company or the data subject.
 - (c) The processing is necessary to protect the data subject's vital interests, and the data subject is physically incapable of giving consent.
 - (d) Processing relates to personal data which are manifestly made public by the data subject.
 - (e) The processing is necessary for the establishment, exercise or defence of legal claims; or
 - (f) The processing is necessary for reasons of substantial public interest.
- 6.3 Before processing any sensitive personal information, staff must notify a Director of the proposed processing, in order that they may assess whether the processing complies with the criteria noted above.
- 6.4 Sensitive personal information will not be processed until:
- 6.4.1 The assessment referred to in paragraph 6.3 has taken place; and
 - 6.4.2 The individual has been properly informed (by way of a privacy notice or otherwise) of the nature of the processing, the purposes for which it is being carried out and the legal basis for it.
- 6.5 The Company will not carry out automated decision-making (including profiling) based on any individual's sensitive personal information.
- 6.6 The Company's *Data Protection Privacy Notice* sets out the types of sensitive personal information that the Company processes, what it is used for and the lawful basis for the processing.
- 6.7 In relation to sensitive personal information, the Company will comply with the procedures set out in paragraphs 6.8 and 6.9 below to make sure that it complies with the data protection principles set out in paragraph 4 above.
- 6.8 **DURING THE RECRUITMENT PROCESS** - The Company will ensure that (except where the law permits otherwise):
- 6.8.1 During the short-listing, interview and decision-making stages, no questions are asked relating to sensitive personal information, e.g. race or ethnic origin, trade union membership or health.
 - 6.8.2 If sensitive personal information is received, e.g. the applicant provides it without being asked for it within their CV or during the interview, no record is kept of it and any reference to it is immediately deleted or redacted.

- 6.8.3 Any completed equal opportunities monitoring form is kept separate from the individual's application form, and not be seen by the person shortlisting, interviewing or making the recruitment decision.
- 6.8.4 'right to work' checks are carried out before an offer of employment is made unconditional, and not during the earlier short-listing, interview or decision-making stages.
- 6.8.5 We will only ask health questions once an offer of employment has been made.

6.9 DURING EMPLOYMENT - The Company will process:

- 6.9.1 Health information for the purposes of administering sick pay, keeping sickness absence records, monitoring staff attendance and facilitating employment-related health and sickness benefits.
- 6.9.2 Sensitive personal information for the purposes of equal opportunities monitoring and pay equality reporting. Where possible, this information will be anonymised; and
- 6.9.3 Trade union membership information for the purposes of staff administration and administering 'check off'.

7 DATA PROTECTION IMPACT ASSESSMENTS (DPIA's)

- 7.1 Where processing is likely to result in a high risk to an individual's data protection rights (e.g. where the Company is planning to use a new form of technology), we will, before commencing the processing, carry out a DPIA to assess:
 - 7.1.1 Whether the processing is necessary and proportionate in relation to its purpose.
 - 7.1.2 The risks to individuals; and
 - 7.1.3 What measures can be put in place to address those risks and protect personal information.
- 7.2 Before any new form of technology is introduced, the manager responsible should therefore contact the Group Finance Director in order that a DPIA can be carried out.
- 7.3 During the course of any DPIA, the Company will seek the advice of an appropriate expert, where necessary, and the views of employees and any other relevant stakeholders.

8 DOCUMENTATION AND RECORDS

- 8.1 We will keep written records of processing activities which are high risk, i.e. which may result in a risk to individuals' rights and freedoms or involve sensitive personal information or criminal records information, including:
 - 8.1.1 The name and details of the Company;
 - 8.1.2 The purposes of the processing;
 - 8.1.3 A description of the categories of individuals and categories of personal data;
 - 8.1.4 Categories of recipients of personal data;
 - 8.1.5 Where possible, retention schedules; and
 - 8.1.6 Where possible, a description of technical and organisational security measures.

- 8.2 As part of our record of processing activities we document, or link to documentation, on:
 - 8.2.1 Information required for privacy notices.
 - 8.2.2 Records of consent.
 - 8.2.3 Controller-processor contracts.
 - 8.2.4 The location of personal information.
 - 8.2.5 DPIAs; and
 - 8.2.6 Records of data breaches.
- 8.3 If we process sensitive personal information or criminal records information, we will keep written records of:
 - 8.3.1 The relevant purpose(s) for which the processing takes place, including (where required) why it is necessary for that purpose.
 - 8.3.2 The lawful basis for our processing; and
 - 8.3.3 Whether we retain and erase the personal information in accordance with our policy document and, if not, the reasons for not following our policy.
- 8.4 We will conduct regular reviews of the personal information we process and update our documentation accordingly. This may include:
 - 8.4.1 Carrying out information audits to find out what personal information the Company holds.
 - 8.4.2 Distributing questionnaires and talking to staff across the Company to get a more complete picture of our processing activities; and
 - 8.4.3 Reviewing our policies, procedures, contracts and agreements to address areas such as retention, security and data sharing.
- 8.5 We document our processing activities in electronic form so we can add, remove and amend information easily.

9 PRIVACY NOTICE

- 9.1 The Company may issue privacy notices from time to time, informing you about the personal information that we collect and hold relating to you, how you can expect your personal information to be used and for what purposes.
- 9.2 We will take appropriate measures to provide information in privacy notices in a concise, transparent, intelligible and easily accessible form, using clear and plain language.

10 INDIVIDUAL RIGHTS

- 10.1 You (in common with other data subjects) have the following rights in relation to your personal information:
 - 10.1.1 To be informed about how, why and on what basis that information is processed—see the Company’s Data Protection Privacy Notice.
 - 10.1.2 To have data corrected if it is inaccurate or incomplete.
 - 10.1.3 To have data erased if it is no longer necessary for the purpose for which it was originally collected/processed, or if there are no overriding legitimate

grounds for the processing (this is sometimes known as ‘the right to be forgotten’).

10.1.4 To restrict the processing of personal information where the accuracy of the information is contested, or the processing is unlawful (but you do not want the data to be erased), or where the Company no longer needs the personal information but you require the data to establish, exercise or defend a legal claim; and

10.1.5 To restrict the processing of personal information temporarily where you do not think it is accurate (and the Company is verifying whether it is accurate), or where you have objected to the processing (and the Company is considering whether the organisation’s legitimate grounds override your interests).

10.2 If you wish to exercise any of the rights in the above paragraphs, please contact the Accounts department.

11 INDIVIDUAL OBLIGATIONS

11.1 Individuals are responsible for helping the Company keep their personal information up to date. You should let the Accounts department know in writing if the information you have provided to the Company changes, for example if you move house or change details of the bank or building society account to which you are paid.

11.2 You may have access to the personal information of other members of staff, suppliers and clients of the Company in the course of your employment or engagement. If so, the Company expects you to help meet its data protection obligations to those individuals. For example, you should be aware that they may also enjoy the rights set out in paragraph 10.1 above.

