

Sample Company Ltd

Employee Handbook

20 Queensway
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1 Introduction

1.1 Welcome

Welcome to Propel Technologies.

Every employee of *The Company* will receive access to this handbook, although non-contractual, it should be read in conjunction with your contract of employment.

The handbook has been designed to assist employees understand how *The Company* operates, what our policies and objectives are and the procedures to which we operate. The policies contained in the handbook apply to all our employees. The handbook explains what employees can expect from *The Company* and what *The Company* expects from employees. You are asked to familiarise yourself with it and comply with it at all times. Failure to do so may result in the Disciplinary Procedure being invoked.

The policies detailed in the handbook are regularly reviewed and may be subject to change from time to time. You will be informed when any changes occur.

If having read this material you have any questions or wish to know more about any particular policy please do not hesitate to ask your manager.

1.2 Company Background and Mission Statement

The Company is committed to the long term development of *The Company* by meeting customer needs. We value all our employees and will endeavour to create a safe and positive working environment where all employees are treated with dignity and respect. We recognise the need for flexibility of operations dictated by rapidly changing economic and other conditions. It is our belief that our employees are honest and trustworthy and should be treated with respect and confidence.

1.3 Employment Records

Your Employment Record is very important. It contains all relevant information pertaining to your employment including address, telephone number, emergency contact details, educational attainments etc. It is most important that these records are kept up to date. Please notify *The Company* of any changes that might affect your Employment Record.

1.4 Data Protection

The Company will hold and collect data in relation to you in your employment. This is for the purpose of administration, management, and compliance with applicable laws and regulations. All data will be treated with the utmost

confidentiality.

The Company is committed to:

- Keeping all personal information confidential and secure
- Making sure the information is accurate, up-to-date and as complete as possible
- Removing irrelevant information as necessary

All personal information regarding your employment may be held on computer and also in your personnel file. Copies of any letters, memos, or emails relating to changes in your terms and conditions of employment may also be stored electronically, or on your personnel file.

Information will not be disclosed to any external third party without your consent, except where it is necessary in order to comply with statutory requirements, or where an organisation is acting on behalf of *The Company*. Internally the information may be made available to your manager and/or members of the senior management team, as circumstances dictate. You may, at any time, request access to the information held about you; such requests should be made to your manager and access will be provided within a reasonable period.

2 Company Policies and Procedures

2.1 Disciplinary Procedures

2.1.1 Purpose of Policy

The Company is committed to treating all staff fairly and equitably and to helping employees perform effectively. However, there may be occasions when it will be necessary to invoke Disciplinary Procedures which are designed to protect the interests of both *The Company* and its employees. Each employee's right to natural justice and fair procedures will be upheld at all times.

2.1.2 Scope

This policy applies to all employees, whether full-time, part-time, fixed-term, temporary or permanent. The progressive steps provided for in the policy may be skipped when applied to employees during their probationary period, or in circumstances where it is deemed necessary by *The Company* to do so.

2.1.3 Policy

The Company aims to avoid situations requiring disciplinary action to be taken. An informal procedure is included in this policy in an effort to ensure that where company standards and rules are not being adhered to, an employee's manager/supervisor may raise these issues with the employee concerned in an informal manner, to address the situation and resolve it without initiating disciplinary action.

Where there is a persistent failure on the part of an employee to adhere to the rules and standards of behaviour expected, or where a serious breach of this policy occurs, then disciplinary action may become necessary. Where this situation arises, each case will be treated consistently and reasonably. The employee will be given the opportunity to provide his/her version of events, with mitigating circumstances to be taken into account.

Managers/supervisors will use their best efforts to:

- Ensure that all cases are thoroughly investigated
- Avoid any discrimination
- Prepare carefully and be consistent
- Adhere to this procedure

2.1.4 Offences

Misconduct

Normally, the following list of offences of misconduct will be considered as appropriate reasons for initiating disciplinary action.

- Unauthorised use of *The Company's* assets and equipment.
- Failure to follow the procedures in respect of absence due to sickness or injury.
- Minor breach of the written statement of terms and conditions of employment.
- Minor damage to *The Company* property.
- Minor breach of company rules.
- Failure to follow health and safety procedures.
- Minor failure to observe company policies or procedures.
- Regular unreasonable and/or unexplained absences.
- Poor time keeping.
- Poor job performance.

This list is not exhaustive and all cases will be treated individually.

Gross Misconduct

The following offences are examples of gross misconduct. These examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure. Gross misconduct will result in the initiation of *The Company* disciplinary procedure, and may result in immediate dismissal with or without notice or pay in lieu of notice.

- Divulging or misusing confidential information.
- Theft or unauthorised possession of any property or facilities of *The Company*.
- Failure to adhere to health and safety guidelines resulting in serious consequences.
- Serious insubordination e.g. Refusal to follow reasonable instructions given by those with authority to give such instructions, except where the employee's safety may reasonably be endangered by the instruction.
- Sexual harassment, harassment and/or bullying.
- Serious breach of rules, policies or procedures, especially those designed to ensure safety.
- Consumption of alcohol or drugs, which could affect work performance in any way or have an impact on other employees. Or the possession of illegal drugs at work.
- The manufacture, possession or distribution of any controlled substance in the workplace or on the premises.
- Defrauding or attempting to defraud *The Company*, customers, suppliers or fellow employees.
- Deliberately accessing internet sites containing pornographic, offensive or obscene material.
- Falsification of any company records including reports, accounts, expense claims or self-certification forms.
- Serious damage to company property.
- Violent, dangerous or intimidatory conduct.
- Conviction for, or failure to disclose to *The Company*, any criminal offence which may render the employee unsuitable for employment or perceived as unacceptable to other employees or customers or which is likely to adversely affect *The Company's* interest.

This list is not exhaustive and all cases will be treated individually.

2.1.5 Procedures

The Company's procedure on disciplinary issues is as follows:

2.1.5.1 Informal Counselling

Minor misconduct, poor performance, or minor breaches of rules will normally result in informal counselling or advice being given by the immediate manager/supervisor. If this approach is not successful it may be necessary to use the formal disciplinary procedure.

2.1.5.2 Formal Disciplinary Procedure

This procedure will be used in cases of breaches of the rules or poor performance which have not been remedied by informal counselling. Normally the procedure will follow the stages listed below, although it is acceptable to move immediately to skip initial stages if a case appears sufficiently serious.

From the first formal stage of the disciplinary procedure, employees are advised and have the option to have a colleague/ workplace representative present.

2.1.5.2.1 The Investigation Procedure

Prior to taking the decision to invoke the disciplinary procedure, *The Company* will ensure that the situation has been thoroughly investigated.

This will be a fact finding process and will require the gathering of detailed information. It may necessitate the carrying out of formal interviews and the taking of written statements.

It is an integral part of the process and, on occasions, may require employees to be suspended on full pay, while it is carried out. Suspension on pay, during an investigation, is not considered to be action taken under the disciplinary procedure. It is there to ensure that the investigation procedure is conducted in a fair and reasonable manner.

Equally, the employee has the right to present information in the defence of his/her position, if the decision is taken to invoke the disciplinary procedure.

Once the investigation has been completed, the Manager will inform the employee of the findings and the outcome. Where the decision is taken to invoke the disciplinary procedure then the employee will be informed of the case against them, so they can respond in an informed manner at a disciplinary hearing.

Where the decision is taken not to take disciplinary action, the employee will be counselled where appropriate.

2.1.5.2.2 The Disciplinary Procedure

Where the decision is taken to invoke the disciplinary procedure the following steps will be followed:

Invitation to Disciplinary Hearing

- The Employee will be invited in writing to a formal disciplinary hearing. The date and time of the hearing will be detailed, giving the employee reasonable time to prepare.
- The notice will set out the complaint against the individual and the possible consequence(s) of disciplinary action. Copies of any relevant statements or evidence will also be provided.
- The written invitation will set out the employee's right to be accompanied at the hearing by a colleague or a trade union official. The right to be accompanied does not apply to investigatory meetings although this facility may be extended at *The Company's* discretion.
- If an employee wishes to be accompanied they must inform *The Company* in writing in advance of the hearing.
- If an employee's chosen companion cannot attend on the date proposed, an alternative time and date may be offered as long as it is reasonable.

The Disciplinary Hearing

- At the meeting the case against the employee will be put to them along with any supporting evidence.
- The employee will be given the opportunity to state their case, answer the allegations that have been made, and put forward any supporting evidence they may have. All facts and mitigating circumstances will be discussed.
- The companion may address the hearing, put forward the employee's case, respond to views expressed at the hearing and confer with the employee. However, they may not answer any questions on behalf of the employee.

