

Staff Handbook

2026

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WELCOME TO CRAIG WITHEFORD LTD

We are delighted to welcome you to the Company and trust your time with us will be a mutually enjoyable and rewarding one. We know that our success depends wholly on the people working with us, and so we will do our best to make sure you have all you need to be successful in your job.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies.

This handbook is designed both to introduce you to our Company and to be of continuing use during your employment. I would invite you to take some time to read the contents of this handbook as, it contains important information relating to your employment and the Company. If you have any questions at any time or need anything, please do not hesitate to ask your Manager.

Good luck!

Craig Witheford
Director

Please note that general amendments to the Employee Handbook will be issued from time to time.

SIGNATURE FORM

This Handbook forms an important part of your employment with Craig Witheford Ltd ('the Company') and provides you with key information which will be relevant throughout your employment with us. This handbook applies to all employees of the Company, and all references in this handbook to 'Company' include any associated or subsidiary companies of the Company.

The handbook is divided into two parts:

Section 1

This contains those provisions which are part of your contractual Terms and Conditions of Employment.

Section 2

This section contains the Company's Policies and Procedures which do not form part of your contract of employment.

Where there is a conflict between your Particulars of Main Terms and Conditions of Employment and this Handbook, the Particulars shall apply.

I hereby confirm that I have read, understood and accept the contractual terms set out in Section 1 to this handbook and I undertake to observe the terms and conditions of employment contained therein. I understand that the terms in Section 2 are non-contractual.

.....
(Name of employee)

.....
For and on behalf of The Company

Date:

Date:

SECTION 1: CONTRACTUAL TERMS

PROBATIONARY PERIOD

The first three months of your employment will be a probationary period during which time your performance, conduct and general suitability will be monitored and appraised. The probationary period may be extended at the Company's discretion and this is without prejudice to the Company's right to terminate your employment before or on the expiry of your probationary period if you are found for any reason whatsoever to be incapable of carrying out, or otherwise unsuitable for, your job. At the end of your probationary period your employment will be reviewed within a reasonable time of its expiry and your probationary period will not be deemed to have been completed until the Company has carried out its review and formally confirmed the position to you.

PLACE OF WORK

Your normal place of work is specified in your Written Statement of Particulars of Employment (WSPE). During your employment with the Company you may at any time be required to work at, or re-locate to, other premises from which the Company operates any part of its business possibly at short notice, particularly where necessary to cover holidays, sickness or unexpected absences.

HOURS OF WORK

Your normal hours are those set out at the time of your engagement in your WSPE, although the Company reserves the right to change these hours should the needs of the business require it and you may be asked to work extra hours on a week to week basis.

You are required to be flexible in the hours you work, and you may be required to work such additional hours as are reasonably necessary for the proper performance of your duties including those at a weekend. You do not have a contractual right to overtime.

You are required to be at your place of work punctually and ready to begin work at the start of your normal working hours as set out in your contract of employment or offer letter or at such other time as may be agreed and remain at work until your agreed finishing time. You should not leave work early without the prior consent of your Manager. This is of particular importance where you work a shift pattern or direct with the Company's clients. Lateness may result in disciplinary action and/or loss of appropriate payment.

PAY AND EXPENSES

Your salary will be written in your individual written statement of particulars of employment (wspe).

Entirely at the Company's discretion, your salary may be reviewed at any time. However, a salary review will not necessarily result in a salary increase and there is no contractual right to such an increase. There will be no review of your salary after notice has been given by either party to terminate your employment.

Any benefits supplied to you from time to time that are not expressly referred to in your Written Statement of Particulars of Employment, are provided ex-gratia and shall not form part of your Contract of Employment. If there is a bonus or incentive scheme applicable to your employment this may be included in your WSPE and any such bonus or incentive schemes shall be entirely non-contractual and discretionary.

Any business expenses must be authorised in advance by your Manager, and should be submitted, with receipts, on a Company Expenses Claim Form. Claims must be authorised by your Manager before they are paid. Failure to provide a proper VAT receipt or obtaining authorisation will result in the expense claim being rejected.

PENSION SCHEME

We operate a contributory pension scheme which you will be auto-enrolled into (subject to the conditions of the scheme). Further details are available separately.

HOLIDAYS AND HOLIDAY PAY

Upon joining the Company, you accrue holiday at the rate of 1/12th of your annual entitlement for each completed month of service. The annual entitlement is 28 days paid holiday inclusive of 8 Statutory Bank and Public Holidays. There is no entitlement to paid leave in respect of any additional public holidays that may be introduced from time to time. Part time employees will receive this entitlement on a pro rata basis.

The public/bank holidays each year are:

New Year's Day	Good Friday
Easter Monday	The first Monday in May
The last Monday in May	The last Monday in August
Christmas Day	Boxing Day

Requests for authorised holiday must be recorded on the holiday request form and signed by your Manager. Notice is required as follows:

Period of time off requested	Notice required
Less than 5 days	1 week
5 days or more	4 weeks

Holiday dates will normally be allocated on the principle of 'first come first served' whilst ensuring that operational efficiency and appropriate staffing levels are maintained. Unless otherwise agreed by a Manager, you are not allowed to take more than two weeks' holiday at any one time.

The Company reserves the right to nominate closure days over the Christmas and Easter periods and holiday entitlement must be taken at this time to cover the non-bank/public holidays during the Christmas shutdown period, the dates of which will be notified to you in advance. Failure to reserve such days will result in you either being unpaid for those days or being required to take them from your next year's entitlement, at the Company's discretion.

Payment for holidays will be at your normal rate of pay including any payments intrinsically linked to the performance of your duties but excluding non-guaranteed payments, for example voluntary overtime and bonuses. Where your hours vary from one week to the next, your holiday pay will be calculated by taking your average weekly wage over the 52 weeks worked immediately prior to the commencement of your proposed holiday.

You must not book holidays until your request has been formally authorised in writing. The Company will not accept any responsibility for monies lost as a consequence of your failure to comply with this procedure.

Holidays not taken cannot be transferred/carried over to the next holiday year unless the reason you have been unable to take the holiday is because you have been absent through sickness or on maternity leave. Holidays not taken will not be paid for under any circumstances.

During periods of sick leave your holiday allowance continues to accrue. Where your sickness absence spans two holiday years, or if you return from a period of sick leave so close to the end of a

holiday year that it is not possible to take all of your accrued entitlement before the end of that holiday year, you are permitted to carry over to the next holiday year any accrued basic statutory holiday entitlement that you have been unable to take.

Please note and for the avoidance of doubt, this carry over relates only to the statutory basic holiday entitlement only (ie 4 weeks' leave) and includes bank and public holidays. There is no right to carry over any unused additional statutory entitlement or any contractual holiday allowance over and above the statutory minimum.

Holiday allowance carried over as a result of absence through sickness must be taken within 12 months of the end of the holiday year in which it accrued, otherwise, it will be lost and there will be no entitlement to any payment in lieu of it.

Alternatively, during a period of long-term sickness absence you may choose to take your accrued holiday allowance. If you choose to do so, you should set out your request in advance to your Manager, including how much holiday allowance you wish to take and on what date(s). This holiday will then be paid at your normal holiday pay rate.

During your first year of service, unless otherwise agreed in writing by the Company, you will not normally be permitted to take more annual leave than you have actually accrued at the time the holiday is taken. Entitlement during your first year of service is calculated monthly in advance at the rate of one-twelfth of the full year's entitlement.

In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed (to the nearest half-day and assuming that holiday entitlement accrues at an even rate from day to day).