11.3 If you have access to personal information, you must:

11.3.1 Only access the personal information that you have authority to access, and only for authorised purposes;

11.3.2 Only allow other Company staff to access personal information if they have appropriate authorisation;

11.3.3 Only allow individuals who are not Company staff to access personal information if you have specific authority to do so in writing from the Finance Director;

11.3.4 Keep personal information secure (e.g. by complying with rules on access to premises, computer access, password protection and secure file storage and destruction and other precautions set out in the Company’s *Information Security Policy*);

11.3.5 Not remove personal information, or devices containing personal information (or which can be used to access it), from the Company’s premises unless appropriate security measures are in place (such as anonymisation, pseudonymisation, encryption or password protection) to secure the information and the device; and

11.3.6 Not store personal information on local drives or on personal devices.

11.4 You should contact the Operations Director if you are concerned or suspect that one of the following has taken place (or is taking place or likely to take place).

- 11.4.1 Processing of personal data without a lawful basis for its processing or, in the case of sensitive personal information, without one of the conditions in paragraph 6.2.2 being met;
- 11.4.2 Any data breach as set out in paragraph 14.1 below;
- 11.4.3 Access to personal information without the proper authorisation;
- 11.4.4 Personal information not kept or deleted securely;
- 11.4.5 Removal of personal information, or devices containing personal information (or which can be used to access it), from the Company's premises without appropriate security measures being in place;
- 11.4.6 Any other breach of this policy or of any of the data protection principles set out in paragraph 4.1 above.

12 INFORMATION SECURITY

- 12.1 The Company will use appropriate technical and organisational measures in accordance with the Company's Information Security Policy to keep personal information secure, and in particular to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage. These may include:
 - 12.1.1 Making sure that, where possible, personal information is pseudonymised, anonymised or encrypted.
 - 12.1.2 Ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
 - 12.1.3 Ensuring that, in the event of a physical or technical incident, availability and access to personal information can be restored in a timely manner; and
 - 12.1.4 A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 12.2 Where the Company uses external organisations to process personal information on its behalf, additional security arrangements need to be implemented in contracts with those organisations to safeguard the security of personal information. In particular, contracts with external organisations must provide that:
 - 12.2.1 The organisation may act only on the written instructions of the Company.
 - 12.2.2 Those processing the data are subject to a duty of confidence.
 - 12.2.3 Appropriate measures are taken to ensure the security of processing.
 - 12.2.4 Sub-contractors are only engaged with the prior consent of the Company and under a written contract.
 - 12.2.5 The organisation will assist the Company in providing subject access and allowing individuals to exercise their rights in relation to data protection.
 - 12.2.6 The organisation will assist the Company in meeting its obligations in relation to the security of processing, the notification of data breaches and data protection impact assessments.
 - 12.2.7 The organisation will delete or return all personal information to the Company as requested at the end of the contract; and
 - 12.2.8 The organisation will submit to audits and inspections, provide the Company with whatever information it needs to ensure that they are both meeting their

data protection obligations, and tell the Company immediately if it is asked to do something infringing data protection law.

- 12.3 Before any new agreement involving the processing of personal information by an external organisation is entered into, or an existing agreement is altered, the relevant staff must seek approval of its terms by the Operations Director.

13 STORAGE AND RETENTION OF PERSONAL INFORMATION

- 13.1 Personal information (and sensitive personal information) will be kept securely in accordance with the Company's Information Security Policy.
- 13.2 Personal information (and sensitive personal information) should not be retained for any longer than necessary. The length of time over which data should be retained will depend upon the circumstances, including the reasons why the personal information was obtained. Staff should follow the Company's guidelines relating to the retention of records. Where there is any uncertainty, staff should consult the Finance Director.
- 13.3 Personal information (and sensitive personal information) that is no longer required will be deleted permanently from our information systems and any hard copies will be destroyed securely.

14 DATA BREACHES

- 14.1 A data breach may take many different forms, for example:
- 14.1.1 Loss or theft of data or equipment on which personal information is stored.
 - 14.1.2 Unauthorised access to or use of personal information either by a member of staff or third party.
 - 14.1.3 Loss of data resulting from an equipment or systems (including hardware and software) failure.
 - 14.1.4 Human error, such as accidental deletion or alteration of data.
 - 14.1.5 Unforeseen circumstances, such as a fire or flood.
 - 14.1.6 Deliberate attacks on IT systems, such as hacking, viruses or phishing scams; and
 - 14.1.7 'blagging' offences, where information is obtained by deceiving the organisation which holds it.
- 14.2 The Company will:
- 14.2.1 Make the required report of a data breach to the Information Commissioner's Office without undue delay and, where possible within 72 hours of becoming aware of it, if it is likely to result in a risk to the rights and freedoms of individuals; and
 - 14.2.2 Notify the affected individuals if a data breach is likely to result in a high risk to their rights and freedoms and notification is required by law.

15 INTERNATIONAL TRANSFERS

- 15.1 The Company will not transfer personal information outside the European Economic Area (EEA), which comprises the countries in the European Union and Iceland, Liechtenstein and Norway.

16 TRAINING

The Company where required will ensure that staff are adequately trained regarding their data protection responsibilities. Individuals whose roles require regular access to personal information, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

17 CONSEQUENCES OF FAILING TO COMPLY

17.1 The Company takes compliance with this policy very seriously. Failure to comply with the policy:

17.1.1 Puts at risk the individuals whose personal information is being processed; and

17.1.2 Carries the risk of significant civil and criminal sanctions for the individual and the Company; and

17.1.3 May, in some circumstances, amount to a criminal offence by the individual.

17.2 Because of the importance of this policy, an employee's 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. If a non-employee breaches this policy, they may have their contract terminated with immediate effect.

17.3 If you have any questions or concerns about anything in this policy, do not hesitate to contact the Operations Director.

INFORMATION SECURITY POLICY

1 INTRODUCTION

- 1.1 The Company is committed to the highest standards of information security and treats confidentiality and data security extremely seriously.
- 1.2 The purpose of this policy is to:
 - 1.2.1 Protect against potential breaches of confidentiality.
 - 1.2.2 Ensure all our information assets and IT facilities are protected against damage, loss or misuse.
 - 1.2.3 Support our Data Protection Policy in ensuring all staff are aware of and comply with UK law and our own procedures applying to the processing of data; and
 - 1.2.4 Increase awareness and understanding in the Company of the requirements of information security and the responsibility of staff to protect the confidentiality and integrity of the information that they themselves handle.
- 1.3 The Directors are responsible for the monitoring and implementation of this policy. If you have any questions about the content of this policy or other comments you should contact the Operations Director.