Following the Meeting

- Management will consider whether or not a disciplinary sanction or any other action is justified, the employee will

be notified of the decision in writing.

- Each written disciplinary sanction will set out the precise nature of the offence, the likely consequence of further offences and, if appropriate, the nature of the improvement required and the time frame in which it is required.
- The written decision will also set out the employee's right to appeal.

Disciplinary Sanction

Verbal Warning

In the case of a minor offence a verbal warning will be issued. The employee will be advised in writing that the verbal warning constitutes the first formal stage of the disciplinary procedure and that a note will be placed on their file. A verbal warning will typically remain in force for a period of 6 months.

Written Warning

For a serious offence or repetition of a minor offence, an employee will be given a written warning. A written warning will typically remain in force for a period of 6 to 12 months.

Final Written Warning

A final written warning will be issued if an offence, whilst falling short of gross misconduct, is viewed as serious enough by *The Company*, or if an employee fails to improve following a written warning. A final written warning will typically remain in force for a period of 12 months.

Dismissal

In a case of gross misconduct or if there is still a failure to improve following all previous stages of the disciplinary procedure, the employee may be dismissed, or some other action short of dismissal may be taken such as demotion, transfer or disciplinary suspension. In instances of gross misconduct, dismissal may be without notice or payment in lieu of notice.

2.1.6 Appeals

Should an employee wish to appeal against a disciplinary sanction, they must submit their appeal in writing within five working days of receipt of *The Company's* decision. Details of whom appeals should be raised to are set out in the Contract of Employment.

The appeal letter should set out the grounds on which the appeal is being made.

Following receipt of an appeal *The Company* will hold an appeal hearing at which the employee will be given the opportunity to state their grounds for appeal.

Employees will have the right to be accompanied at an appeal hearing in line with the provisions set out above.

2.2 Grievance/Dispute Procedures

The Company encourages an open and honest relationship between *The Company* and its employees. Should an employee have a grievance they should follow the procedure set out below. All grievances will be dealt with consistently and fairly having regard to *Company* Policy and custom and practice within *The Company*.

Procedure

Informal Stage

If you have a grievance you should first raise it informally with your immediate manager, or with an alternative manager if the grievance concerns your immediate manager. The matter will be discussed informally and any corrective actions will be agreed. It is hoped that most grievances will be resolved during the informal stage.

Formal Stage

Stage 1

If you feel your grievance has not been resolved you should describe the grievance in a letter to your line manager, or an alternative manager if the grievance concerns your immediate manager, outlining the nature of your grievance and the outcome you are looking for.

Stage 2

A meeting will take place within a reasonable period to discuss your grievance. You may choose to be accompanied at the meeting by a colleague or trade union official. At the meeting you will be given the opportunity to present your case, produce any documents or put forward any suggestions on how the grievance could be resolved. *The Company* will consider any suggestions, but is not bound by them. Where a grievance concerns other employees it may be necessary to talk to these people. This will not happen without the claimant being advised first. If the claimant is not prepared for the grievance to be dealt with in this way it may be difficult for *The Company* to appropriately resolve the issue.

Following the grievance meeting, the decision will be communicated to the employee, in writing, without unreasonable delay, this will normally be within five working days of the meeting. Where appropriate, details of any action to be taken to resolve the grievance will be given, as well as details of the appeals procedure.

Stage 3

If you are not satisfied with the manager's decision, you may appeal within five days, or without unreasonable delay, of having been notified of the decision. The appeal letter should be addressed to a senior manager and should outline the grounds upon which the appeal is being made. An appeal meeting will be held and heard by a senior manager who was not party to the original decision. Where appropriate, *The Company* reserves the right to have an external independent party present at the hearing and to hear the case if necessary. An employee may also choose to be accompanied by a colleague or trade union official.

The Company will inform the employee of its decision following an appeal. The decision will be final and there is no further internal right to appeal.

During the period in which the above procedure is being followed, all employees are expected to co-operate with normal working arrangements as stipulated by *The Company*.

2.3 Bullying and Harassment Policy and Procedure

The Company is committed to the promotion and implementation of all necessary measures to protect the dignity of employees and to encourage respect in the workplace. This will be done by creating a work environment, free from harassment, sexual harassment, bullying and disrespectful behaviour through implementation of effective procedures to deal with any complaints of such conduct as may arise.

This policy aims to ensure that everyone understands the types of behaviours that are unacceptable, their respective responsibilities in ensuring the prevention of unacceptable behaviour and the avenues available to address any difficulties.

The policy covers bullying and harassment in the workplace including cyber-bullying, bullying and harassment outside

the workplace in relation to business trips or social events. Bullying and harassment by employers, employees, and non-employees such as clients, customers and business contacts will not be tolerated and could lead to disciplinary action and other sanctions, for example the suspension of contracts or services, or exclusions from the premises.

It is essential to remember that it is not the intention of the person responsible for the behaviour which is most important in deciding whether harassment, sexual harassment, or bullying has occurred, but whether the incidents are acceptable by normal standards of behaviour.

2.3.1 Harassment, Sexual Harassment and Bullying

2.3.1.1 Harassment

Under the Equality Act 2010, harassment is unlawful. The Act defines harassment as;

“Harassment is unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the individual.”

In particular employees cannot and should not comment on or about, harass, or discriminate against each other on any of the following nine grounds:

- Sex
- Marriage and Civil Partnership
- Pregnancy or Maternity
- Sexual orientation
- Religious belief or lack of religious belief
- Age
- Disability
- Race
- Gender Reassignment

Harassment is normally characterised by more than one incident of unacceptable behaviour however, one incident may constitute as harassment if it is sufficiently serious.

Examples of harassment

The following are examples of inappropriate behaviour, which may constitute harassment. These examples are illustrative but not exhaustive:

- Verbal harassment, e.g. jokes, derogatory comments, ridicule or song
- Written harassment, e.g. faxes, text messages, e-mails or notices
- Physical harassment, e.g. jostling or shoving, unnecessary touching, physical coercion
- Coercion, e.g. pressure for sexual favours (e.g. to get a job or be promoted and pressure to participate in political, religious, or trade union groups etc.)
- Intimidatory harassment, e.g. gestures or threatening poses
- Visual displays, e.g. posters, emblems or badges
- Persistent negative body language
- Non-cooperation or exclusion of a person
- Intrusion, e.g. following, pestering, spying etc.

2.3.1.2 Sexual Harassment

“Sexual harassment is any form of unwanted verbal, non-verbal, or physical conduct of a sexual nature, being conduct which in either case has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person.

Without prejudice to the generality of the above, such unwanted conduct may consist of acts, requests, spoken words, gestures or the production, display or circulation of written words, pictures or other material.”

Sexual harassment may consist of a single incident or repeated inappropriate behaviour. The examples of types of inappropriate behaviour contained in the section on harassment apply in the case of sexual harassment also.

2.3.1.3 Bullying

Bullying is repeated, inappropriate behaviour that is offensive, intimidating, malicious or insulting, or an abuse or misuse of power, which has the purpose, or effect of intimidating, belittling and humiliating the recipient.

Examples of Bullying

- Undermining an individual's right to dignity at work
- Verbal abuse
- Persistent criticism
- Humiliation
- Intimidation
- Victimisation
- Exclusion and isolation
- Intrusion by pestering, spying or stalking
- Repeated unreasonable assignments to duties with impossible deadlines or impossible tasks
- Withholding information or supplying incorrect information

The above list is representative only, not exhaustive, and should not be used as guidance.

Complaints relating to instructions issued by a Manager, assignment of duties, terms and conditions of employment or other matters, which are appropriate for referral under other normal grievance procedures, do not constitute bullying.

Constructive and fair criticism of an employee’s conduct or work performance is not bullying.

2.3.1.4 Lack of Respect

Lack of respect can be shown by direct comments, sarcasm, snide remarks, inappropriate jokes or banter directed towards a colleague. It can also arise where colleagues are ignored, overlooked, avoided or shunned without good reason and in a manner likely to be hurtful or disrespectful. Jokes or comments directed at or referring to a colleague could be thought amusing by others but unpleasant, uncomfortable or hurtful to that colleague.

2.3.2 Procedures

2.3.2.1 Informal Procedure

While in no way diminishing the issue or the effects on individuals, an informal approach can often resolve matters. As a general rule therefore, an attempt should be made to address an allegation of bullying as informally as possible by means of an agreed informal procedure. The objective of this approach is to resolve the difficulty with the minimum of conflict and stress for the individuals involved.