On the termination of your employment, holiday pay will be given for earned and unused days of holiday entitlement in that year. If, on termination, you have taken more holiday than you have earned in that year, the Company shall be entitled as a result of your agreement to the terms of this contract to deduct the value of the unearned holiday from any final payment of salary/wages made to you. Holiday pay will be at a rate derived from annual salary accruing at an even rate per month.

The Company reserves the right to require you to take any unused holiday entitlement during any period of notice or garden leave, or to prevent you from doing so, as deemed necessary by the Company to accommodate its needs.

SICKNESS ABSENCE AND SICK PAY

Payment of Statutory Sick Pay will be made when all the following rules are fully followed: -

Notification

You must notify your Manager at the earliest possible opportunity but no later than 08.00am on the first day of your absence to provide the Company with adequate time to arrange cover. You should try and give some indication of your expected return date and thereafter, regularly update your Manager as to your condition and absence. Unless in the case of an emergency (for example you are hospitalised) you must make contact personally, text messages, Social Media and e-mails are not an acceptable method of notification.

During your absence from work, you must be contactable by the Company unless hospitalised etc and must also inform the Company as soon as possible of any change in the date of your anticipated return to work.

Medical Certificate and Medical Examination

If absence lasts longer than seven days (including Saturdays and Sundays) then a Doctor's certificate ('Fit Note') must be obtained and sent immediately to management; this must be repeated for the period of time you are off work. Failure to produce the necessary documentation may result in sick pay being delayed or withheld and disciplinary action being taken.

The Company may require you to undergo a medical examination by a Medical Practitioner or Occupational Health Advisor, appointed by the Company, at any stage of your employment and you also agree to authorise the Medical Practitioner/Occupational Health Advisor responsible for the medical examination to prepare a medical report detailing the results of the examination.

The cost of any such examination will be met by the Company and you will co-operate in the disclosure of all results and reports to the Company. The Company will only request such an examination where reasonable to do so.

There may also be occasions where the Company considers it necessary to request a medical report on your health from your GP or consultant. Where a medical report is necessary, you will be informed of your rights under the Access to Medical Reports Act 1988 and you will be asked to give your written consent for the Company to contact your GP or consultant to obtain a medical report.

Return to Work

On return to work, irrespective of length of absence, you must complete the Return to Work form in the presence of your Manager. You may also be required to attend a return to work interview to discuss your health and fitness for work in detail. Any information arising from such an interview will be treated with strictest confidence.

Attendance at work during periods of illness

The Company reserves the right to ask employees to leave the workplace and return home in instances where, in the Company's sole opinion, the nature of their illness is inappropriate for them to remain at work.

Where employees are asked to leave the workplace due to illness, then the right to remuneration ceases and normal sick pay rules will apply.

Sick Pay

Payment for sickness absence is restricted to SSP only. Any additional payments to you are entirely at the discretion of the Company and are non-contractual. The Company does not set any precedent if it does decide to exercise its discretion.

In the event that you are incapable of attending work by reason of injuries sustained wholly or partly as a result of actionable negligence, nuisance or breach of any statutory duty on the part of any third party, all payments made to you by the Company, whether of SSP or Company Sick Pay, shall to the extent that compensation is recoverable from that third party, constitute loans by the Company to you (notwithstanding that as an interim measure income tax has been deducted from payments as if they were emoluments of employment) and shall be repaid or deducted from your basic salary when and to the extent that you recover compensation for loss of earnings from that third party by action or otherwise.

Should the Company have a reasonable doubt regarding the reasons for the Employee's absence, even though a doctor's certificate has been provided, we reserve the right to consider suspension of sick pay subject to full investigation and advice from an Occupational Health Advisor appointed by the Company.

LEAVE OF ABSENCE

Religious holidays

Subject to complying with the relevant provisions as to notice as set out in your contract of employment and to the requirements of the Company's business, you will normally be allowed to use your annual leave entitlement to observe special religious holidays.

Jury service and other public duties

Should you be required to attend Court for jury service or as a witness, you are required to notify the Company as soon as possible. Leave will normally be granted but you will be required to provide a copy of the court summons to support your request for time off work. There is no contractual entitlement to remuneration for absences relating to jury service and other public duties. Payment of salary during this period is at the absolute discretion of the Company. You should, however, claim and declare to the Company the full allowance available to you in the performance of such duties, in order that it may be deducted from any discretionary pay that may be awarded.

If on any day on which you attend court you are told your services are not required, you must then return to work and report to your Manager before starting work.

Membership of the reserved armed forces

If you are a member of the reserved armed forces, you may use your paid annual leave entitlement to carry out your duties, provided that you comply with the provisions relating to annual leave set out in your contract of employment. Any further time off is at the absolute discretion of the Company and will be unpaid leave.

Medical appointments

It is appreciated that visits to doctors, dentists, Occupational Health Advisors and other medical practitioners are necessary and, whilst time off will normally be granted, such appointments should, as far as possible, be taken outside of normal working hours or with the minimum disruption to the working day (i.e. at the beginning or end of the working day). Time off for such appointments must be approved by your Manager in advance and no more than two hours should be taken off work for any one appointment. There is no contractual entitlement to remuneration for absences relating to attendance at medical appointments. Payment of salary during attendance at such appointments, with the exception of antenatal appointments, is at the absolute discretion of the Company.

Compassionate leave

Subject to your statutory right to time off to deal with a family emergency (see the Parental Rights Section), if you suffer a bereavement or serious illness in your family or in a close relationship, compassionate leave will be considered on an individual basis and any time off must be approved by your Manager. There is no contractual entitlement to remuneration for absences relating to compassionate leave. Payment of salary during compassionate leave is at the absolute discretion of the Company.

Subject again to your statutory right to time off to deal with a family emergency you are expected to use your paid annual leave entitlement for leave needed to care for sick relatives or friends.

Lateness or Absence Due to Bad Weather/Travel Disruptions Procedure

There may be occasions where extreme weather conditions or major travel disruptions may cause staff members to be late or absent from work.

Staff should contact their manager or the Director immediately when they are aware that they may be late or absent and let them know when / if they expect to arrive at work.

All time that is lost due to this must be agreed with your manager or the Director and either taken as holiday, unpaid leave or TOIL (if relevant).

Certain staff members may be able to work from home. This is subject to agreement from the Manager or Director.

ANTI-BRIBERY POLICY

Introduction

One of the Company's core values is to uphold sound, responsible and fair business operations. It is committed to promoting and maintaining the highest possible ethical standards in relation to all of its business activities. The Company's reputation for maintaining lawful business practices is of paramount importance to it and this policy is designed to preserve these values. The Company therefore has a zero-tolerance policy towards bribery and corruption and is committed to acting fairly and with integrity in all of its business dealings and relationships wherever it operates and implementing and enforcing effective systems to counter bribery.

Purpose and Scope

This policy sets out the Company's position on any form of bribery and corruption and provides guidelines aimed at:

- Ensuring compliance with anti-bribery laws, rules and regulations, not just within the UK, but also in any other country within which the Company may carry out its business or in relation to which its business may be connected;
- Enabling employees and persons associated with the Company to understand risks associated with unlawful conduct and to enable and encourage them to be vigilant and to effectively recognise, prevent, avoid and report any wrongdoing, whether by themselves or others;
- Providing suitable and secure reporting and communication channels and ensuring that any information that is reported is properly and effectively dealt with;
- Creating and maintaining a rigorous and effective framework for dealing with any suspected instances of bribery or other unethical conduct.