2 SCOPE

- 2.1 The information covered by the policy includes all written, spoken and electronic information held, used or transmitted by or on behalf of the Company, in whatever media. This includes information held on computer systems, hand-held devices, phones, paper records, and information transmitted orally.
- 2.2 This policy applies to all staff, which for these purposes includes employees, temporary and agency workers, other contractors, interns and volunteers.
- 2.3 All staff must be familiar with this policy and comply with its terms.
- 2.4 This policy supplements the Company's other policies relating to data protection, internet, email and communications and document retention.
- 2.5 This policy does not form part of any employee's contract of employment and the Company may supplement or amend this policy by additional policies and guidelines from time to time. Any new or modified policy will be circulated to staff before being adopted.

3 GENERAL PRINCIPLES

- 3.1 All Company information must be treated as commercially valuable and be protected from loss, theft, misuse or inappropriate access or disclosure.
- 3.2 Staff should discuss with line managers the appropriate security arrangements which are appropriate and in place for the type of information they access in the course of their work.
- 3.3 Staff should ensure they attend any information security training they are invited to unless otherwise agreed by line managers.
- 3.4 Information is owned by the Company and not by any individual or team.
- 3.5 Company information must only be used in connection with work being carried out for the Company and not for other commercial or personal purposes.

4 INFORMATION MANAGEMENT

- 4.1 Information gathered should not be excessive and should be adequate, relevant, accurate and up to date for the purposes for which it is to be used by the Company.
- 4.2 Information will be kept for no longer than is necessary in accordance with the Company's Records Retention Policy. All confidential material that requires disposal must be shredded or, in the case of electronic material, securely destroyed, as soon as the need for its retention has passed.

5 HUMAN RESOURCES INFORMATION

- 5.1 Given the internal confidentiality of personnel files, access to such information is limited to the Accounts department. Except as provided in individual roles, other staff are not authorised to access that information.
- 5.2 Any staff member in a management or supervisory role must keep personnel information confidential.
- 5.3 Staff may ask to see their personnel files in accordance with the relevant provisions of the Data Protection Act 2018.

6 ACCESS TO OFFICES AND INFORMATION

- 6.1 Office doors must be kept secure at all times and visitors must not be given keys or access codes.
- 6.2 Documents containing confidential information and equipment displaying confidential information should be positioned in a way to avoid them being viewed by people passing by, e.g. through office windows.
- 6.3 Visitors should be required to sign in at reception, accompanied at all times and never be left alone in areas where they could have access to confidential information.
- 6.4 Wherever possible, visitors should be seen in meeting rooms. If it is necessary for a member of staff to meet with visitors in an office or other room which contains Company information, then steps should be taken to ensure that no confidential information is visible.
- 6.5 At the end of each day, or when desks are unoccupied, all paper documents, backup systems and devices containing confidential information must be securely locked away.

7 COMPUTERS AND IT

- 7.1 Use password protection and encryption where available on Company systems to maintain confidentiality.
- 7.2 Computers and other electronic devices must be password protected. Passwords should not be written down or given to others. For further details see section 8 below.
- 7.3 Computers and other electronic devices should be locked when not in use to minimise the risk of accidental loss or disclosure.
- 7.4 Confidential information must not be copied onto floppy disk, removable hard drive, CD or DVD or memory stick/ thumb drive.
- 7.5 All electronic data must be securely backed up at the end of each working day.
- 7.6 Staff should ensure they do not introduce viruses or malicious code on to Company systems. Software should not be installed or downloaded from the internet.

8 PASSWORD POLICY

- 8.1 Employees have to access a variety of IT resources, including computers and other hardware devices, data storage systems, and other accounts. Passwords are a key part of the Company's IT strategy to make sure only authorised people can access those resources and data.
- 8.2 All employees who have access to any of those resources are responsible for choosing strong passwords and protecting their log-in information from unauthorised people.
- 8.3** The purpose of this policy is to make sure the Company's resources and data receive adequate password protection. The policy covers all employees who are responsible for one or more accounts or have access to any resource that requires a password.
- 8.4 All passwords should be reasonably complex and difficult for unauthorised people to guess. Employees should choose passwords that are at least ten characters long and contain a combination of upper- and lower-case letters, numbers, and punctuation marks and other special characters. These requirements will be enforced with software when possible.
- 8.5 In addition to meeting those requirements, employees should also use common sense when choosing passwords. They must avoid basic combinations that are easy to crack. For instance, choices like "password," "password1" and "Pa\$\$w0rd" are equally bad from a security perspective.
- 8.6 A password should be unique, with meaning only to the employee who chooses it. That means dictionary words, common phrases and even names should be avoided. One recommended method to choosing a strong password that is still easy to remember: Pick a phrase, take its initials and replace some of those letters with numbers and other characters and mix up the capitalization. For example, the phrase "This may be one way to remember" can become "TmBOWTr!".
- 8.7 Employees must choose unique passwords for all of their company accounts, and may not use a password that they are already using for any other account, including a personal account.
- 8.8 If the security of a password is in doubt— for example, if it appears that an unauthorised person has logged in to the account — the password must be changed immediately and the Accounts department should be informed.
- 8.9 Default passwords — such as those created for new employees when they start or those that protect new systems when they're initially set up — must be changed as quickly as possible.

PROTECTING PASSWORDS

- 8.10 Employees:
- 8.10.1 May never share their passwords with anyone else in the company, including co-workers, managers, administrative assistants, IT staff members, etc. Everyone who needs access to a system will be given their own unique password.
- 8.10.2 May never share their passwords with any outside parties, including those claiming to be representatives of a business partner with a legitimate need to access a system.

8.10.3 Should take steps to avoid phishing scams and other attempts by hackers to steal passwords and other sensitive information. **All employees will receive training on how to recognise these attacks.**

8.10.4 Must refrain from writing passwords down and keeping them at their workstations. See above for advice on creating memorable but secure passwords.

8.10.5 May not use password managers or other tools to help store and remember passwords without IT's permission.

9 COMMUNICATIONS AND TRANSFER

9.1 Staff should be careful about maintaining confidentiality when speaking in public places.

9.2 Confidential information should be marked 'confidential' and circulated only to those who need to know the information in the course of their work for the Company.

9.3 Confidential information must not be removed from the Company's offices without permission from a Director except where that removal is temporary and necessary.

9.4 In the limited circumstances when confidential information is permitted to be removed from the Company's offices, all reasonable steps must be taken to ensure that the integrity of the information and confidentiality are maintained. Staff must ensure that confidential information is:

9.4.1 Not transported in see-through or other un-secured bags or cases.

9.4.2 Not read in public places (e.g. waiting rooms, cafes, trains); and

9.4.3 Not left unattended or in any place where it is at risk (e.g. in conference rooms, car boots, cafes).

9.5 Postal and email addresses and numbers should be checked and verified before information is sent to them. Particular care should be taken with email addresses where auto-complete features may have inserted incorrect addresses.

9.6 All sensitive or particularly confidential information should be encrypted before being sent by email or be sent by recorded delivery.