(a) Any employee who believes he or she is being bullied should explain clearly to the respondent(s) that the behaviour in question is unacceptable and unwelcome. In circumstances where the complainant finds it difficult to approach the respondent(s) directly, support can be sought from a work colleague who can accompany the victim when speaking to the harasser or bully or who can discuss various options open to the employee concerned.

(b) A complainant may decide, for whatever reason, to bypass the informal procedure. Choosing not to use the informal procedure should not reflect negatively on a complainant in the formal procedure.

2.3.2.2 Formal Procedure

All allegations of discrimination or bullying or harassment will be dealt with seriously, confidentially and speedily. The Company will not ignore or treat lightly grievances or complaints of bullying or harassment particularly those related to a protected characteristic. Employees and witnesses can be assured that they will not be ridiculed or victimised for making, or assisting a colleague in making a complaint, even if it is not upheld, as long as it is made in good faith. Everyone involved in the investigation, including witnesses will be required to maintain confidentiality.

If an informal approach is inappropriate or if after the informal stage, the bullying persists, the following formal procedures should be invoked:

- The complainant should make a formal complaint in writing to his/her immediate line manager, or if preferred, any member of management. The complaint should give precise details of actual incidents of bullying.
- Initially mediation will always be offered.
- A thorough investigation into the matter will be carried out by an individual who has had no previous involvement in the situation.
- The respondent(s) should be notified in writing that an allegation of bullying has been made against them. They should be given a copy of the complainant's statement and advised that they shall be afforded a fair opportunity to respond to the allegation(s).
- *The Company* will also invite the employee to attend at least one meeting at which their complaint will be discussed. The employee will have the right to be accompanied by a colleague or a trade union official.
- Following completion of the investigation, including the meeting with the employee, the employee will be informed in writing of the outcome and *The Company's* conclusion and decision. The employee will also be notified of their right to appeal.
- If the employee wishes to appeal the decision they must do so in writing to a more senior manager of *The Company* within 5 working days of *The Company's* decision. An appeal meeting will be held at which the employee will be entitled to be accompanied by a colleague or trade union representative.

2.3.2.3 Outcome

Should management decide that the complaint is well founded, the respondent(s) should be given a formal interview to determine an appropriate course of action. Such action could, for example, involve counselling and/or monitoring, or progressing the issue through the disciplinary procedure.

Where a complaint is not sustained, no action will be taken against a complainant provided that the complaint was made in good faith.

In the interest of all employees, any malicious or vexatious complaints will be treated very seriously and may lead to disciplinary action against the complainant.

2.4 Health and Safety Policy

The Company places great emphasis on Health and Safety matters and undertakes to carry out its business in such a way as to ensure, so far as reasonably practicable, the safety, health and welfare of all its employees, visitors and the general public in accordance with The Health and Safety at Work Act 1974. Therefore, every employee must co-operate to enable compliance with all statutory duties. This section is not the Safety Statement, this can be requested from your manager.

The Health and Safety policy requires total commitment from all employees consistent with the following:

- Each individual has a legal obligation to take reasonable care for his or her own health and safety and that of other people who may be affected by his or her acts or omissions at work.
- Familiarising themselves, complying and co-operating with instructions and procedures issued.
- Reporting any serious danger to health and safety to your manager.
- Reporting to your manager any incidents which have or may lead or might have led to injury.

- Co-operating with any investigation to prevent accidents.
- Using equipment or substances in accordance with information or training.

When working with young people (under 18 years of age), consideration should be made for their lack of experience and maturity in regard to their safety.

2.4.1 Principles applying to Health and Safety

- Look where you are going and proceed cautiously, avoid running and rushing – it's better to be safe than sorry.
- Make sure you understand what you are doing before you operate any equipment or machinery, however simple, on your own.
- When lifting and handling, keep your back straight and if the item is too heavy for you to lift on your own, ask for help.
- Clean up - your untidiness or carelessness could cause injury to someone else.
- Wear protective clothing (PPE) including goggles, ear protectors, gloves and boots when appropriate or advised to.
- Do not operate machinery or equipment without taking proper instruction.
- Do not clean any machinery or equipment whilst in motion or without turning it off.
- Do not interfere with any safety equipment or guards on machinery.
- Do not interfere with any electrical wiring in any way.
- Do not obstruct exits and doorways.

2.4.2 Accident Reporting

You have an obligation to report any accident/incident or anything that has come to your attention during the working day that may be unsafe.

If you or your colleague is involved in an accident at work, it must be reported to your manager and appropriately recorded. All accidents, however minor, must be recorded. Accident records are crucial as they give *The Company* the opportunity to investigate the causes and prevent similar accidents happening in the future.

In the event of a serious or notifiable accident or dangerous occurrence, it is essential that *The Company's* safety officer is advised as soon as possible, in order that suitable action is taken.

If you see something which is unsafe and cannot correct it, report it to your manager.

If you have any questions about reporting accidents or safety, please speak to your manager.

2.4.3 Fire

Fire presents significant risk to *The Company*. It can kill or seriously injure employees or visitors and can damage or destroy buildings, equipment and stock. As an employee you must co-operate with *The Company* to ensure the workplace is safe from fire and its effects and you must not do anything which will place yourself or others at risk. You must inform your manager if you discover any significant risk of fire which might affect the safety of others, such as faulty electric cables or loose connections. An employee should never attempt to repair or interfere with electrical equipment or wiring themselves unless they have been trained or authorised to do so. Employees should ensure they know about the fire warning system and how to operate and respond to it.

The following simple points will help to reduce the risk from fire:

- Escape routes must be free from any obstructions.
- Good standards of housekeeping.
- Keep workplaces tidy.
- Regularly remove any combustible waste.

- Keep ignition sources away from combustible material.

2.4.4 First Aid

All employees will be shown the location of first aid boxes and will be given details of designated first aid personnel.

2.4.5 Personal Protective Equipment

Your job may require you to wear personal protective equipment (PPE). Please ensure that you do so at all times that it is required and that it is fit for its intended use. Any deficiencies or damaged equipment must be reported without delay.

2.4.6 Smoke-free Workplace

It is a Company policy that all our workplaces are smoke-free, and all employees have a right to work in a smoke-free environment. Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace. This includes smoking in company vehicles.

The Company does not provide smoking breaks for employees.

This policy applies to all employees, contractors, consultants, temporary workers, customers, visitors, or volunteers.

Failure to comply with the above standards will be dealt with under *The Company's* Disciplinary Procedure.

2.5 Equality Policy

2.5.1 Introduction

The Company is an Equal Opportunities Employer. As such it is committed to Equality of Opportunity for existing and potential employees. The purpose of this Equal Opportunity/Diversity Policy is to create a workplace which provides for Equal Opportunities for all staff and potential staff and where their dignity is protected and respected at all times.

All persons regardless of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religious belief, sex or sexual orientation will be provided with equality of access to employment and also encouraged and assisted to achieve their full potential. We will continue to foster a genuine culture of Equality.

2.5.2 Objectives

The aim of the policy, in terms of employment, is to ensure that no job applicant or employee receives less favourable treatment on any grounds which cannot be shown to be justified. This applies to Recruitment and Selection, Training, Promotion, Pay and Employee Benefits, Employee Grievances and Discipline Procedures and all Terms and Conditions of Employment. *The Company* will review all policies from time to time, to ensure that there is no unlawful discrimination on the grounds of a protected characteristic under the Equality Act 2010.

2.5.3 Responsibilities

The responsibility for ensuring the provision of Equality of Opportunity rests primarily with *The Company* as an employer. Managers and Supervisors have particular responsibility to engender respect for difference and to accommodate diversity where appropriate.

All staff have an important role to play in ensuring Equality of Opportunity throughout *The Company*. It is also recognised that individual employees on behalf of *The Company* have responsibilities in law and are:

1. Required to co-operate with any measures introduced by *The Company* to promote Equal Opportunities.
2. Must not themselves, either directly or indirectly, discriminate against fellow employees or harass or intimidate them in any way.
3. Notify their line manager of suspected discriminatory acts or practices or suspected cases of harassment.

2.5.4 Structures

The Company is committed to ensuring that appropriate arrangements are in place for effective implementation, monitoring and review of the policy.

This policy will be communicated at every level within *The Company*.

2.5.5 Recruitment and Selection

The Company is committed to applying equal opportunities at all stages of recruitment and selection.

Any job advertisements, application forms and publicity material, whether internal or external, will encourage applications from all suitable candidates and will not discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds. The objective is to ensure that all candidates have equality of access to all job vacancies.