This policy applies to all permanent and temporary employees of the Company (including any of its intermediaries, subsidiaries or associated companies). It also applies to any individual or corporate entity associated with the Company or who performs functions in relation to, or for and on behalf of, the Company, including, but not limited to, directors, agency workers, casual workers, contractors, consultants, seconded staff, agents, suppliers and sponsors ("associated persons").

All employees and associated persons are expected to adhere to the principles set out in this policy.

Legal Obligations

The key UK legislation on which this policy is based is the Bribery Act 2010 and it applies to the Company's conduct both in the UK and abroad.

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

It is an offence in the UK to:

- Offer, promise or give a financial or other advantage to another person (i.e. bribe a person) whether within the UK or abroad, with the intention of inducing or rewarding improper conduct;

- Request, agree to receive, or accept a financial or other advantage (i.e. receive a bribe) for or in relation to improper conduct;
- Bribe a foreign public official.

You can be held personally liable for any such offence. It is also an offence in the UK for an employee or an associated person to bribe another person in the course of doing business intending either to obtain or retain business, or to obtain or retain an advantage in the conduct of business, for the Company. The Company can be liable for this offence where it has failed to prevent such bribery by associated persons. As well as an unlimited fine, it could also suffer substantial reputational damage in connection with this offence.

Policy

All employees and associated persons are required to:

- Comply with any anti-bribery and anti-corruption legislation that applies in any jurisdiction in any part of the world in which they might be expected to conduct business;
- Act honestly, responsibly and with integrity;
- Safeguard and uphold the Company's core values by operating in an ethical, professional and lawful manner at all times.

Bribery of any kind is strictly prohibited. Under no circumstances should any provision be made, money set aside, or accounts created for the purposes of facilitating the payment or receipt of a bribe.

The Company recognises that industry practices may vary from country to country or from culture to culture. What is considered unacceptable in one place may be normal or usual practice in another. Nevertheless, a strict adherence to the guidelines set out in this policy is expected of all employees and associated persons at all times.

If in doubt as to what might amount to bribery or other unethical conduct or might constitute a breach of this policy, you should refer the matter to your manager.

The giving of business gifts to clients, customers, contractors and suppliers is not prohibited provided the following requirements are met:

- The gift is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage.
- It complies with local laws;
- It is given in the Company's name, not in the giver's personal name;
- It does not include cash or a cash equivalent (such as gift vouchers);
- It is of an appropriate and reasonable type and value and given at an appropriate time;
- It is given openly, not secretly;
- It is approved in advance by a Director of the Company.

Essentially, it is not acceptable to give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given, or to accept a payment, gift or hospitality from a third party that you know, or suspect, is offered or provided with the expectation that it will obtain a business advantage for them.

For the avoidance of doubt, any payment or gift to a public official or other person to secure or accelerate the prompt or proper performance of a routine government procedure or process, otherwise known as a “facilitation payment”, is also strictly prohibited. Facilitation payments are not commonly paid in the UK, but they are common in some other jurisdictions.

Sanctions for Breach

Breach of any of the provisions of this policy will constitute a disciplinary offence and will be dealt with in accordance with the Company’s disciplinary procedure. Depending on the gravity of the offence, it may be treated as gross misconduct and could render the employee liable to summary dismissal.

As far as associated persons are concerned, breach of this policy could lead to the suspension or termination of any relevant contract, sub-contract or other agreement with the associated person.

WHISTLE BLOWING POLICY

Introduction

Employees may, in properly carrying out their duties, have access to, or encounter, information of a confidential nature.

Their terms and conditions provide that except in the proper performance of their duties, employees are forbidden from disclosing, or making use of in any form whatsoever, such confidential information. However, the law allows employees to make a 'protected disclosure' of certain information.

In order to be 'protected', a disclosure must relate to a specific subject matter, and the disclosure must also be made in an appropriate way.

Whistleblowing protection is confined to a disclosure which, in the reasonable belief of the employee making the disclosure, is made in the public interest.

The Company is committed to compliance with the Bribery Act 2010. The Company actively encourages a culture of honesty and openness and therefore all employees are required to bring up to their manager or other designated person any issue that, in the employee's opinion, might constitute bribery or corruption.

Specific Subject Matter

If, in the course of employment, an employee becomes aware of information which they reasonably believe tends to show one or more of the following:

- That a criminal offence has been committed, is being committed or is likely to be committed.
- That a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject.
- That a miscarriage of justice that has occurred, is occurring, or is likely to occur.
- That the health or safety of any individual has been, is being, or is likely to be, endangered.
- That the environment, has been, is being, or is likely to be, damaged.
- That information tending to show any of the above, is being, or is likely to be, deliberately concealed.
- That the business or any associated person has been, is being, or is likely to be receiving or offering bribes.
- That any foreign official has been, is being, or is likely to be bribed or offered facilitation payment by the company or any associated person.
- Sexual harassment has occurred, is occurring or is likely to occur.

Employees must use the Company's disclosure procedure as set out below.

Disclosure Procedure

Information which an employee reasonably believes tends to show one or more of the above should promptly be disclosed to their manager so that any appropriate action can be taken.

If it is inappropriate to make such a disclosure to the manager, the employee should speak to a senior member of the team.

Employees will suffer no detriment of any sort for making such a disclosure in accordance with this procedure.

However, failure to follow this procedure may result in the disclosure of information losing its 'protected status.'

For further guidance in relation to this matter or concerning the use of the disclosure procedure generally, employees should speak in confidence to their manager.

COMPUTERS EMAIL AND INTERNET USAGE POLICY

Introduction

Set out below is our Policy relating to the use of computer equipment, internet, electronically held information and email. You are responsible for ensuring that these rules are adhered to and any breach of these rules may result in disciplinary action being taken against you including, in serious cases, dismissal without notice or pay in lieu of notice.

You agree we may take all actions necessary to ensure this Policy is adhered to.

No hardware should be installed or uninstalled into any PC without the knowledge and permission of your Manager. No user should open a PC to attempt to repair. This act contravenes applicable health and safety regulations and could invalidate any warranty on the hardware.

Unauthorised Access

It is important that all employees adhere to the following at all times:

- Never disclose your password to anyone else. If you think that your password has been compromised, you should take appropriate measures to change your password immediately and, if appropriate, inform your Manager;
- Log off and switch off your computer workstation at the end of each day. Remember that a logged-on workstation provides a means of access to all your files;
- Documents or other data held on, e.g., discs/CDs/DVDs or on hardware devices such as PDAs, portable memory, memory sticks or other USB devices, must never be loaded onto our computer system, except by authorised personnel. This is to prevent the accidental introduction of computer viruses, which are capable of causing serious disruption;
- Similarly, no software of any kind may be loaded onto a workstation or run without authorisation, as this may disrupt our existing systems and could also contravene the software licence;
- No software may be brought onto or taken from the Company's premises without prior authorisation;
- No attempt should be made to by-pass the existing security measures;
- No E-cigarette devices must be plugged into your computer or any of the Company's property without prior authorisation;
- You may not access the contents of other employees' or Directors computers without express permission to do so and only then in the proper performance of your duties. Doing so without such permission will result in disciplinary action for misconduct and may constitute gross misconduct for serious or multiple breaches of this rule.

Computers

The Company may monitor all electronic communications which use its property for transmission, including e-mails. Those staff with on-line facilities may use these facilities only in pursuance of the fulfilment of their job.

You may not bring personal computers, personal laptops or other electronic devices with Wi-Fi and/or internet/email capability into work for use during working hours. Personal devices may not be used to access the Company internet service via Wi-Fi or other means.