10 REMOTE WORKING

10.1 Staff should not take confidential or other information home without the permission of a Director and only do so where satisfied appropriate technical and practical measures are in place within the home to maintain the continued security and confidentiality of that information.

10.2 In the limited circumstances in which staff are permitted to take Company information home or where staff are permitted to work from home regularly, staff must ensure that:

10.2.1 Staff take reasonable care of work-related information and company property when travelling to or from home.

10.2.2 confidential information must be kept in a secure and locked environment where it cannot be accessed by family members or visitors; and

10.2.3 all confidential material that requires disposal must be shredded or, in the case of electronic material, securely destroyed, as soon as any need for its retention has passed.

- 10.2.4 Where devices are provided or authorised for viewing or accessing data remotely, devices should be locked when unattended or when family members or visitors may see information.
- 10.3 Staff should not store confidential information on home computers (PCs, laptops or tablets).
- 10.4 Staff must not have meetings in their home with customers and must not give customers their home address or personal telephone number.
- 11 TRANSFER TO THIRD PARTIES**
 - 11.1 Third parties should only be used to process Company information in circumstances where written agreements are in place ensuring that those service providers offer appropriate confidentiality, information security and data protection undertakings.
 - 11.2 Staff involved in setting up new arrangements with third parties or altering existing arrangements should consult a Director for more information.
- 12 OVERSEAS TRANSFER**
 - 12.1 There are restrictions on international transfers of personal data. Staff must not transfer personal data internationally at all.
- 13 REPORTING BREACHES**
 - 13.1 All staff have an obligation to report actual or potential data protection compliance failures to a Director. This allows the Company to:
 - 13.1.1 Investigate the failure and take remedial steps if necessary; and
 - 13.1.2 Make any applicable notifications.
- 14 CONSEQUENCES OF FAILING TO COMPLY**
 - 14.1 The Company takes compliance with this policy very seriously. Failure to comply puts both staff and the Company at risk. The importance of this policy means that failure to comply with any requirement may lead to disciplinary action, which may result in dismissal.
 - 14.2 Staff with any questions or concerns about anything in this policy should not hesitate to contact the Operations Director.

CORPORATE SOCIAL RESPONSIBILITY POLICY

DEFINITION

Corporate Social Responsibility (CSR) is a concept whereby a company recognises that its business operations and processes may have an impact on social, economic, and environmental issues outside of the workplace. It also represents a commitment to ensuring and maintaining socially responsible behaviour in a company.

OBJECTIVE

We seek to sustain a business that is successful and respected in its ethical standing by our stakeholders. These include customers, clients, investors, regulators, suppliers, and the community. We embrace the role our business plays on a day-to-day basis in contributing to a better society.

POLICY

We are aware that the running of our business will, in many ways, affect our place of work, the community and the wider environment in which we operate. We believe that the way we run our business can and should make a positive difference in these areas and we aim to ensure that continued efforts are made to achieve that.

Our corporate social responsibilities are identifiable in the following areas:

ENVIRONMENT

With regard to the business' impact upon the environment, we are committed, amongst other initiatives, to:

- Efficient printing, including only printing when absolutely necessary, using recycled materials where possible and turning off printers when not in use.
- Reducing the amount of waste produced by the business.
- Ensuring that water/electricity is used responsibly by our staff.
- Recycling materials as extensively as possible.
- Using technology to lessen the need for travel.
- Using public transport or electric vehicles wherever possible when travelling is unavoidable.
- Appointing an Energy Champion to promote and encourage energy saving measures throughout the business and provide regular updates on progress.

CHARITABLE/COMMUNITY WORK

Our company is keen to support and become involved in community initiatives and charitable work. We do this in the form of sponsorship, donations to national and local charities which may be suggested by our staff, and the funding of community projects. Every suggestion is given due consideration.

EDUCATION

We recognise the importance of education in our community and supporting individuals during this process is key to advancement. We actively encourage our

employees to take up training courses, often funded by ourselves, and we offer a number of work experience placements in partnership with local schools.

OUR EMPLOYEES

Involvement: We keep our staff fully informed of our policies and procedures and we encourage them to share their ideas with us on both internal processes affecting them, and the way our service is provided to customers/clients. We maintain an open and honest approach to all of our communications.

EQUAL OPPORTUNITIES

We are committed to providing an environment of equal opportunities for all members of our workforce. No account of any of the protected characteristics set out in the Equality Act 2010 shall be taken to a detrimental effect in any decision involving recruitment, promotion, provision of facilities etc. See our Equality Policy for more detail in this regard.

BUSINESS PARTNERSHIPS

We will strive to engage with local suppliers and businesses where possible to meet the business' operational needs, in order to support businesses within our area and decrease our carbon footprint.

In respect of our entire CSR initiative, we expect no lesser standards from our suppliers and business partners.

ONGOING COMMITMENT

We are fully committed to the principle of CSR and aim to ensure that no relevant policy decisions are made within the business, without first evaluating the potential CSR impact.

WHISTLEBLOWING POLICY

1 PURPOSE AND SCOPE

- 1.1** All organisations face the risk of things going wrong or of unknowingly harbouring malpractice. The Company believes it has a duty to identify such situations and take the appropriate measures to remedy the situation. By encouraging a culture of openness within our organisation the Company believes it can help prevent malpractice – prevention is better than cure. That is the aim of this policy. This policy applies to all employees of the Company and to other workers within the Company including agency workers, casual workers, volunteers, interns, consultants, self-employed workers and home workers.
- 1.2** By encouraging a culture of openness, the Company wants to encourage employees and workers to raise issues which concern them at work. They may be worried that by reporting such issues they will be opening themselves up to detrimental treatment, or risking their job security; that is quite understandable but is not the case - all staff have statutory protection if they raise concerns in the right way. This policy is designed to give staff that opportunity and protection. Provided they are acting in good faith, it does not matter if they are mistaken. There is no question of employees having to prove anything about the allegation they are making but they must reasonably believe that the information they have tends to show some malpractice.
- 1.3** If there is anything which employees think the Company should know about, they should use the procedure outlined in this policy. By knowing about malpractice at an early stage the Company stands a good chance of taking the necessary steps to safeguard the interests of all staff and protect the company. In short, employees should not hesitate to 'blow the whistle' on malpractice. Note: This policy is not the procedure for general grievances. If an employee has a complaint about their own personal circumstances, then they should use the normal grievance procedure. If

an employee has concerns about malpractice within the company, then they should use the procedure outlined in this policy.

1.4 The kinds of malpractice covered by this policy are:

1.4.1 Criminal offences;

1.4.2 Miscarriages of justice;

1.4.3 Danger to the health and safety of any individual;

1.4.4 Damage to the environment;

1.4.5 Breach of any legal obligation;

1.4.6 Deliberately concealing any of the above.

2 OUR GUARANTEE

2.1 The Company is committed to this policy. If an employee uses this policy to raise a concern in good faith the Company gives them its assurance that they will not suffer any form of retribution or detrimental treatment. The Company will treat their concern seriously and act according to this policy. They will not be asked to prove anything about the allegation they raise but they must reasonably believe that the information they have tends to show some malpractice. If an employee asks for a matter to be treated in confidence the Company will respect their request and only make disclosures to third parties or other staff with their consent.