The staff responsible for short-listing, interviewing and selecting candidates will be clearly made aware of the equal opportunities policy, and provided with appropriate training where possible. In addition, where possible and practicable, efforts will be made to ensure that interview panels are balanced.

Questions relevant to the job and person specification will be asked consistently of all candidates and answers will be evaluated in the same way. Interviewers will be careful not to ask questions which might be taken as discriminatory.

Selection of new staff will be based on merit and the individual's suitability and ability to do, or to train for, the job in question.

With disabled job applicants, *The Company* will have regard to its duty to make reasonable adjustments to work provisions, criteria and practices or to work premises in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

2.5.6 Career Development and Training

Available opportunities for Career Development and Training will be open to all and will not discriminate directly or indirectly on any of the grounds outlined under the Equality Act 2010. All employees will be provided with every reasonable opportunity to acquire the range of training, skills and experience necessary for their career development.

Opportunities for training and/or promotion will be based on the requirements of the job and career development will be based on people's abilities and merit. *The Company* is committed to a relevant training and career development policy for

all staff irrespective of background.

2.5.7 Equal Pay

The Company is committed to equal pay in employment. It believes its male and female employees should receive equal pay for like work, work rated as equivalent, or work of equal value. In order to achieve this, *The Company* will endeavour to maintain a pay system that is free from bias and based on objective criteria.

2.5.8 Complaints and Redress

All complaints from employees in relation to employment equality or alleged discrimination will be handled in accordance with grievance procedures. Any person who wishes to raise issues concerning alleged discrimination or unfairness should do so in the first instance by contacting their line manager.

The Company is committed to ensuring that all issues concerning alleged breaches of this policy will be dealt with seriously, promptly and with appropriate regard for confidentiality.

2.5.9 Harassment and Bullying

The Company is committed to providing a safe and secure working environment that is free of harassment (including sexual harassment) and bullying and within which all members of staff will be treated with dignity and respect. All employees have an obligation to prevent and eliminate bullying and harassment. A specific Bullying and Harassment policy and procedures is in place.

2.5.10 Review and Monitoring

Progress in the areas of Equal Opportunities and Diversity will be measured through the continuous monitoring of the implementation of the Equal Opportunities/Diversity Strategy. All aspects of this Equality Policy will be monitored and reviewed by *The Company* from time to time.

2.6 Redundancy Policy

It is recognised that circumstances may arise which leave *The Company* with no alternative but to declare redundancies.

Where employees are made redundant, the prime consideration will be to protect the employment of as many people as possible, consistent with maintaining a fully efficient operation. Therefore, selection will be based on retaining key employees required to maintain an efficient operation. In the event of a redundancy situation arising, *The Company* is not bound to a "last in-first out" policy or any other specific policy. Each situation will be treated in line with *The Company's* business requirements based on circumstances at the time. All employees will be treated equally and selection will be carried out in a fair manner against appropriate selection criteria.

Should the need for redundancy arise, appropriate consultation with employees will take place.

2.7 Visitors

To provide for safety and security of employees, visitors, and the facilities at *The Company*, only authorised visitors are allowed in the workplace. Restricting unauthorised visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

2.8 Whistleblowing Policy

2.8.1 Introduction

Whistleblowing is raising a genuine concern about suspected wrong-doing within an organisation.

A Whistleblower is a person who raises a genuine concern in good faith about wrongdoing.

The Company is committed to the highest standards of openness, probity, and accountability. We therefore view it as extremely important to have a mechanism in place to enable staff to voice concerns in a responsible and effective manner.

2.8.2 Scope

This policy has been designed to enable employees of *The Company* to raise concerns internally, and to disclose information which they believe shows malpractice or impropriety without fear. The policy is intended to cover concerns which are in the public interest. Wrongdoing may include, but is not limited to:

- Financial fraud or mismanagement
- Failure to comply with legal, professional or regulatory obligations and requirements
- Criminal activity
- Danger to health and safety or the environment
- Improper conduct or unethical behaviour
- Attempts to conceal any of the above

The policy is not designed to question financial or business decisions taken by *The Company*. Neither should the policy be used for complaints relating to the employee's own personal circumstances, such as the way the employee has been treated at work. The Grievance Procedure or Equal Opportunities and Dignity at Work Policy should be used in these cases.

2.8.3 Protection and Confidentiality

Employees who whistleblow are protected by the Public Disclosure Act 1998 provided the disclosure is made in good faith and with reasonable belief of malpractice or impropriety. *The Company* takes this extremely seriously, no employee who raises a whistleblowing concern will suffer any detrimental treatment as a result of raising a concern in good faith. Detrimental treatment includes dismissal, disciplinary action, threats, or other unfavourable treatment connected with raising a concern. If employees feel they have suffered any such treatment, they should raise it formally through the Grievance Procedure.

Staff must not threaten or retaliate against whistleblowers in any way. Anyone involved in such conduct will be subject to disciplinary action.

The Company will make every effort to treat all disclosures in a confidential and sensitive manner. However, *The Company* does not encourage staff to make disclosures anonymously. Proper investigating may be more difficult or impossible if we cannot obtain further information from the employee. It is also more difficult to establish whether any allegations are credible and have been made in good faith.

If an employee is in any doubt they can seek advice from the **Public Concern at Work**, the independent whistleblowing charity, who offer a confidential helpline. Their contact details are:

- Helpline: 020 7404 6609
- Email: whistle@pcaw.co.uk
- Website: www.pcaw.co.uk

2.8.4 Raising a Whistleblowing Concern

The Company hopes that in many cases the employee will be able to raise any concerns with the employee's line manager. However, if the employee would prefer not to raise it with them for any reason they should contact a Senior Manager. The employee may make the disclosure in person or put the matter in writing if they prefer.

All complaints will be fully investigated by an appropriate Senior Manager with relevant experience of investigations who is not connected with the case. The whistleblower may be asked to attend a meeting to discuss the concern. The employee may be accompanied by a colleague or trade union official, the companion must respect the confidentiality of the employee's disclosure and any subsequent investigation.

The Company will endeavour to keep the employee updated on the progress of the matter and the outcome of the investigation. The employee should appreciate that it may not always be possible or appropriate to tell them detail of any action, but they will be informed if action is taken.

If it is found that a whistleblower has made false allegations maliciously, in bad faith or with a view to personal gain, the whistleblower will be subject to disciplinary action.

If the employee is not happy with the way in which their concern has been handled, the employee can raise it with another manager or the Chairman of the Board of Directors.

2.8.5 Raising Concerns Externally

An employee should always, in the first instance, raise any concerns internally. It is *The Company's* intention that employees will not find it necessary to alert anyone externally.

However *The Company* accepts that in certain circumstance it may be necessary to raise a concern externally, for example if the employee is not satisfied with an internal response to a disclosure. We strongly encourage employees to seek advice before reporting a concern externally. Employees are encouraged to contact the Public Concern at Work confidential helpline.

The media is not a relevant external body. Employees should not contact the media with allegations about the organisation.

2.9 Anti-Bribery Policy

The Company is committed to conducting all of our business in an honest and ethical manner. We take a zero tolerance approach to bribery and corruption, and we remain bound by the laws of the UK, particularly The Bribery Act 2010, in respect of our business dealings both at home and abroad. This policy establishes controls to ensure the highest ethical

standards and compliance with applicable regulations.

2.9.1 Scope of Policy

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term, or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors or any other person associated with us, or any Group Company or their employees, wherever located.

It is a criminal offence to offer, promise, give, request or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer, if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for contracts and damage to our reputation. We therefore take our legal responsibilities very seriously. Any employee who breaches this policy will face disciplinary action, up to and including dismissal. We also reserve the right to terminate our contractual relationship with other workers if they breach this policy.

2.9.2 What is Prohibited

Bribery and Corruption

Bribery is offering, promising, giving or accepting any financial or other advantage, to persuade the recipient or any other person to act improperly, or to reward them for acting improperly. An advantage includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value. Corruption is the abuse of entrusted power or position for private gain.

Facilitation Payments and Kickbacks

The Company prohibits facilitation payments or kickbacks to be made or accepted.

Facilitation Payments are typically small, unofficial payments made to secure or expedite a routine or necessary action, for example by a government official. Kickbacks are typically payments made in return for a business favour or advantage. All employees must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

If you have any suspicious concerns or queries regarding a payment, you should raise these with your line manager.

Gifts and Hospitality

This policy does not prohibit giving and receiving promotional gifts of low value and normal and appropriate hospitality that are given/received in good faith and not offered, promised or accepted to secure an improper advantage for *The Company* or any of its employees or associated persons. However, in certain circumstances gifts and hospitality may amount to bribery. *The Company* will not provide gifts or hospitality with the intention of persuading anyone to act improperly or to influence a public official in the performance of their duties.