Software

We use software from a number of different suppliers and make every effort to comply with the obligations of our licensing agreements. You are obliged to respect the following:

- Only approved software can be installed on the Company Computer systems. If you need new software, it will need to be evaluated by Management and approved for any additional costs which may be incurred;
- Software must **never** be copied from or to any of the Company's computers, including portable computers. This includes transfer to, e.g., discs/CDs/DVDs, or on hardware devices, such as PDAs, portable memory, memory sticks, and other USB-type devices or via email;
- Software licenced to the Company must never be used outside the Company without specific written authorisation;
- You must not download additional software from the Internet or install it from, e.g., discs/CDs/DVDs, without authorisation from your Manager, including downloading or installing screensavers, desktop wallpaper, games, pirate copies, etc.

Email

General

- The Company's computer system contains an internal and external e-mail facility which is intended to promote effective communication within the Company and with third parties on matters relating to its business. The e-mail system should therefore be used for that purpose;
- The e-mail system should not be used for spreading gossip, or for personal gain or in the breach of the Company's standard employment policies on issues such as equal opportunities and harassment;
- Please remember that we have the authority and ability to intercept, read and print out all internal and external (incoming and outgoing) emails, including those marked 'personal'. Communications of a sensitive or confidential nature should not be sent by email because they are not guaranteed to be private;
- Emails can be recovered in hard copy for up to two years and can be made subject to legal disclosure rules;
- These rules are designed to minimise the legal risks to the Company when its employees use email at work and access the internet. Where something is not specifically covered in this policy, employees should seek advice from their Manager.

Standards

- You must not impersonate any other person when using email;

- You must not amend messages received and then store, print or forward as if they were received in the altered state;
- Do not make any statements via email which intentionally or unintentionally create a binding contract or make negligent statements. Be aware that legally binding contracts can be formed by email;
- As a general rule, you should use the facilities during working hours solely for the purpose of your work. Personal use of the email system is not permitted;
- General personal messages to a large number of addressees must not be sent;
- Do not use internal or external emails for any material that could potentially be defamatory, for example, containing untrue, malicious or otherwise inappropriate statements about our customers, competitors or other employees;
- Do not respond to "Junk Mail" or give warnings to new email viruses;
- Do not send 'fun' or 'flame' emails; what may seem harmless fun to some can be offensive to others and may be regarded as harassment. If you receive an email which you consider offensive, you should raise the issue with your Manager. There are a number of laws that prohibit discrimination and harassment on the grounds of sex, race, colour, nationality, ethnic or national origin, disability, age, marital or civil partnership status, sexual orientation, gender re-assignment, religion or belief;
- Do not respond to, or forward on, chain letter-type emails;
- Do not disclose information that is protected by embargo or could in any way be considered confidential to the business and/or the employees;
- Do not initiate or forward emails that contain obscene, pornographic and/or offensive material;
- If you are sending out attachments by email, please ensure that you have obtained the consent of the author of the attachment if not an employee; otherwise you may infringe the author's copyright;
- Bear in mind that, in some cases, recipients can view previous changes to attachments;
- Never import unknown messages, files or attachments onto your system without authorisation;
- Do not send large graphics files unless they are related to the Company's business;
- You must ensure you log off your computer workstation if leaving it for any length of time. You should change your personal password regularly and only disclose it to others as authorised/required by the Company;
- You agree that we may take all actions necessary to ensure our Policy is adhered to. We reserve the right to open any email file.

Contents of email

The use of email to send or forward messages which are defamatory, obscene or otherwise inappropriate, including personal or derogatory comments towards another member of staff, will be

treated as misconduct under the appropriate disciplinary procedure. In serious cases, this could be regarded as gross misconduct and lead to dismissal.

Statements to avoid in emails include, those criticising the Company's competitors or their staff, those stating that there are quality problems with goods or services of suppliers or customers, and those stating that anyone is incompetent.

Cyber Security

Cyber security attacks are now part of working life and whilst technologies play a part to defend against these threats, you, the user, remain the best line of defence.

When opening email from external sources you must exercise caution in light of this risk. Popular forms of attacks are the **"Bogus Boss"** scam and **"Display Name Spoofing"**.

It works by simply changing the name that displays in your email to that of a person in authority (obtained via looking at the company web site). The e-mail address will not be correct, however the victim believes they are being asked to perform some tasks by their boss which ultimately ends up in an exchange of money in some way, for example via purchased electronic gift card vouchers such as Amazon / Google Play / Apple etc.

You must remain vigilant when receiving e-mails and that you are 100% sure that you are communicating with the correct and known person. The following methods are helpful to allow you to detect potentially bogus mails.

- Does the e-mail address match exactly with the one you have on record? (some attacks actually register a domain which looks similar);
- If it's from an internal member of staff it will not have an e-mail address next to the display name in Outlook;
- Is the language style used in the mail in line with normal communications you receive from this contact? Usually attackers do not have the best grammar;
- Don't ever perform any financial transactions without contacting the other party by other means (Phone call, text, What's App) first of all from pre-known contact details.

If you have any questions or are unsure of a situation regarding Cyber Security, you should err on the side of caution and contact your Manager so that advice can be given before proceeding any further.

Internet

Internet access, including Internet email, is provided to employees for the purpose of conducting business-related activity for the benefit of the Company and its clients. Since our IT resources are costly and require significant work to maintain, it is important that you adhere to the Internet Usage Policy, thus ensuring these resources are available to everyone for legitimate, business-related purposes.

If your Manager has agreed, you may use the Internet as a research tool for business purposes only.

Please remember that we have the authority and ability to access, read and print out details of all Internet sites and emails sent/received accessed by persons using its computer systems.

Permission to use the Internet outside normal working hours, for personal reasons, may be granted by your Manager. Personal use of the Internet should be minimal and, in any event, should not be used in a manner that:

- Interferes with one's work-related responsibilities;
- Is offensive to others;
- Burdens or degrades any of the Company's systems or network resources;
- Threatens the security of the systems, or
- Allows unauthorised access to the systems.

During your hours of work (except your lunch break and after work), you are not permitted to use the Internet to visit social networking or video sharing websites such as Facebook, Myspace, Twitter, Instagram and YouTube or to use our IT resources to keep a personal weblog ("blog"). We reserve the right to restrict or deny access to such websites at any time.

Should you visit inappropriate websites unwittingly through unintended response of search engines, unclear hypertext links, misleading banner advertising or mis-keying, you must exit immediately and inform your Manager of the incident.

Use of Social Networking

When logging on to and using social networking or video-sharing websites and blogs at any time, including using your own IT resources in your own time, you must not:

- Publicly identify yourself as working for us, make reference to the Company or provide information from which others can ascertain the name of the Company;
- Conduct yourself in a way that is detrimental to us or brings the Company into disrepute;
- Use your work email address when registering on such sites;
- Allow interaction on these websites or blogs to damage working relationships between employees and clients of the Company;
- Include personal information about our employees, suppliers, customers or clients without their express consent (you may still be liable even if employees, suppliers, customers or clients are not expressly named in the websites or blogs as long as we reasonably believe they are identifiable);
- Make any derogatory, offensive or defamatory comments about the Company, our employees, suppliers, customers or clients (you may still be liable even if the Company, our employees, suppliers, customers or clients are not expressly named in the websites or blogs as long as we reasonably believe they are identifiable);
- Disclose any confidential information belonging to us or our suppliers, customers or clients, or any information which could be used by a competitor;
- Not upload any offensive photos relating to Company business or Company events, which include photos of employees, suppliers, customers or clients;

- When requested you must remove any photos relating to Company business or Company events.