2.2 If an employee is concerned about any form of malpractice, they should normally first raise the issue with their line manager. There is no special procedure for doing this — they can tell that person about the problem or put it in writing if they prefer.

2.3 If they feel they cannot tell their line manager, for whatever reason, they should raise the issue with a Director.

2.4 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this

policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

- 2.5** We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

3 How the Company will respond

- 3.1** After an employee has raised a concern, the Company will decide how to respond in a responsible and appropriate manner under this policy. 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. The Company will endeavour to complete investigations within a reasonable time.

- 3.2** The Company will keep the employee informed of the progress of the investigation carried out and when it is completed. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.

- 3.3** The Company will not be able to inform them of any matters which would infringe the duty of confidentiality owed to others.

- 3.4** If we conclude that a whistleblower has made false allegations maliciously, the whistleblower will be subject to disciplinary action.

4 CONFIDENTIALITY

- 4.1** We hope that staff will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every

effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

- 4.2 We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to a Director and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt, you can seek advice from Protect, the independent whistleblowing charity, who offer a confidential helpline. Their contact details are at the end of this policy.

5 IF YOU ARE NOT SATISFIED

- 5.1 While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy, you can help us to achieve this.
- 5.2 If you are not happy with the way in which your concern has been handled, you can raise it with the other key contacts. Alternatively, you may contact the Operations Director or our external auditors.

6 RAISING YOUR CONCERN EXTERNALLY (exceptional cases)

- 6.1 The main purpose of this policy is to give the employee the opportunity and protection they need to raise concerns internally. The Company would expect that in almost all cases raising concerns internally would be the most appropriate action for them to take.
- 6.2 However, if for whatever reason, they feel they cannot raise their concerns internally and they reasonably believe the information and any allegations are substantially true, they can consider raising the matter with the Health & Safety Executive (0845 300 9923) or other external body.
- 6.3 Caution: If an employee has good reasons for not using the internal or regulatory disclosure procedures described above, they may consider making wider disclosure

by reporting the matter to the police or to the media, for example. However, whistleblowers who make wider disclosures of this type will only be protected (from dismissal or suffering detrimental treatment) in certain circumstances. The Company recommends that employees take legal advice before following this course of action since we believe it will be in employees' own interests to do so.

- 6.4** We strongly encourage you to seek advice before reporting a concern to anyone external. The independent whistleblowing charity, Protect, operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern. Their contact details are:

Helpline: 0203 117 2520

E-mail: info@protect-advice.org.uk

Website: <https://protect-advice.org.uk/contact-protect-advice-line/>

- 6.5** Those using the procedure outlined in this policy to raise a concern in good faith are assured that they will not suffer any form of retribution or detrimental treatment. Any person who victimises a bona fide whistleblower will be liable to disciplinary action. To ensure the protection of all our employees, those who maliciously make a false allegation will also be liable to disciplinary action.

- 6.6** If you have any questions about the application of this policy, please contact the Operations Director and Company Secretary.

PROTECTION AND SUPPORT FOR WHISTELBLOWERS

- 7.1** It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 7.2** Whistleblowers must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform a Director immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.

7.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action.

ANTI-BRIBERY AND CORRUPTION POLICY

Bribery and corruption remain a major issue in world trade, despite the many dedicated efforts to prevent them. Our legal obligations are set out in the Bribery Act 2010.

That Act affects us, as a UK company, if bribery occurs anywhere in our business.

Corruption and bribery are very damaging to the societies in which they occur. They divert money and other resources from those who need them most. They hinder economic and social development. They damage business, not least by increasing the cost of goods and services.

We run our business with integrity. All of us must work together to ensure that they remain untainted by bribery or corruption. This policy is the core of that effort. The board of Directors are fully committed to ensure adherence to this policy. But we need the full support of you all, our people, to make it work. In all our interests, we rely on you to give it that support.

If you have any questions on this policy, please contact the Operations Director.

1. INTRODUCTION

This policy demonstrates that the Company does not tolerate or endorse bribery or affiliated behaviour under the Bribery Act 2010, and as such we may rely on this document as a defence under s.7(2) of the Bribery Act 2010 should any charges be made against you (our employee or agent) under the Bribery Act).

This policy sets out the steps all of us must take to prevent bribery and corruption in our business and to comply with relevant legislation and the Company's requirements.

2. WHAT ARE BRIBERY AND CORRUPTION?

Corruption is the misuse of office or power for private gain. Bribery is a form of corruption. It means:

- Giving or receiving money, gifts, meals, entertainment or anything else of value.
- As an inducement to a person to do something which is dishonest or illegal.
- In the course of doing business.

In other words, bribery is designed to make a person act wrongly to secure an advantage for the giver.

3. WHO CAN BE INVOLVED IN BRIBERY AND IN WHAT CIRCUMSTANCES

Bribery and corruption may be committed by:

- 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.
- Even our customers (for example, they might try to induce one of our people to give them more favourable terms or to promote their products/services).

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.

4. THE LEGAL POSITION ON BRIBERY

Bribery and corruption are criminal offences in most countries where we do business. UK-incorporated companies, including ourselves, are subject to the Bribery Act 2010. Under the Act, it is illegal:

- To pay or offer to pay a bribe.
- To receive or agree to receive a bribe.
- To bribe a foreign public official.
- For a commercial organisation, to fail to have adequate procedures in place to prevent bribery.

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. Nor does it matter whether the act is done directly or indirectly.

5. OUR POSITION ON BRIBERY

Our position is simple: we conduct our business to the highest legal and ethical standards. We will not be party to corruption, bribery, dishonesty, or dishonourable behaviour in any form. Such acts damage our reputation and expose us, and our employees, to the risk of fines and imprisonment. We take a zero-tolerance approach to bribery and corruption by our people and our third-party representatives.

Bribery may be more widespread in some countries, and business sectors, than others. In some cases, you may be told that unless we pay bribes, we will not win business or be able to complete contracts. That does not matter. If we were to be involved in even one instance of bribery, we would have shown that we engage in such conduct. We do not.

We also point out that bribery is not tolerated by the Financial Services Authority and if you commit an act of bribery, you will be reported to the FSA and this may result in personal fines, public censure or even being struck off the FSA approved persons register.

Any acts of bribery or breaches of this policy will be dealt with under the Company's disciplinary procedure which may result in your dismissal.