If it is not appropriate to decline a gift of significant value, it may be accepted, provided it is then declared to the employee's manager, it may then be donated to charity.

The Company recognises that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

Political and Charitable Contributions

The Company normally does not make donations to political parties or candidates, however in the unlikely event that such a payment is made, it would never be made in an attempt to influence any decision or gain a business advantage and are always publically disclosed.

We believe that charitable donations can form part of our wider commitment and responsibility to the community. Where donations are made they will not be used as a scheme to conceal bribery and will be made legally and ethically under local laws and practices.

2.9.3 Record Keeping

The Company will keep financial records and have appropriate controls in place. All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts should be prepared and maintained with strict accuracy and completeness.

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to management review. All expenses claims relating to hospitality, or gifts, or expenses incurred to third parties must be submitted in accordance with our expense policy.

2.9.4 Raising a Concern

Employees and associated persons are encouraged to report any concerns that they may have to their line manager, or if this is not appropriate to an alternative senior manager, as soon as possible.

Any person who has reported an instance or concern of bribery in good faith will be supported by *The Company*. *The Company* will ensure that the individual is not subjected to detrimental treatment as a result of raising a bribery concern.

2.9.5 Monitoring and Training

The effectiveness of this policy will be regularly reviewed. Training sessions will be arranged for appropriate individuals where necessary. *The Company* reserves the right to amend and update this policy as required.

3 Terms and Conditions

3.1 Probationary Policy

All new employees are required to satisfactorily complete a probationary period as set out in the Contract of Employment or Statement of Terms of Employment. During this period, performance in doing the job and potential abilities are evaluated to determine suitability for the position and *The Company*. *The Company* will endeavour to ensure that performance is reviewed throughout the probationary period and feedback given. At the end of this probationary period, a formal performance review meeting will be held between the employee and his or her manager and if satisfactory, your position will be confirmed.

The Company reserves the right to extend the probationary period of an employee should this be deemed necessary in order to adequately evaluate the individual's overall suitability.

During the probationary period either party may terminate the contract by giving notice in writing in accordance with the Employment Rights Act 1996. *The Company* reserves the right to terminate employment at its discretion during probation and normal disciplinary procedures will not apply. *The Company* at all times reserves the right to pay you your basic salary in lieu of notice.

3.2 Hours of Work

Normal weekly working hours are set out in your Contract of Employment or Statement of Terms and Conditions.

The way in which you work these hours may be changed from time to time.

You will be given reasonable notice of any change to your hours or requirement to work overtime. Overtime is designed to provide *The Company* with flexibility to meet changing demands on the business. Only employees whose contract of employment deems them eligible for payment for overtime will receive such payments.

The Company will use appropriate means to record attendance. Employees should be at their place of work, ready to start work at normal starting time. *The Company* attaches great importance to punctuality. If an employee is late for work, they must report to their line manager and explain the reason for their lateness before commencing work.

3.3 Breaks and Rest Periods

Under The Working Time Regulations 1998, all employees working in excess of 6 hours per day must take a minimum of a 20 minute break. Details of your break entitlement are set out in your Contract of Employment or Statement of Terms and Conditions.

Your breaks are important so please make sure you take the breaks you are entitled to. If you fail to receive these breaks, please let your manager know. This should be reported within one week of the incident.

It is important that you only take breaks that you are entitled to and that you start and finish your breaks promptly.

With the exception of lunch breaks, you are not permitted on company premises outside your normal working hours unless you have special authorisation from *The Company* or you are participating in recognised activities.

3.4 Absence and Sickness Absence

Notification

Employees absent from work without prior permission must personally notify their line manager, or an alternative manager, within a certain number of hours of their scheduled starting time. This number of hours is specified in the employee's contract of employment. The employee should give details of the reason for their absence and indicate when they believe they will return to work. *The Company* will continuously monitor absence levels. All absences other than certified illness, or pre-approved absences, may be subject to disciplinary action in accordance with the procedures outlined.

Sickness Absence Certification

An employee absent through illness or injury for seven consecutive calendar days or less must complete a self-certification form upon return. Self-certification forms are available from your line manager. Employees are reminded that it is a serious disciplinary offence to provide false information on a self-certification form.

Should the employee's sickness absence be in excess of seven consecutive calendar days should contact their line manager at a minimum on a weekly basis. A doctor's certificate or Fit Note should also be provided.

The employee should have certificates (either self-certification or Fit Note/Doctor's certificates) to cover the entire period of their sickness absence.

For long-term sickness absence or frequent periods of sickness absence, *The Company* may request a medical report from the employee's GP or consultant. *The Company* also reserves the right to have an employee examined by its own appointed medical practitioner. Failure to comply with such a request may result in disciplinary action being taken.

Where a Fit Note is received *The Company* will make every effort to comply with the recommendations.

Return to Work Interview

For all periods of sickness absence of half a day or longer, employees may be requested to attend a "Return to Work Interview". The purpose of the meeting will be to discuss their absence, their fitness to return to work and to establish whether there are any steps which could be taken to assist their return to work.

Persistent short-term sickness absence is, in the absence of any underlying medical condition or other reasonable excuse, a disciplinary matter and will be dealt with in accordance with *The Company's* Disciplinary Procedure.

3.5 Hygiene

The highest standards of hygiene must be maintained at all times. All employees must comply with company requirements with regard to hygiene standards.

3.6 Dress Code

Employees should ensure that they adhere to the highest standards of personal appearance at all times and dress in clothes that are suitable for the work situation. Specific guidelines may be given by your manager from time to time. Where a uniform is required, this should be worn at all times. Any requirements for health and safety should be adhered to at all times.

The Company recognises that members of certain ethnic or religious groups are subject to strict religious or cultural requirements in terms of their clothing and appearance. Subject to necessary health and safety requirements and reasonable business needs, *The Company* will support the dress standards which are in line with the cultural norms of such employees. If the employee is uncertain as to whether a particular item of clothing is acceptable or not, they should speak to their manager.

The Company reserves the right to send an employee home to change their clothing if required. If this happens the employee has no automatic right to be paid for the period of absence from work.

3.7 Alcohol and Drugs

The Company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position. The rules apply during working hours to all employees of *The Company* while they are on company premises or elsewhere on company business.

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on company property is prohibited.
- Being under the influence of illegal drugs, alcohol, or substances of abuse on company property is prohibited.
- In implementing this policy, *The Company* reserves the right to undertake random alcohol and drug tests.

The legal use of prescribed drugs is permitted on the job only if it does not impair performance and if it does not endanger other individuals.

The Company takes this matter extremely seriously, breach of the above rules may be considered as gross misconduct and may result in summary dismissal in accordance with *The Company's* Disciplinary Procedure.

3.8 E-Mail, Internet and Telecommunications Use

Electronic mail enables *The Company* to communicate promptly and efficiently with customers and suppliers. While e-mail brings many benefits to *The Company* in terms of its communications, it also brings risks to *The Company*. For this reason, it is necessary for *The Company* to set down specific rules for the use of e-mail and internet within *The Company*.

Every employee has a responsibility to maintain *The Company's* image, to use electronic resources in a productive manner and to avoid placing *The Company* at risk of legal liability based on their use. Employees must ensure that current Data Protection legislation is not breached, and where a breach occurs that it is reported without delay.

E-mail is not to be used for private purposes and should not be used for any purpose other than company business.

The Company may have access to the internet in order to enable staff to obtain information specific to their role within *The Company*. Employees requiring access to the internet will need the approval of management. Internet connections are intended to support company business. General internet access will only be provided with the permission of your

manager. Use of the internet for private purposes is prohibited without the specific prior approval of an appropriate manager. Under no circumstances can any pornographic internet sites be accessed during working hours or on company equipment.

Employees may not disclose any inappropriate information regarding *The Company* by means of the internet, email or other means.

Employees may not download material which is not required for *The Company's* purposes. Employees must be confident that the download comes from a legitimate source.

All software is the property of *The Company* and should not be misused or copied. Employees must comply with all protocols and directives regarding internet security.

All of the above applies equally to other equipment and technology such as telephones, fax machines and other communication devices.

Access to the organisation's computers must be password protected. Employees are required to use their passwords, and not put in place any process which bypasses the requirement for a password. Passwords must not be stored by the computer.

Employees must ensure that their line manager has a record of their most recent password. This is important to allow their e-mail account to be accessed, if required, during their absence. Passwords must not be disclosed to any other person.