Breach of these rules will result in disciplinary action being taken up to and including dismissal for serious breaches.

Virus Protection Procedures

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

- Unauthorised software including public domain software, magazine cover discs, CDs or Internet/Worldwide Web downloads, etc., must not be used;
- All software must be virus checked using standard testing procedures, before being used.

Breach of these Virus Protection Procedures may result in disciplinary action.

Usage

This Policy is designed to prevent problems with email and Internet usage and, therefore, you are expected to be familiar and comply with the contents of this Policy. If you are unsure about whether anything you propose to do might breach this Policy, you should speak to your Manager.

Breach of this Policy will be viewed as misconduct and may result in disciplinary action being taken against you. This could include your access to our email facilities and the Internet being suspended or withdrawn, or, in serious cases, dismissal without notice or pay in lieu of notice.

Legal Action against the Company

Messages sent over the e-mail or the Internet system can give rise to legal action against the Company. Claims of defamation, breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and where necessary for hard copies to be retained. You are also reminded that messages are disclosable in any legal action commenced against the Company relevant to the issues set out in the e-mail.

The Company's rights

The Company reserves the right to monitor Internet access/use of email system, under the "Regulation of Investigatory Powers Act".

The Company reserves the right to retrieve the contents of messages for the purpose of monitoring whether the use of the e-mail system is legitimate, for the purpose of monitoring quality of work and compliance with policies or standards, to find lost messages or to retrieve messages lost due to computer failure, to protect the system from viruses or to back up and re-route mail, to ascertain facts such as in the investigations of wrongful acts, to check your mails when you are absent or on holiday or to comply with any legal obligation.

The Company also considers the following to be valid reasons for checking an employee's email:

- Promoting productivity and efficiency. If the employee is absent for any reason and communications must be checked for the smooth running of the business;

- Job sharing staff members will be allowed access to their partner's emails and other transmissions;
- If the Company suspects that the employee has been viewing or sending offensive or illegal material, such as material concerning racist terminology or nudity (although the Company understands that it is possible for employees inadvertently to receive such material and they will have the opportunity to explain if this is the case);
- Ensuring there is no unauthorised use of the Company's time. If the Company suspects that an employee has been using the email system to send and receive an excessive number of personal communications;
- Ensuring that all employees are treated with respect and dignity at work, by discovering and eliminating any material that is capable of amounting to unlawful discrimination or harassment.
- Ensuring the security of the system and its effective operation;
- If the Company suspects that the employee is sending or receiving emails that are detrimental to the Company.

Personal emails which are clearly marked as such will only be read in exceptional circumstances where a problem relating to an employee's excessive or unauthorised use is suspected. Except where necessary to achieve the above aims the monitoring of your emails will not occur systematically but will either be done by automated systems or take the form of occasional checks. In the circumstances, please note that any messages of a private nature may be checked as part of this procedure.

Misuse of the e-mail or Internet

The Company website is the sole property of the Company and any unauthorised interference with or copying and variation is not only gross misconduct but could lead to action for damage.

Personal use of e-mail/Internet is strictly forbidden at all times, unless authorised by the Manager to whom you report for use during lunch break only. Misuse of the e-mail system or of the Internet in breach of this policy statement will be considered to be misconduct and will be dealt with within the framework of the Company's disciplinary procedure.

In addition to the above general rules relating to the emails and the internet, the following are examples of misuse of the e-mail system or of the Internet:

- Personal use of e-mail/Internet;
- Entering into a contract or licence without the authorisation of a Director;
- Entering into a financial agreement;
- Down loading of software
- Cut, paste or down load information without first checking the copyright information;
- Retrieving obscene or indecent material;
- The creation or transmission or any offensive, pornographic, obscene or indecent images, data or other material or of any data which is in breach of the Company's equal opportunities policy;

- The creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety;
- The creation or transmission of any material in breach of confidentiality;
- The creation or transmission of defamatory untrue or malicious material;
- The creation or transmission of any material which infringes the copyright of another person;
- Wasting staff effort and system resources on unnecessary “surfing”;
- Corrupting or destroying other user’s data;
- Disrupting the work of other users;
- The introduction of viruses.

Monitoring of Personal Communications

You should be aware that the Company may monitor, intercept or record all communications received or made via the Company’s telephone system or any other system including e-mail and Internet usage. By agreeing to this handbook, you consent to such monitoring and surveillance by or on behalf of the Company.

Company Mobile Equipment

This section explains your responsibility in managing mobile equipment that has access to or contains Company data. Although not exhaustive, the purpose of this section is to ensure that you understand your responsibilities in protective mobile equipment, the data on them and the way they can access our systems.

Mobile users are defined as those with portable machines and include laptops, mobile phones, tablets or any other portable device.

If you are provided with information systems by the Company, you are responsible for safeguarding such equipment and should take all reasonable precautions to prevent theft, loss or damage of such items. In particular, you must:

- not leave equipment in view, in unattended or unlocked cars;
- be careful about not being watched when placing such equipment out of sight;
- when staying in hotels, store unattended equipment securely;
- not hand it over to any third parties; and
- where equipment contains commercially sensitive data, not leave it unattended at any time.

In relation to portable devices in particular:

- where available, you should utilise the security features available on such approved synchronisation software applications (e.g. passwords) to protect copies of the data;
- subject to product restrictions, you must ensure that you take appropriate measures to protect any Company data held on the device (e.g. phone lists) by utilising power-on and file password protection facilities; and

- where information that has been classified as commercially sensitive is stored on a portable device, it should be treated with particular care.
- In the event of loss or theft, the incident must be reported to the Police and then to your Manager.

Should you fail to observe this Policy in relation to mobile equipment the Company may, at its discretion, require you to pay all or part of the costs of any repairs to, or replacement of, the equipment.

Personally owned Phones and other Portable Devices

Access to the Company internet or email systems via Wi-Fi or direct connection is prohibited on personal phones or personal portable devices. Permission must be sought from your Manager in the event that this is necessary.

PROFESSIONAL CONDUCT

Conduct

The Company requires the highest standards from you in your performance at work and your general conduct and in particular you must at all times: -

- be diligent, honest and ethical in the performance of your duties, which you will undertake to the best of your ability, using good judgement at all times;
- render your services in a polite, professional and competent manner, in willing co-operation with fellow employees, clients, suppliers and members of the public, avoiding at all times rude or insulting behaviour and foul or objectionable language;
- comply with all reasonable instructions, limitations, policies, rules and regulations which the Company may notify to you from time to time;
- comply with all health and safety instructions, and never attend work under the influence of alcohol or drugs;
- endeavour to promote the interests, profitability and reputation of the Company and report the existence of any conflict or change in your personal circumstances which could be viewed as a conflict of interest;
- conduct your personal and professional life in a way which does not risk adversely affecting, in the Company's sole opinion, its standing and reputation or which causes or could cause the Company to question your integrity;
- dress appropriately and maintain a high standard of tidiness.

In addition, you will devote the whole of your time, attention and abilities to your duties, and will not, without the prior written consent of the Company: -

- devote any time during your working hours to any business other than the business of the Company or to any public or charitable duty;
- take steps to seek work with any competitor which is likely to put you in a position of conflict;
- undertake any external employment, work or other activity which may prejudicially affect or interfere with, in the Company's sole opinion, your ability to properly and efficiently discharge your duties and responsibilities. Where approval is given by the Company, you must ensure that any time you commit does not conflict with the hours and shifts scheduled to you by the Company, which will remain priority;
- solicit or seek to recruit any current employees of the Company to be engaged to work for you or any other person, firm, company or organisation and will not make any comment, representation or statement that may facilitate, induce, persuade, procure or howsoever cause any employee to leave the employment of the Company;
- accept gifts, money, hospitality or other benefit from any person or business with whom or which you are or may be involved in Company business;
- enter into any contract on behalf of the Company, or incur any debt or obligation for the Company, except those that are ordinarily incurred in the normal course of your duties.