6. RISKS OF NOT ACTING WITH INTEGRITY

Involvement in bribery or corruption carries many risks. Among them are:

- A company which pays — or accepts — bribes is not in control of its business and is at risk of blackmail.
- The UK Bribery Act is one of the widest-ranging pieces of legislation in the field. It covers any corrupt act by a UK company (or by a foreign company trading here) wherever it occurs.
- If the Company is found guilty of bribery — or even of failing to have adequate procedures in place to prevent bribery — it will be subject to large fines.
- Any person guilty of bribery will be subject to fines and/or imprisonment (up to 10 years under the Bribery Act).
- A public exposure, or even allegation, of bribery would entail severe reputational damage. Banking or supply facilities might be withdrawn or be available on much less favourable terms, and we could be blacklisted as an approved tenderer for both public and private sector contracts.
- The cost of our insurance cover could increase very significantly.
- Any person found guilty of bribery may be struck off the FSA Approved Persons Register; and
- Good people will not want to work for us.

7. BENEFITS OF INTEGRITY

Equally, there are very clear benefits to acting with propriety. These include:

- We increase our chances of being selected as a supplier in both the public and private sectors. The supply chain organisations of our large customers cannot deal with us unless we have an effective anti-bribery programme in place.
- We remain in good standing with our banks and our own suppliers and they will want to keep doing business with us.
- A business with high ethical standards is a good place to work. It promotes clear communication and lets us act with confidence.

8. WHAT ARE THE INDICATORS OF BRIBERY?

Common indicators of corruption include those listed below. There may well be others. Examples include:

- **PAYMENTS** - For abnormal amounts (e.g., commission), or made in an unusual way, e.g., what would normally be a single payment is made in stages, through a bank

account never previously used, or in a currency or via a country which has no connection with the transaction.

- **PROCESS** - Bypassed for approval or sign-off of terms or submission of tender documents, payments, or other commercial matters; those whose job it is to monitor commercial processes (e.g., Internal Audit) may be prevented from or hindered in doing so.
- **INDIVIDUALS** - Secretive about certain matters or relationships and/or insist on dealing with them personally. They may make trips at short notice without explanation, or have a more lavish lifestyle than expected.
- **DECISIONS** - Taken for which there is no clear rationale.
- **RECORDS** - Incomplete or missing.

9. WHO IS RESPONSIBLE FOR THIS POLICY?

The Board of Directors has overall responsibility for this policy.

10. AREAS OF SPECIFIC RISK

Certain areas of business are often at higher risk than others. These include:

- **THIRD PARTIES** - We use external parties to help us achieve our business objectives. Whilst that use is important, and in some cases essential, it can involve significant risks. If you have any suspicions or concerns regarding the actions of a third party, these should be reported to the Managing Director who will take appropriate steps to investigate those suspicions.
- **POLITICAL CONTRIBUTIONS** - You should be aware that such contributions can be (or be seen as) bribes in disguise. We do not make donations to political parties. No individual is to make a donation stated to be, or which could be taken to be, on our behalf without the prior approval of the Board. You may, of course, make political donations in a personal capacity but please be sensitive to how such contributions could be perceived, especially by those who are aware of your connection with the Company.
- **CHARITABLE DONATIONS** - Bribes may even be disguised as charitable donations. Again, for that reason, donations we make are approved by resolution of the Board and recorded. Whilst individuals may of course make personal donations to charity, they should not do so on behalf of the Company without prior approval from the Board.

11. EXCEPTIONAL CIRCUMSTANCES

In some circumstances a payment is justifiable. If one of our people is faced with a threat to his or her personal safety or that of another person if a payment is not made, they should pay it without fear of recrimination. In such cases, however, a Director must be contacted as soon as possible, and the payment and the circumstances in which it was made must be fully documented and reported to the Finance Director within five working days.

12. 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.

13. MONITORING

Everyone in the Company must observe this policy. It will count for nothing unless we do. We will monitor it regularly to make sure it is being adhered to. In doing this they act in the interest of our business as a whole, and it is therefore the responsibility of all of us to help them in this.

14. YOUR RESPONSIBILITY

Everyone in the Company is responsible:

- For reading and knowing the contents of this policy.
- For keeping full and accurate records of all cases where bribery is suspected.
- For reporting cases where you know, or have a reasonable suspicion, that bribery has occurred or is likely to occur in our business.

15. 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 our business. We cannot maintain our integrity unless we do that. If you discover or suspect corruption, whether:

- By another member of staff.
- By a third party who represents us.
- By one of our suppliers or competitors.
- Or by anyone else—perhaps even a customer seeking to get better terms from us.

Please report it to your line manager and the Operations Director as soon as possible. If for any reason you cannot do this, please report it to a Director. We will investigate all allegations of corruption immediately. Any disclosure of this sort will be dealt with as confidential so far as is possible and you will not be subjected to any detriment as a result of having disclosed your suspicions in the appropriate way.

16. CONCLUSION

We take this Policy very seriously. Our reputation comes from the way we act. Anyone who pays bribes on our behalf will be subject to disciplinary action which may result in dismissal. Equally, we will not penalise someone who loses business through not paying a bribe.

If in doubt about anything in this policy, do not hesitate to contact, the Operations Director.

ANTI SLAVERY AND HUMAN TRAFFICKING POLICY

1. POLICY STATEMENT

- 1.1 Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery, and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.
- 1.2 We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.
- 1.3 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.
- 1.4 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

2. RESPONSIBILITY FOR THE POLICY

- 2.1 The Board of Directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 2.2 The Management team has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.
- 2.3 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate training on it and the issue of modern slavery in supply chains.

COMPLIANCE WITH THE POLICY

- 2.4 You must ensure that you read, understand, and comply with this policy.

- 2.5 The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 2.6 You must notify the Operations Director as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future.
- 2.7 You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.
- 2.8 If you believe or suspect a breach of this policy has occurred or that it may occur, you must report it in accordance with our Whistleblowing Policy as soon as possible.
- 2.9 If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your manager or the Operations Director.
- 2.10 We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Finance Director immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which can be found in this Employee Handbook.

3. BREACHES OF THIS POLICY

- 3.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 3.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

ALCOHOL AND DRUGS POLICY

1. INTRODUCTION

The purpose of this Policy is to ensure the health and safety and welfare at work of all employees. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of the Company's employees. This policy is applicable to all employees of the Company.

The Operations Director is responsible for monitoring this policy and it shall be regularly reviewed, at least on an annual basis. However, all Managers have a responsibility for ensuring the policy is adhered to throughout the company.

2. DEFINITIONS

For the purpose of this Policy, alcohol abuse is defined as:

"The drinking of intoxicating liquor by an employee, whereby the employee's ability to perform their duties are impaired or their attendance at work is interfered with, or they endangers the safety of others".

Drug abuse is defined as:

"The use of any drug, other than those prescribed as medication (save as where they are being misused), whereby the employee's ability to perform their duties are impaired, or their attendance at work is interfered with, or they endangers the safety of others".