3.9 Monitoring of Internet and Email Use

Emails, the internet and other electronic communications are never entirely secure. *The Company* reserves the right to monitor and/or record the activities of all users on company systems. This may mean that any activity, including emails etc. may be intercepted, analysed and read if necessary. Any such monitoring will be undertaken consistent with current Data Protection legislation. Any employee found to be using the internet or email inappropriately may be subject to the Disciplinary Procedure, up to and including dismissal.

3.10 Confidentiality

Employees are required not to divulge secrets or any information, which is regarded as confidential by *The Company* or any associated companies or their business during or after your employment, except in the proper course of your employment or as required by law.

You may not remove any documents or effects belonging to *The Company* or which contain any confidential information from *The Company's* premises at any time without proper advance authorisation.

You must return to *The Company* upon request and, in any event, upon the termination of your employment, all documents and effects belonging to *The Company* or which contain or refer to any confidential information and which are in your possession or under your control.

3.11 Right to Search

The Company reserves the right to search any employee, their property and vehicles and lockers at any time whilst they

are on or departing from a work location, whether it be on *The Company* premises or elsewhere.

Any searches will be carried out in private by a designated person from *The Company* of the same sex. Either *The Company* or the employee may request a witness to attend. A record of the search will be noted and stored on the employee's file.

Refusal to comply with a search request, without a reasonable excuse, may be deemed misconduct.

3.12 Resignation and Termination

An employee may terminate his/her employment by giving notice as per the terms and conditions outlined in the contract of employment.

Your entitlement to notice from us will be as per the terms and conditions outlined in the contract of employment. Statutory notice will apply where it is greater than contractual notice. Statutory notice is:

- one weeks' notice for employees who have been employed continuously for one month or more, but for less than two years,
- two weeks' notice for employees who have been employed continuously for two years, and one additional weeks' notice for each further complete year of employment, up to a maximum of 12 weeks.

The Company reserves the right to pay the appropriate payment in lieu of notice and may require the employee not to work the notice period.

3.13 Lay-Off/Short-Time

While it is *The Company's* intention to provide continuity of employment, there may be circumstances outside *The Company's* control which may necessitate lay-off, short-time or reduced working hours. *The Company* reserves the right to place you on short-term working or alternatively, to lay you off without pay, other than Statutory Guarantee Pay, if there is no work and no reasonable alternative work for you. *The Company* will give as much notice as is reasonable in the circumstances.

3.14 Exit Interviews

At the end of your employment an exit interview may be conducted with you. The purpose is not only to handle organisational details, but also to find out why an employee is leaving and what *The Company* might do to improve the working environment for the future.

3.15 Company Telephones

The Company's telephones are intended for the purpose of serving our customers and in conducting *The Company's* business. Personal usage during business hours is discouraged except for emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees should inform family members and friends to limit personal telephone calls

during working hours. If an employee is found to be deviating from this policy, he/she may be subject to disciplinary action.

3.16 Application Information

The Company relies upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

3.17 Social Media Policy

The Company recognises the unique opportunities available through social media and is committed to harnessing these opportunities, where possible, to achieve company objectives. This policy aims to ensure *The Company* and its employees build a positive image on social media platforms in a safe, appropriate manner that does not place *The Company* or employees at risk.

Scope of Policy

This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, Pinterest, YouTube, and all other social networking sites as well as other internet postings, including blogs. The policy also extends to future developments in internet capability and social media usage.

The terms of this policy apply to the use of social media by all staff, whether for business or personal purposes, whether during office hours or otherwise, and whether using company IT facilities and equipment or privately owned devices.

The policy should be read in conjunction with other employment policies, particularly equality, bullying and harassment, email and internet, data protection and any confidentiality policies in place. Social media should not be used in a way that breaches any other company policy.

Social Media for Business Purposes

Effective use of social media can positively impact on the performance of *The Company*. Our success on social media is reliant on the responsible, professional interaction of all our employees across all social media platforms.

The Company has a professional presence across a number of social media platforms and continuously looks to maximise our followers and the impact across these platforms. Employees are asked to actively support *The Company* through these mediums. This may include, but is not limited to, liking, sharing or commenting on company posts, or creating content as directed by your line manager from time to time.

If you are required to speak on behalf of the organisation in a social media environment, you must follow all guidelines set by your line manager on this matter. Where employees have been given access to company passwords for social media platforms, they do not have permission to reset or change the passwords.

With regards to recruitment *The Company* may use internet searches to perform due diligence on candidates in the course of recruitment. Where this is done, *The Company* will act in accordance with our data protection and equal opportunities obligations.

Responsible Use of Social Media

Whether posting for professional or personal purposes, employees should always be mindful of what they are posting,

who can see it, and how it can be linked back to the organisation and work colleagues.

Staff must not use or publish information on any social media site, which has the potential to negatively affect the organisation, its staff, clients, suppliers, vendors or any other affiliate or stakeholder. Examples of such behaviour may include:

- Publishing material that is defamatory, abusive or offensive in relation to any of the parties listed above
- Publishing any confidential or business-sensitive information about the organisation
- Publishing material that might have the effect of damaging the reputation or professional standing of the organisation

In addition, the following are guidelines for using social media responsibly and safely:

- If staff mention or comment on the organisation in social media postings, without prior approval from *The Company*, they should make it clear that the views expressed are their own and not those of *The Company*. In such cases, employees should write in the first person and use a personal email address.
- Staff are personally responsible for what they communicate on social media. It should be remembered that on-line content is never completely private, and may be read by parties it was not originally intended for, including *The Company*, future employers or customers.
- Be aware of data protection rules - employees must not post colleagues' details or pictures without the individual's permission. Photographs of company events should not be posted online. Employees must not provide or use their company password for any personal social media platform.
- Employees must seek prior approval from *The Company* before giving recommendations or references about employees, former employees, customers or suppliers on social media sites. Such a recommendation can give the impression that the recommendation is a reference on behalf of the organisation and should therefore be consistent with company standards.
- Be respectful at all times, in both content and tone of what you say. Show respect to your audience, your colleagues, our customers business partners, suppliers and stakeholders. Do not publish any comments or content relating to the organisation or its employees, which would be seen as unacceptable in the workplace.
- All staff are responsible for protecting our business reputation. If you see content on a social media platform that disparages or reflects negatively on our organisation or our stakeholders, you should contact your manager. Do not respond/comment yourself.
- Employees with internet access in the workplace are not permitted to use social media for personal purposes during working hours.

Monitoring

All employees should be aware that *The Company* regularly monitors the internet and social media to keep abreast of general internet commentary, brand presence and industry/customer perceptions. *The Company* does not specifically monitor social media sites for employee content, however employees should not expect privacy in this regard, regardless of whether a personal device has been used.

Policy Compliance

Misuse or abuse of social media can cause significant injury to third parties and can also impact negatively on the credibility of *The Company*. *The Company* therefore takes any misuse or abuse of social media by employees very seriously. Breach of this policy may result in disciplinary action up to and including dismissal. Should an employee breach this policy they will be required to fully cooperate with any investigation which may involve removing certain postings or handing over relevant passwords.

4 Leave and Benefits

4.1 Annual Leave

Annual leave will be as per The Working Time Regulations 1998. Under the Regulations, workers have the right to 5.6 weeks paid leave each year.

Details of employee's paid annual leave entitlement is set out in the employee's contract of employment, as are details of *The Company's* holiday year.

Holidays must be taken in the leave year in which they are due. At management's discretion, an employee may be allowed to carry over days into the following leave year.

Requests for annual leave must be submitted giving as much notice as possible. *The Company* will try to accommodate holiday requests, but the needs of the business may have to take precedence, particularly where inadequate notice is given.

4.2 Maternity Leave

The Maternity Leave Policy complies with statutory requirements.

4.2.1 Notification

You should notify your line manager of your pregnancy as soon as reasonably possible so that any steps necessary to protect your health and safety during pregnancy can be taken.

By the end of the 15th week before the expected week of childbirth (Qualifying Week) the employee must provide the following information in writing to *The Company*:

- The expected week of childbirth (EWC), confirmed by means of MAT B1 Form signed by a medical practitioner,
- The date on which the employee intends to start maternity leave. This date may be changed at a later date if needed, provided the employee gives the employer 28 days notice in writing, or as much as is reasonably practicable.

Once *The Company* receives the written notification the employee will receive a written response within 28 days, confirming their entitlement to maternity leave.

4.2.2 Maternity Leave

Statutory Maternity Leave is 52 weeks made up of 26 Ordinary Maternity Leave (OML) and 26 weeks Additional Maternity Leave (AML).