GENERAL POLICIES AND PROCEDURES

Smoking

Smoking is not permitted anywhere on the Company premises, including inside of Company vehicles. Where external designated smoking areas are provided you may smoke in these areas only and only during authorised breaks and with prior permission from your Manager. Failure to abide by this rule is considered as gross misconduct. This also applies to the use of e-cigarette devices.

Personal Problems

If you have any personal problems with which you believe the company may be able to help, then you should approach your Manager. He or she may arrange for a personal discussion with a member of the Management Team, which will be in absolute confidence.

Changes in Personal Circumstances

To help us to assist you it is essential that all information on your personnel records is complete and correct. Please inform your Manager of any changes in your personal circumstances, including a change of:

Name

Address and telephone number

Next of kin details

Your personal information is classified as confidential. Details of whom your personal information may be shared with is set out in our Data Privacy Notice. Any personal details will only be shared where there is a legitimate reason for the Company to do so and/or to comply with our legal obligations.

Statements to the Media

Any statement to reporters from newspapers, radio, television, etc. will be given only by the Managing Director of the Company. No employee is otherwise permitted to make such statements and any breach of this provision may lead to disciplinary action being taken.

Employees who receive telephone calls from the media should transfer the call to a director and refuse to answer any question or to supply any information other than politely informing the caller of the fact that they are trying to transfer them to a director and if appropriate obtaining a telephone number on which the caller might be contacted.

Parking

Cars may be parked in the Company's designated areas and are parked at the risk of their owners; any damage incurred to vehicles or theft is the responsibility of the owner. Private vehicles parked are done so at the owner's risk and the Company does not accept any liability for vehicles damaged or stolen whilst on Company premises.

Key Holders

Some employees may be issued with keys to Company premises. The keys remain Company property and employees must return them on demand or on termination of their employment. Key holders should take care to ensure that the keys are kept in a safe place and not left where they are likely to fall into the hands of an unauthorised person. On leaving the employment, keys must be returned to the Company.

Key holders who need to enter the Company's premises outside normal working hours or at weekends must obtain prior authorisation from their Manager.

No extra keys may be cut without the prior authorisation of the relevant Manager.

Unauthorised Presence

If you see any person unknown to you acting suspiciously in any of the Company buildings, you must report this at once to a Manager.

In the interests of security and safety, the Company discourages friends and relatives from visiting Company premises, except in the case of an emergency and in any event, you must notify a Manager if a friend or relative is going to visit as they will not normally be allowed beyond reception.

Buying or Selling of Goods

You are reminded that you are paid to work on the Company's business and are not allowed to buy or sell goods on your own behalf during working hours or on our premises without prior written consent of senior management.

Tips and Gratuities

Tips received at work do not count towards your wage. You do still have to pay Income Tax on tips you receive and may have to pay National Insurance.

Tips may be paid:

- Directly from a customer in cash or electronically, for example through a mobile app
- As part of your pay packet.
- Through a separate system for managing and sharing out tips known as a 'tronc'

The Company will not make any deductions from tips received by staff, other than those required by tax law.

Tips will be distributed in a way that is fair and transparent and a record will be kept of how tips have been dealt with. Any staff who would like information regarding the Company tipping record should speak with (Name / Job Title) who is responsible for managing tips and gratuities.

Collections from Employees

Collections from employees are not allowed on the premises without the express permission of your Manager.

Dress and Appearance

The policy of the Company is to provide pleasant surroundings for clients to visit, together with the highest standard of service. For this reason, it is also essential that you report for work in clothes that are appropriate to your job. It is accepted that working with vehicles and plant machinery involves getting dirty and is not conducive to wearing smart clothing but the Company asks that all staff endeavour to be as clean and tidy as possible. Where uniforms are provided, these must be worn at all times and laundered on a regular basis.

If you disregard these rules you will be subject to disciplinary action. In serious cases, where your appearance is, in the Company's view, unacceptable, you will be required to return home to change. In these circumstances, you will not be paid for the duration of your absence from work.

Personal protective equipment (PPE) must be worn at all relevant times in accordance with the Company's or clients' health & safety instructions. Failure to do so may result in disciplinary action being taken including dismissal for refusal to wear PPE.

On leaving the Company any uniform or PPE issued must be returned to the Company otherwise a deduction from your final wages/salary will be made to cover the cost of the uniform.

Finally, the Company accepts 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, the Company will not insist on dress rules which run counter to the cultural norms of such employees.

Personal Mail

Personal mail must not be addressed c/o the Company unless prior approval has been given by Management.

Other Employment

You may not, without the prior written consent of your Manager, engage in any business, employment or activity which could or might impair your ability to act at all times in the best interests of the Company. You will be asked to give full details of any proposal so that consideration can be given to working hours, conflict of interest, competition, credibility and health, safety and welfare.

Personal Property

No liability is accepted for any loss of, or damage to, personal property brought onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. You are not permitted to bring mains operated appliances onto Company premises. Furthermore, bringing alcohol and drugs (or any other illegal substance) onto Company premises is strictly forbidden under any circumstances save where such alcohol may have been legitimately presented to you by the Company under recognised procedures.

Housekeeping

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy. Any spillage must be cleared up immediately.

Food & Drink Facilities

Any facilities provided are for the convenience of all employees. Please ensure that they are kept as clean and tidy as possible after use. Care must be taken when using electrical/hot equipment such as kettles and health & safety procedures and rules must be adhered to. Please note that you are not permitted to bring personal electrical equipment onto Company premises. In order to avoid encouraging vermin into the workshop and office, food, food waste and packaging must be stored appropriately and disposed of in appropriate waste collection.

Right of Search

The Company has a contractual right of search where it deems it necessary to protect its property or where it genuinely believes alcohol or drugs may have been brought onto Company property.

Refusal to submit to a search, which includes bags, lockers, pockets and vehicles parked on Company property, will be regarded as gross misconduct subject to summary dismissal. We reserve the right to call the police at any stage.

Telephones

Company telephones and mobile phones are provided for business use only. Personal calls may not be made on company telephones without permission from your Manager.

Personal mobile telephones should not be used during working hours except in an emergency. This includes calls, texts and internet access.

Delivery Up of Documents and Company Property

Upon the termination of your employment under this Contract for whatsoever cause, you shall forthwith deliver up to the Company all items issued to you including but not limited to any ID Cards, uniform, radios, keys, swipe cards, credit cards, computer hardware or software, telephones, tools, books, documents, account records and any other items which may be in your possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by you. You shall then (if required by the Company) make a declaration that the whole of the provisions of this Clause have been complied with. You accept that your failure to do so will entitle the Company to withhold any outstanding salary due from the Company to you up to the value of the property and a relevant deduction from salary clause to this effect will be set out in your contract of employment.

Behaviour at social events when representing the Company

In general, the way you behave outside of normal working hours and in your own personal time does not directly concern the Company. However, there are some exceptions to this and the Company will become involved when incidents occur:

- At work related social occasions or gatherings; or
- At social occasions or gatherings organised by a third party, where you have been invited in your capacity as an employee.

During these times, you are reminded that you are still representing the Company and therefore are expected to behave in an appropriate and responsible manner. You should not consume any alcohol during these times where you are driving. Where alcohol is consumed you are expected that your behaviour and judgement will not be impaired.