The effects of alcohol and drugs can be numerous:
(Examples given are not an exhaustive list)

- a. Absenteeism e.g., unauthorised absence, lateness, excessive levels of sickness, etc.
- b. Higher accident levels e.g., at work, elsewhere, driving to and from work.
- c. Work performance e.g., difficulty in concentrating, tasks taking more time, making mistakes, etc.

3. THE RULES

- a) The consumption of alcohol on the Company's premises and clients' sites or during working hours, and the possession, use, or distribution of drugs for non-medical purposes on the Company's premises, on clients' sites or during working hours is strictly forbidden.
- b) If an individual is prescribed drugs by their doctor which may affect their ability to perform their work this should be discussed with their line manager.
- c) Employees should be aware that the legal drink-drive limit is 80mg per 100 millilitres of blood. This cannot easily be translated into alcohol units, as it can be affected by a host of factors such as build, gender, and whether food has been eaten. As a very rough indication, 4 units of alcohol for men and 3 for women is all that is required before you are legally unfit to drive. Very little needs to be consumed before someone is legally over

the limit to drive, for example, a standard (175ml) glass of wine is 2 units, a large (250ml) glass of wine is 3 units, a pint of standard lager is 2.3 units, a pint of premium lager is 2.8 units, a single measure of spirits is 1 unit, and a pint of strong cider is 4.7 units.

- d) Employees should also be aware that on average it takes about one hour for your body to process one unit of alcohol. This varies depending on your body size, gender and amount of food in your digestive system. Therefore, if you have, for example, seven pints during a night out it could take as long as 17 or 18 hours to leave your system. Even if you feel fine the day after drinking you could still be over the legal limit to drive when you arrive at work the next morning.
- e) When performance or attendance at work is affected by alcohol or drugs the health and safety of the employee concerned and of others is put at risk. Therefore, if the Company believes you are under the influence of drink, or it believes you have been involved in any drug-related action/offence, you may be subject to disciplinary action and dependent on the circumstances, this may lead to your dismissal.

4. CONFIDENTIALITY

If it comes to the Company's attention that an individual has a drug or alcohol problem it will be treated with the strictest confidence, subject to the provisions of the law.

5. HELP

We recognise that drug or alcohol abuse may be related to a genuine medical condition and, where this is the case, we will assist employees in dealing with the problem.

6. DISCIPLINARY ACTION

Incapacity at work or poor performance caused by alcohol or drugs will, except in exceptional circumstances, be treated as gross misconduct and you will be liable to summary dismissal.

Consuming alcohol on the Company's premises or clients' sites or otherwise being intoxicated at work will, except in exceptional circumstances, be treated as gross misconduct and you will be liable to summary dismissal. .

If you admit there is a problem, the Company reserves the right to suspend you from your employment to allow the Company to decide whether to deal with the matter under the terms of the Company's disciplinary procedure or to require you to undergo treatment and rehabilitation.

If you are offered rehabilitation the Company will determine in consultation with its medical advisor an appropriate period of time during which you will be required to undergo medical treatment. During the period of rehabilitation, the Company will determine whether you are fit to return to work. If you are not judged fit to return to work, you will take leave of absence under the Company's sick leave scheme.

If at any time you disobey an instruction given to you by the Company with regard to the rehabilitation or suffer a relapse during or following treatment the Company reserves the

right to withdraw support and to proceed to deal with the matter under the terms of the Company's disciplinary procedure.

On your return to work after having been declared fit for work by the Company's medical advisor, should there be any recurrence of the original problem or your performance has been impaired by the problem and you can no longer perform at the required level, you will be subject to disciplinary action under the Company's disciplinary procedure.

The Company reserves the right to search you or any of your property held on Company premises at any time if there are reasonable grounds to believe that the prohibition on substances is being or has been infringed.

If you refuse to comply with the search procedures, your refusal will, except in exceptional circumstances, be treated as amounting to gross misconduct and it may entitle the Company to take disciplinary action.

If any individual is found to be in possession of, or dealing, illegal drugs they will immediately be reported to the police.

EXPENSES POLICY

A) ABOUT THIS POLICY

1. The purpose of this policy is to set out our rules on the reimbursement of expenses, including travel, accommodation, and hospitality.
2. This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.
3. This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

B) REIMBURSEMENT OF EXPENSES

1. We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or in breach of this policy may result in disciplinary action.
2. Expenses will only be reimbursed if they are:
 - (a) Submitted to your line manager on the appropriate claim form;
 - (b) Submitted within 28 days of being incurred.
 - (c) Supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
 - (d) Authorised in advance where required.
3. Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account via payroll.
4. Any questions about the reimbursement of expenses should be put to your line manager before you incur the relevant costs.

C) TRAVEL EXPENSES

1. We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable and you should use existing travelcards or season tickets wherever possible. The following are not treated as travel in connection with our business:
 - (a) Travel between your home and usual place of work.
 - (b) Travel which is mainly for your own purposes; and
 - (c) Travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

2. We will reimburse the cost of standard class train travel on submission of a receipt with expenses claim form.
3. We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of staff travelling together. A receipt should be obtained for submission with an expenses claim form.
4. Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Details of the current mileage rates can be obtained from your line manager. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.
5. Air travel. If you are required to travel by plane in the course of your duties, you should discuss travel arrangements with your line manager in advance.
6. We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

D) ACCOMMODATION AND OTHER OVERNIGHT EXPENSES

1. If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with your line manager in advance.
3. We will reimburse your reasonable out-of-pocket expenses for overnight stays for business purposes, agreed prior to your date of travel.

E) ENTERTAINING CLIENTS

1. You may entertain actual or prospective clients only where your proposal and an appropriate budget has been agreed in writing in advance with your line manager. Receipts must be submitted in full with an expenses claim form.
2. You must also ensure that the provision of any such hospitality in the circumstances complies with our Anti-Corruption and Bribery Policy.

MENOPAUSE POLICY

A) ABOUT THIS POLICY

1. We are committed to supporting staff affected by the menopause. We recognise that many members of staff will experience the menopause and that for some the menopause will have an adverse impact on their working lives.
2. This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.
3. Any information you provide to us about your health will be processed in accordance with our Data Protection Policy. We recognise that such data is sensitive and will handle it in a confidential manner.
4. This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

B) WHAT IS THE MENOPAUSE

1. All women will experience the menopause at some point during their life. The menopause can also impact trans and non-binary people who may not identify as female.
2. Most of those who experience the menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.
3. Symptoms can include, but are not limited to, sleeplessness, hot flushes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.
4. The majority of those going through the menopause will experience some symptoms, although everyone is different, and symptoms can fluctuate.
5. The menopause is preceded by the perimenopause, during which the body prepares itself for menopause. The perimenopause can also last several years and can involve similar symptoms to the menopause itself. For the purpose of this policy, any reference to the menopause includes the perimenopause.