Maternity Leave can start at any time from 11 weeks before the expected birth. Maternity leave will normally start on which ever date is the earlier of:

- The employee's chosen start date
- The day after the employee gives birth
- The day after any day on which the employee is absent for a pregnancy related reason in the four weeks before the EWC

The first two weeks immediately after the birth are compulsory maternity leave and staff are not allowed to return to work during this period.

4.2.3 Statutory Maternity Pay (SMP)

To qualify for Statutory Maternity Pay (SMP) employees must comply with the notification requirements. They must also have 26 weeks continuous service with *The Company* on the 15th week before the baby is due (Qualifying Week) and must also earn an average weekly amount that is equal or more than the lower limit for National Insurance contributions.

Statutory Maternity Pay is made up as follows:

- The first 6 weeks are paid at 90% of the employee's average weekly earnings. This is the higher rate of SMP
- The next 33 weeks are paid at the lower rate of SMP, set annually by the Government
- the final 13 weeks are unpaid

Individuals with less than 26 weeks service at the Qualifying Week will not be entitled to SMP, however they may be entitled to Maternity Allowance (MA) depending on their recent employment history and earnings record. Individuals should apply for MA directly through Job Centre Plus.

During maternity leave your rights, such as annual leave, are preserved and continue to accrue as normal.

4.2.4 Additional Information

Ante-natal and Post-natal Care

All pregnant employees are entitled to reasonable time off with pay for antenatal care. Except for the first appointment, employees should be able to show evidence that the appointment has been made. Employees should endeavour to give their line manager as much notice as possible of ante-natal appointments and wherever possible try to arrange them as near to the start or end of the working day.

Health and Safety

The Company has a duty to conduct risk assessments on pregnant and breast feeding women and to take measures to avoid exposure to health and safety risks. If the risk assessment reveals that the employee would be exposed to health hazards, *The Company* will take steps as are necessary, this may include altering the employee's duties. If it is not reasonably possible to alter the employee's working environment they may be suspended on maternity grounds, for the remainder of the pregnancy until the commencement of the employee's maternity leave. Unless the employee has unreasonably refused suitable alternative duties, she will be entitled to receive her normal salary and contractual benefits during the period of suspension.

Keeping-In-Touch (KIT) Days

Staff have the option to attend work for up to a maximum of 10 days during their maternity leave. These are known as KIT Days and do not affect maternity leave entitlement. KIT days allow you to attend work to undertake training or participate in certain work activities and are paid at the normal rate of pay. KIT Days are not compulsory and there is no obligation on either party to arrange or agree these.

Returning to Work

The return to work date will be set as 52 weeks after the commencement of maternity leave. Should the employee wish

to return to work before this they must give the employer eight weeks notice in writing outlining the intended return to work date. If the notice is not given *The Company* may delay the return until eight weeks notice has been given, but not later than the end of the 52 weeks maternity leave period.

An employee is entitled to return to the same job on the same terms and conditions if she returns to work either during or at the end of Ordinary Maternity Leave. If the employee returns to work during or at the end of Additional Maternity Leave she is entitled to return to the same job or if this is not reasonably practical, to a similar suitable job under the same terms and conditions.

If an employee decides not to return to work after maternity leave, they must give notice of termination as detailed in their contract of employment.

4.3 Paternity Leave

This policy is in line with statutory requirements. Paternity leave is made up of Ordinary Paternity Leave (OPL) and Additional Paternity Leave (APL). Paternity leave applies if you are a father to be, or will share the responsibility with a partner for bringing up a child. This includes those who are adopting a child.

In order to qualify for Paternity Leave the following criteria must be met:

- You have been employed continuously with *The Company* for 26 weeks by the end of the 15th week before the expected week of childbirth (known as the Qualifying Week). In adoption cases the period is calculated as at the week on which notification of the match with the child is given by the adoption agency.
- You have or expect to have responsibility for the child's upbringing.
- You are either the biological father or the mother's husband/partner (including same sex relationships).

4.3.1 Ordinary Paternity Leave (OPL)

OPL is for two weeks and can be taken as a single block of either one week or two weeks leave. It cannot be taken as odd days or as two separate weeks. OPL can start on any day of the week, as long as the required notice is given, but it must be taken within eight weeks of the actual birth/date of adoption.

Notification of intention to take OPL must be submitted in writing to *The Company* no later than the 15th week before the expected week of childbirth. In adoption cases the employee must give notice no later than seven days after the date on which notification of the match with the child is given by the adoption agency.

You may be entitled to Statutory Paternity Pay which is paid at a rate set annually by the Government.

4.3.2 Additional Paternity Leave (APL)

APL may be taken in addition to OPL. Employees may take between 2 and 26 weeks APL. For eligible employees APL is subject to the following provisions:

- The start date of the leave may be no earlier than 20 weeks following the birth/placement of the child and ends no later than the child's first birthday/anniversary of placement.
- The child's mother must have returned to work after maternity leave before she has taken her full entitlement, but with at least two weeks' of unexpired statutory maternity leave remaining.
- The employee must give *The Company* eight weeks' written notice of their intention to take APL, using Form SC7, available through the HMRC website or from your line manager. The start date of APL can be changed by giving 28 days' notice in writing, or as much as reasonably possible. On receipt of an application for APL *The Company* will respond in writing within 28 days.

Pay during Additional Paternity Leave is known as Additional Statutory Paternity Pay (ASPP). It is paid in conjunction with maternity/adoption pay. Any leave which is taken outside the mother's 39 week SMP, Maternity Allowance or Adoption Pay period is unpaid.

With the exception of pay, all terms and conditions of employment remain intact during ALP, including annual leave accrual.

4.4 Adoptive Leave

The Adoption Policy complies with statutory requirements.

4.4.1 Eligibility and Notice Requirements

To qualify for Adoption Leave and Pay, employees must:

- Be newly matched with a child through an approved adoption agency. Employees are required to submit a "Matching Certificate", provided by the adoption agency
- Have 26 weeks continuous service with *The Company* before the beginning of the week when they are matched with a child (matching week)
- Notify *The Company* of their intention to take Adoption Leave within seven days after the date on which notification of the match with the child is given by the adoption agency. The notice should include the date when the child is expected to be placed, as well as the intended adoption leave start date. This may be changed at a later date once 28 days notice is given

The right to adoption leave does not apply to foster parents who adopt a child they are fostering, or to step-parents who adopt their partner's child.

If a couple adopts, adoption leave is only available to the parent who is considered the primary carer. The other partner may be entitled to paternity leave.

4.4.2 Adoption Leave

Eligible employees will be entitled to 52 weeks adoption leave, made up of 26 weeks' ordinary adoption leave and 26 weeks' additional adoption leave.

Adoption leave may commence from the date of the child's placement or from an agreed date up to two weeks before the expected date of placement.

4.4.3 Statutory Adoption Pay

For eligible employees, SAP is payable for up to 39 weeks and is paid at the same rate as Statutory Maternity Pay (SMP). Please refer to the Maternity Policy for further details.

With the exception of pay, all terms and conditions of employment remain intact during adoption leave, including annual leave accrual.

4.4.4 Additional Information

Keeping in Touch (KIT) Days

Staff have the option to attend work for up to a maximum of 10 days during adoption leave. These are known as KIT Days and do not affect adoption leave entitlement. KIT Days allow you to attend work to undertake training or relevant work activities and are paid at your normal rate of pay. KIT Days are not compulsory and there is no obligation on either party to arrange or agree these.

Returning to Work

The return to work date will be set as 52 weeks after the commencement of Adoption Leave. Should the employee wish to return to work before this, they must give *The Company* 8 weeks' notice in writing outlining the intended return to work date. If notice is not given, *The Company* may delay the return until 8 weeks' notice has been given, but not later than the end of the 52 weeks adoption leave period.

An employee is entitled to return to the same job on the same terms and conditions if they return to work either during or at the end of ordinary adoption leave. If the employee returns to work during or at the end of additional adoption leave, they are entitled to return to the same job or if this is not reasonably practical, to a similar suitable job under the same terms and conditions.

If an employee decides not to return to work after Adoption Leave, they must give notice of termination as detailed in their contract of employment.

4.5 Parental Leave

Parental leave provides for unpaid leave from work for parents to look after their young children. Parental leave can be taken:

- Up until the child's 5th birthday
- In the case of adoption, for five years after the child is first placed, or until the child's 18th birthday if that comes sooner
- In the case of a child with a disability, up until the child's 18th birthday

All employees who have completed one year's continuous service on the date the parental leave is due to commence, are entitled to 18 weeks' unpaid parental leave for each child. Parental leave must be taken in blocks of a week, unless the child is disabled. Employees cannot take off more than four weeks during a year, unless otherwise agreed with their employer.