Should your conduct bring the Company into disrepute the Company's disciplinary procedure shall apply and such behaviour may be viewed as a gross misconduct offence and could render the employee liable to disciplinary action up to and including dismissal without notice.

ALCOHOL AND DRUGS POLICY

Aims

The Company recognises that for a range of reasons individuals can and do misuse drugs and alcohol, and that this represents a problem for the individual and for the business.

The effects of drug and alcohol misuse range from absenteeism, low productivity and increased disciplinary action to injury in the workplace. This policy has therefore been adopted in order to protect all employees and the business, and to offer appropriate help and support to the individuals concerned.

The policy applies to all workers and employees from senior managers to temporary workers.

Responsibility

The Company encourages all staff to take responsibility for awareness of the problems, but ultimately responsibility for the operation of this policy lies with the Managing Director.

Definitions

Alcohol misuse is defined as consumption of alcohol during working hours or attending work under the influence of alcohol.

Drug misuse refers to the use of illegal substances and the misuse of prescribed drugs and other substances such as solvents.

During working hours includes during breaks or on the way to work.

The Rules

The Company does not permit:

- drug or alcohol misuse during working hours;
- being under the influence of drugs or alcohol while at work;
- encouraging others to misuse alcohol or drugs.

Safeguards

The Company recognises the difficulties that can be faced by those who misuse drugs and alcohol, and therefore:

- absence for treatment and rehabilitation for drug and alcohol problems will be regarded as normal sickness;
- it will be recognised that relapses do occur;
- this policy will be monitored and reviewed regularly to ensure that it continues to be appropriate and effective.

Confidentiality

If an employee [or worker] requests help from the Company prior to management being aware of poor performance, then any information regarding an employee's [or worker's] problems with drugs or alcohol will be treated as confidential, subject to our legal obligations.

Help

We can offer practical support to those experiencing problems, for example, we may be able to refer employees to an appropriate advisory service. The Company encourages employees to seek specialist help if they feel that they have an alcohol or drug problem.

Testing

The Company reserves the right to carry out random testing of employees. Employees may be asked by their Manager to go to a medically qualified person to give a sample of blood or urine or may be required to undertake a breathalyser test in the office. Employees will not be given any prior warning that they have been selected for testing.

If the results of any test show that the employee was under the influence of alcohol or drugs whilst at work, the Company will inform the employee. The employee is then likely to be subject to disciplinary proceedings, which could include dismissal.

Refusal to provide a sample or submit to a breathalyser test constitutes gross misconduct.

Disciplinary action

Drug and alcohol misuse may become a matter for disciplinary action in accordance with the disciplinary procedure, subject to the letter and spirit of this policy, particularly where help is refused, and/or impaired performance continues.

Dismissal may result from disciplinary action.

Possession of and dealing in illegal substances will be reported to the police and result in summary dismissal in all cases; there is no alternative to this procedure.

COMPANY VEHICLES & DRIVING POLICY

The provision of a Company Vehicle is entirely at the discretion of the Company and the vehicle may be withdrawn, replaced or the conditions under which you are entitled to use it may be changed at any time. In particular, the Company reserves the right to retain the vehicle for the use of the Company where you are absent from work for whatever reason (including but not limited to any period of suspension, sick leave of more than one month, garden leave or additional maternity leave).

The Company vehicle is to be used for business purposes and you are required to use it when travelling to locations where you are required to work.

The Company will pay for the licensing, insurance, maintenance, repair and servicing of Company Vehicles (provided repairs and service are not caused by your negligence or wilful default) and when necessary replacement thereof. However, you have no contractual right to a replacement vehicle.

The Company will also pay for the cost of petrol/diesel (as appropriate) for business use only. You must pay for petrol/diesel for all private mileage, which the Company reserves the right to deduct from the next monies due to you, the relevant deduction clause being contained within your Contract of Employment.

The Company reserves the right to limit the mileage per year used on a Company Vehicle. For more details on how many miles you are restricted to, please consult with a Director.

You must not permit the Vehicle to be taken out of Great Britain without the prior consent of management.

The vehicle you are driving represents the Company to clients/customers and others and you are therefore also responsible for ensuring it is properly looked after at all times and kept in a clean and presentable condition. You must ensure that it is kept in a roadworthy condition, that it conforms to current road traffic legislation and that the provisions and conditions of the policy of insurance relating thereto are observed and that such policy is not rendered void or voidable.

On the termination of your employment, or if you cease to hold a valid and current licence to drive private motor vehicles, you must promptly return or account for the vehicle and deliver up the keys to the Company, by a date advised to you by the Company. You accept that your failure to do so will entitle the Company to withhold any outstanding salary due from the Company to you up to the value of the vehicle and a relevant deduction from salary clause to this effect will be set out in your contract of employment.

You are also required to adhere to the other rules in relation to Company vehicles and driving, set out below:

- Under no circumstances must the Company Vehicle be driven by any other person or used for personal use, without the advance prior written consent of the Company, in which case you are responsible for ensuring that they are appropriately insured;
- The image that the Company presents to its client/customers is very much influenced by the cleanliness and appearance of its vehicles and you may therefore be required to wash and clean vehicles as often as it is necessary, when requested to do so;
- At all times, you are required to treat the vehicle and drive it with proper care and attention. You are also required to guarantee that it is parked in a safe place near to you and at night you are required to remove all Company property from it, to a safe and secure place;
- Personal items are left entirely at your own risk and the Company does not accept any liability for loss, theft or damage of personal items;
- No vehicle belonging to or leased by the Company must be taken onto the road if you know or suspect that it has a defect or may in any other way not be roadworthy;
- You must report any defect or damage to a vehicle owned or hired by the Company, or any road traffic accident in which you may be involved whilst driving such a vehicle, whether or not that occurred on the Company's business, as soon as possible to management. A full written report of the circumstances in which the defect, damage or accident occurred should be submitted thereafter;
- The Company may seek to recoup any losses in the event of damage caused to any vehicle owned by it as a result of your negligence or wilful default. In addition, you will be responsible for the excess which is required to be paid which is not recoverable from the insurance company should the vehicle be involved in an accident, irrespective of the responsibility for the accident. By using a Company vehicle, you accept that the Company shall be entitled to deduct the cost of repair of any such damage and/or the cost of the insurance excess from your wages and, if this applies, the relevant deduction from wages clause is contained within your contract of employment;
- In addition, if as a result of your actions, the Company is required to pay a higher insurance premium in respect of your use of the Company vehicle, they reserve the right to deduct the difference in the premium from the next monies owed to you, in accordance with the deduction from wages clause set out in your Contract of Employment;
- If you use your own vehicle on Company business you should ensure that you have insurance cover for business use on behalf of your employer, that your vehicle is licenced and maintained in a road worthy condition, complying with current legal requirements. A copy of your Insurance Certificate and other relevant documents must be produced for personnel file records, if requested by the Company;
- Mileage allowance for business journeys will be paid at current HM Revenue and Customs guideline rates.

General provisions in relation to driving on Company business

This section relates to all employees regardless of whether they are driving a vehicle owned by the Company, hired by it, a customer's vehicle or their own personal vehicle.

You are required to drive in a safe, lawful and efficient manner, in all weather and traffic conditions, observing the recommendations of the Highway Code.

Driving Licences, Fines and Penalties

If it is a condition of you being permitted to drive to undertake your duties, you must hold a full and valid UK driving licence.

You are required to submit an up to date copy of your licence upon commencing employment and thereafter annually or when requested by the Company, or when there is any change to the details on the licence.