C) OPEN CONVERSATIONS

1. Menopause is not just an issue for women. All staff should be aware of the menopause so that they can support those going through it or otherwise affected by it.
2. We encourage an environment in which colleagues can have open conversations about the menopause. We expect all staff to be supportive of colleagues who may be affected by the menopause in the workplace.
3. Anyone affected by the menopause should feel confident to talk to their line manager about their symptoms and the support they may need to reduce the difficulties the menopause can cause them at work.

4. Line managers should be ready to have open conversations with staff about the menopause and what support is available. Such conversations should be treated sensitively, and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

D) RISK ASSESSMENTS

We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those going through the menopause.

E) SUPPORT AND ADJUSTMENTS

1. While many who go through the menopause will be able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work.
2. If you believe that you would benefit from adjustments or other support, you should speak to your line manager in the first instance. If you feel unable to do so you should contact the Accounts Department.
3. Physical adjustments could include temperature control, provisions of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, more frequent rest breaks or changes to work allocation may also be considered. These are examples only and not an exhaustive list.
4. We may refer you to either or both the Occupational Health Department or a doctor nominated by us or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work. Any request for a medical report or examination will be dealt with as set out in our Sickness Absence Management Policy.

FLEXIBLE WORKING POLICY

A) ABOUT THIS POLICY

1. The purpose of this policy is to give eligible employees an opportunity to formally request a change to their working pattern in accordance with the statutory procedure for such requests with the goal of providing equality of opportunity in employment and to developing working practices and policies that support work-life balance. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.
2. No one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.
3. This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.
4. This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers, or interns.

B) FORMS OF FLEXIBLE WORKING

1. Flexible working can incorporate a number of possible changes to working arrangements, such as:
 - (a) reduction or variation of working hours;
 - (b) reduction or variation of the days worked; and/or
 - (c) working from a different location (for example, from home).
2. The possible changes to working arrangements mentioned in Paragraph 1 above may also involve:
 - (a) starting a **job share**;
 - (b) working a set number of hours a year, rather than a week (annualised hours);
 - (c) working from home (whether for all or part of the week);
 - (d) working only during term-time (part-year working);
 - (e) working **compressed hours**; and/or
 - (f) working flexi-time.

C) ELIGIBILITY FOR THE FORMAL RIGHT TO REQUEST PROCEDURE

1. All employees have the statutory right to request flexible working. Under the statutory procedure, you can make two requests in every 12-month period.

D) MAKING A FORMAL FLEXIBLE WORKING REQUEST

1. Any employee interested in flexible working is advised to speak informally with their line manager to discuss their eligibility, the different options, and the effect of their proposed work pattern on colleagues and service delivery, before submitting a formal or informal request.

2. You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.
3. Your application should be submitted to your line manager in good time and ideally at least two months before you would like the changes to take effect. It should:
 - (a) state that it is a flexible working request;
 - (b) explain the reasons for your request, especially if you think our Equality Policy may be relevant, for example, if your request concerns childcare or other family commitments, religious or cultural requirements, or adjustments because of a disability;
 - (c) provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want the changes to take effect;
 - (d) identify the effect the changes to your working pattern will have on the work that you do, that of your colleagues and on service delivery. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application; and
 - (e) provide information and the dates of any previous formal requests for flexible working.
4. In most cases we will need to have a meeting with you before making a decision. In some cases, we may be able to approve your request without a formal meeting, although it will usually be helpful to your line manager to discuss the request with you to ensure it is the best solution.

E) FORMAL REQUEST - CONSULTATION MEETING

1. Where necessary, your line manager will arrange a meeting with you after your application has been submitted. The meeting may also be attended by another appropriate member of staff. You may bring a colleague to the meeting as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you but may not answer questions on your behalf.
2. In most cases, the meeting will be held at your usual place of work. We will try to ensure that the meeting is held at a time and place that is convenient to everyone. The consultation meeting will be held within seven days of receiving your request. However, if this is not possible, you will be informed of the reason for any delay.
3. The consultation meeting is an opportunity for you to explain how the arrangements will benefit you and for us to consider and discuss any alternative flexible working options that may be available and suitable for you and the company. At the consultation meeting, we urge you to be as open as possible about your needs so that we are able to engage in a constructive discussion about what is feasible. Your line manager may suggest starting new working arrangements under an initial trial period to ensure that they meet your needs and those of your team and department.
4. Each request will be considered on a case-by-case basis - agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to their working patterns.

F) FORMAL REQUEST - DECISION

1. We will notify you of the decision in writing as soon as possible.
2. If your request is accepted, or where we propose an alternative to the arrangements you requested, your line manager will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.
3. Unless otherwise agreed (and subject to any agreed trial period) changes to your terms of employment will be permanent.
4. If your line manager needs more time to make a decision, for example, where they need more time to investigate how your request can be accommodated or to consult several members of staff, they will discuss this with you.
5. There will be circumstances where, due to business and operational requirements, we are unable to agree to a request. In these circumstances, your line manager will write to you:
 - (a) Explaining the business reason(s) for turning down your application; and
 - (b) Setting out the appeal procedure.
6. The eight business reasons for which we may reject your request are:
 - (a) The burden of additional costs.
 - (b) Detrimental effect on ability to meet customer demand.
 - (c) Inability to reorganise work among existing staff.
 - (d) Inability to recruit additional staff.
 - (e) Detrimental impact on quality.
 - (f) Detrimental impact on performance.
 - (g) Insufficiency of work during the periods that you propose to work; and
 - (h) Planned changes.

G) FORMAL REQUEST - APPEAL

1. If your request is rejected, you have the right to appeal.
2. Your appeal must:
 - (a) Be in writing and dated.
 - (b) Set out the grounds on which you are appealing; and
 - (c) Be sent to the Operations Director within 14 days of the date on which you received the written rejection of your request.
3. The Appeal Hearing Manager will arrange for a meeting to take place following receipt of your appeal. We will try to hold the meeting at a convenient time for all those attending. You may be accompanied by a colleague of your choice.

4. The appeal meeting will be conducted, where possible, by a more senior manager who has not been previously involved in considering your request.
5. You will be informed in writing of the decision as soon as possible after the appeal meeting.
6. If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.
7. You should be aware that changes to your terms of employment will be permanent.

H) EXTENDING TIME UNDER THE FORMAL PROCEDURE

1. There may be exceptional occasions when it is not possible to complete consideration of your request within the expected time limits. Where an extension of time is agreed with you, your line manager will write to you confirming the extension and the date on which it will end.
2. If you withdraw a formal request for flexible working, you should write to your line manager stating you wish to withdraw your application. Where the employee fails to attend a meeting or appeal meeting on more than one occasion or they refuse to provide reasonable information to allow their application to progress, without reasonable excuse, the Company will treat the application as withdrawn. The Company will confirm the withdrawal of the application to the employee in writing.
3. In such circumstances, your line manager will write to you confirming that the request has been treated as withdrawn.