An employee must give 21 days' written notice to *The Company* of their intention to take parental leave. Employees may be required to provide evidence of his or her entitlement to parental leave. Once notification of the intention to take parental leave has been made and agreed, a confirmation document will be prepared which will include:

- The date on which the leave will commence
- The duration of the leave
- The manner in which the leave will be taken
- The signatures of employer and employee

Management may decide to postpone the parental leave, for up to six months, if satisfied that granting the leave would have a substantial adverse effect on the operation of the business. *The Company* will confirm any postponement arrangements in writing to the employee no later than seven days after receipt of the employee's notice to take parental leave. This letter will state the reason for postponement and set out the new dates of parental leave. Parental leave will not be postponed if the employee wishes to take it immediately after the time the child is born or is placed with the employee for adoption.

If the parent becomes ill while on parental leave and is unable to care for the child, the leave can be suspended for the duration of the illness. In order to suspend the parental leave, the employee must give written notice and relevant evidence of the illness to *The Company* as soon as is reasonably practicable. The parental leave may resume after the illness. During the illness the parent is treated as an employee who is sick.

There is no contractual or statutory entitlement to be paid for absences relating to parental leave. Taking parental leave does not affect other employment rights you have. During parental leave, your rights such as annual leave and public holiday entitlement are preserved and continue to accrue as if you were not absent from work.

At the end of parental leave, you will be entitled to return to the same job provided that the period of parental leave was for a period of four weeks or less. If the parental leave was for longer than four weeks and it is not possible to return to the same job, you will be provided with suitable alternative work on terms no less favourable.

Parental leave may be terminated if there are reasonable grounds to believe that it is being used for a purpose other than taking care of the child concerned.

4.6 Flexible Working

4.6.1 Scope of Policy

The Company is committed to equality of opportunity in employment for staff and to developing work practices and policies that support all employees' needs.

Employees with children under the age of 17 (18 if disabled) have a statutory right to request flexible working in order to care for their children, and to have the request seriously considered by *The Company*.

Employees who are carers of certain categories of adults also have the same statutory right.

From 30th June 2014 the right to request flexible working will extend to all employees.

Individuals must have 26 weeks continuous employment with *The Company* before they can make an application for flexible working. Under the statutory right, employees may only make one application for flexible working in a 12 month period.

Depending on the employee's needs and the business requirements, flexible working can be in terms of working time, working location or the pattern of working. For example, home working, part-time working, job-sharing, or term-time working.

4.6.2 The Application Process

Applications should be submitted in writing to your line manager. The application must:

- be dated
- state that the employee has responsibility as a parent/carer (up until 30 June 2014)
- state that the application is being made under the statutory right for flexible working
- give details on the desired flexible working pattern and explain the date they would like it to start
- explain how the employee thinks the change might affect the business and how this

could be dealt with

4.6.3 The Decision

The Company will fully consider all requests, looking at the benefits for the employee and the business against adverse business impact.

- If *The Company* agrees to the request, it will be confirmed in writing along with a start date. A new contract will be issued. Any change agreed will be permanent.
- If *The Company* agrees to a compromise e.g. agreement to change for a trial period, it will be confirmed in writing. The duration of the trial period will be confirmed, as well as review points.
- If *The Company* does not approve the request they will explain the business ground for refusal in writing

The Company may refuse a request for flexible working on one or more of the below grounds:

- the burden of additional costs
- the detrimental effect on the ability to meet customer demands
- inability to re-organise work among existing staff
- inability to recruit additional staff
- detrimental impact on quality and/or performance
- insufficiency of work during periods the employee wishes to work
- planned structural change

Appealing a Decision

Pre June 2014

An employee can appeal a decision within 14 days of receiving the refusal. A further meeting will be held to discuss the appeal, following which a final decision will be sent to the employee within 14 days.

From June 2014

Should an employee wish to appeal a decision they should do so as quickly as possible, ideally within 14 days of receiving the decision. A further meeting will be held to discuss the appeal, following which a final decision will be sent in writing to the employee. *The Company* will deal with all appeals in a timely manner and will issue the final decision within three months of first receiving the original request for flexible working, unless an extension has been agreed with the employee.

Each request for flexible working will be dealt with individually, taking into account all the likely effects the requested changes will have. Therefore, if *The Company* agrees to one employee's request, this does not set a precedent, or create a right for another employee to be granted the same, or a similar change to their work pattern.

4.6.4 Handling Requests

Pre 30 June 2014

- *The Company* will schedule a meeting within 28 days to discuss the application
- A decision will be made and communicated to the employee within 14 days of the meeting

From 30 June 2014

- *The Company* will schedule a meeting to discuss the application with the employee as soon as is reasonably possible.

This discussion will generally be fact-to-face, but may be by phone or some other way if necessary

- If for any reason there is likely to be a delay in holding the meeting *The Company* will notify the employee
- Following the consideration process, a decision will be made as quickly as possible, but no longer than three months after *The Company* received the application for flexible working
- Only in exceptional circumstances and with agreement from the employee will this three month timeframe be extended

There is no automatic right for employees to be accompanied at meetings to discuss flexible working, however at management's discretion they may permit employees to be accompanied by a work colleague or a trade union representative.

4.7 Time off for Dependants

All employees are entitled to take reasonable time off to deal with an emergency or a sudden unforeseen problem involving a dependant.

A dependant is defined as the employee's partner, child or parent, or a person living with the employee as part of his/her family. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee. A dependant may also be someone who reasonably relies on the employee for assistance, including where the employee is the primary carer or is the only person who can help in an emergency.

Time off for dependants will be granted in the following situations:

- If a dependant falls ill, is injured in an accident or is assaulted
- When the employee's spouse or partner gives birth
- 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 childminder fails to turn-up
- To deal with an incident which involves the employee's child and which occurs unexpectedly in a period during which the child is attending school or an educational establishment

If the emergency occurs while the employee is at work, the employee must notify their line manager and seek permission to leave work.

If the emergency occurs outside the employee's working hours, the employee must speak to their line manager, or an alternative manager if their manager is unavailable, at their earliest convenience and as close to their normal start time as possible. In any event, this must be no later than two hours after the employee's normal start time. The employee should give details of the nature of the emergency, the reason for their absence and how long they expect to be absent from work.

The Company will allow a reasonable amount of unpaid time off to employees to deal with the problems outlined above. The amount of leave provided will be deemed sufficient to deal with the immediate crisis and arrange alternative care if necessary.

The Company reserves the right to ask the employee to provide evidence of the family emergency on their return to work. The employee is reminded that it is a disciplinary offence to knowingly provide false information or to dishonestly claim a right to time off to deal with a family emergency.

4.8 Compassionate Leave

Compassionate leave days are at the discretion of *The Company*. In all cases of personal tragedy, please inform management

who will help arrange your absence from work.

4.9 Jury Duty

Should the employee be called for jury service, they must notify their line manager as soon as reasonably practicable, providing a copy of the court summons.

Leave for jury service will normally be approved. However *The Company* may ask for jury service to be delayed if it is felt that the employee's absence will have a serious effect on the business.

There is no automatic right to be paid for leave during jury service. Any payment of salary made during this period will be made at the sole discretion of *The Company* and will be subject to the deduction of any monies received from the court in respect of loss of earnings. The employee must therefore submit a claim to the court for loss of earnings.

Employees are required to contact their manager if they are not selected for jury service on any day to ascertain whether or not they should return to work.

4.10 Medical Appointments

Appointments with doctors, dentists and other medical practitioners should, as far as reasonably practicable, be made outside the employee's normal hours of work or with the minimum disruption to the working day (i.e. made at the beginning or end of the working day).

Time off work to attend medical appointments must be authorised by the employee's line manager in advance. In any event, unless there are exceptional circumstances, no more time than is reasonable should be taken off work for any one appointment. With the exception of antenatal appointments, the employee has no contractual or statutory right to be paid for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is made at the absolute discretion of *The Company*.

4.11 Pension Policy and Plans

4.11.1 Pension Policy

Details of any pension schemes in place will be provided to employees separately as appropriate.

The Company acts in compliance with The Pensions Act 2008 and all auto enrolment regulations.

4.12 Additional Benefits

The Company may from time to time introduce additional benefits, which depending on eligibility criteria, you may be

entitled to participate in. Any such benefits will be discretionary and *The Company* reserves the right at all times to vary or discontinue any benefit plans.