You must report to the Company, as soon as possible, but in any event within 24 hours, any fixed penalty notice or any order of any court to endorse on your driving licence or to disqualify you from holding a driving licence, whether or not that consequence occurred whilst driving on the Company's business, together with any other event which results in you being ineligible to drive on duty.

In circumstances, where you are disqualified from driving and a significant proportion of your duties require you to drive, the Company reserves the right to terminate your employment, unless there are suitable alternative duties which they can offer to you.

You are responsible for the payment of any and all fines and charges incurred as a result of a motoring offence incurred whilst driving as part of your duties, or in possession of a Company vehicle, including but not limited to parking, congestion and speeding fines and, if this applies, you accept that the Company shall be entitled to deduct the cost of any such fines from your wages and a relevant deduction from wages clause will be set out in your contract of employment.

Driving and Mobile Phones

You are completely prohibited from using a hand-held mobile phone or similar hand-held electronic device whilst driving as part of your job duties, whether this is to make or receive telephone calls, send or read text or image/picture messages, send or receive facsimiles or to access the internet or e-mail. If you are discovered contravening this rule, you will face serious disciplinary action under the Company's disciplinary procedure. In view of the potential health and safety implications, it may also constitute gross misconduct and could render you liable to summary dismissal.

If you do wish to use a hand-held mobile phone when driving, you must stop the vehicle and completely turn off the vehicle's engine before using the mobile phone. A person is regarded as 'driving' for the purposes of the law if the engine is running, even if their vehicle is stationary. This means you must not use a hand-held phone at traffic lights, during traffic jams or at other times when the engine is still running.

Although your employer may expect you to respond to a message or phone call by parking safely and returning calls or periodically checking messages you are not expected or required to use your mobile phone while driving your vehicle and if you do so or commit an offence by doing so we shall regard it as a serious breach of discipline.

Driving and Smoking

It is prohibited to smoke in a company or customer's vehicle and or whilst on company business. Smoking is not permitted whilst driving, this also includes the use of e-cigarette devices.

Driving Under the Influence of Alcohol or Drugs

Driving or being in charge of a vehicle, while under the influence of alcohol or drugs (whether prescribed or otherwise) is strictly prohibited where the alcohol or drugs used could have any potential effect on your fitness to drive. If there is evidence that you have been driving or in charge of a vehicle while under the influence of alcohol or drugs, this will be dealt with in accordance with the Company's disciplinary procedure and may render you liable for summary dismissal.

Conclusion

Failure to observe these rules or failure to drive any Company or customer's vehicle in a reasonable and responsible manner may result in the Company withdrawing the use of the vehicle from the employee concerned. In addition, a failure to observe these rules will be regarded as a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the seriousness of the breach, it may constitute potential gross misconduct rendering the employee liable to summary dismissal.

LEAVING THE COMPANY

Resignation

We hope you have a long and rewarding career with us. However, if you do decide to leave then please discuss this with your Manager at the earliest opportunity. Resignations must be submitted to your Manager in writing giving the required notice as per your Written Statement of Particulars of Employment.

Exit Interview

You may be asked to attend an exit interview once you have decided to leave the Company so that we can learn how to improve the working experience for staff, however this may not always be possible due to the demands of the business.

Garden Leave and Payment in Lieu of Notice

The Company will not be obliged to provide you with work at any time after notice of termination shall have been given by either party and the Company may, in its absolute discretion, pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax and applicable national insurance contributions). For the avoidance of doubt, should the Company exercise their discretion to pay your notice in lieu, you will not be entitled to any additional compensation in respect of any holiday which would otherwise have accrued during your notice period;

Once notice of termination has been given by either side, the Company may at any time and for any period place you on garden leave and require you to: -

- perform any of your normal duties;
- cease performing your duties;
- perform alternative duties as it may allocate to you (including without limitation research projects);
- not have any contact with their clients/customers, suppliers and employees;
- disclose any attempted contact with you made by any client, employee or supplier with whom you have been required to have no contact pursuant to these provisions
- refrain from entering any of their premises or those of their clients/customers and suppliers;
- to remain at home, on call.

During any such period of garden leave, the terms of this Contract shall remain in force and the Company will continue to pay your basic salary, excluding any additional benefits or non-guaranteed income such as overtime, bonuses or commission. However, you must not work for any other person or on your own account and you shall remain readily contactable and available to work for the Company. Should you fail to be available for work at any time, having been requested by the Company to do so, your right to salary and contractual benefits in respect of such period of non-availability shall be forfeit, notwithstanding any other provision to your terms and conditions of employment.

If you leave without giving the proper period of notice or leave during your notice period without permission, the Company shall be entitled as a result of your agreement to the terms of this Contract to deduct a day's pay for each day not worked during the notice period, provided always that the Company will not deduct a sum in excess of the actual loss suffered by it as a result of your leaving without notice and any sum so deducted will be in full and final settlement of the Company's claim for your breach of contract. This deduction may be made from any final payment of salary which the Company may be due to make to you. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of your leaving without notice. It is not intended to act as a penalty upon termination.

DATA PROTECTION POLICY

Introduction

The Company holds Personal Data about job applicants, employees, clients, suppliers and other individuals for a variety of Business Purposes.

This policy sets out how the Company seeks to protect Personal Data and ensure staff understand the rules governing their use of Personal Data to which they have access in the course of their work.

In particular, this policy requires staff to ensure that the Company's Data Protection Officer, should be consulted before any significant new data processing activity is initiated to ensure that relevant compliance steps are addressed.

The Company's Data Protection Officer, is responsible for the monitoring and implementation of this policy. If you have any questions about the content of this policy or other comments you should contact the the Company's Data Protection Officer.

Scope

This policy applies to all staff, which for these purposes includes employees, temporary and agency workers, other contractors, interns and volunteers.

All staff must be familiar with this policy and comply with its terms.

The Company may supplement or amend this policy by additional policies and guidelines from time to time. Any new or modified policy will be circulated to staff before being adopted.

Definitions

In this policy:

"**Business Purposes**" means the purposes for which Personal Data may be used by the Company, e.g. personnel, administrative, financial, regulatory, payroll and business development purposes.

"**Personal Data**" has the same meaning as set out in the General Data Protection Regulation ("GDPR");

"**Processing Data**" means obtaining, recording, holding or doing anything with data, such as organising, using, altering, retrieving, disclosing or deleting it.

General principles

The Company's policy is to process Personal Data in accordance with the applicable data protection laws and rights of individuals as set out below. All employees have personal responsibility for the practical application of the Company's data protection policy.

The Company will observe the following principles in respect of the processing of Personal Data:

- to process Personal Data fairly and lawfully in line with individuals' rights;
- to make sure that any Personal Data processed for a specific purpose are adequate, relevant and not excessive for that purpose;

- to keep Personal Data accurate and up to date;
- to keep Personal Data for no longer than is necessary;
- to keep Personal Data secure against loss or misuse;
- not to transfer Personal Data outside the EEA without adequate protection.

Fair and lawful processing

Staff should generally not process Personal Data unless:

- the individual whose details are being processed has consented to this;
- the processing is necessary to perform the Company's legal obligations or exercise legal rights;
- the processing is necessary for a contract the Company has with the individual, or because they have asked you to take specific steps before entering into a contract;
- the processing is necessary to protect someone's life;
- the processing is necessary for you to perform a task in the public interest;
- the processing is necessary for your legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.

When gathering Personal Data or establishing new data protection activities, staff should ensure that individuals whose data is being processed receive appropriate data protection notices to inform them how the data will be used. In any case of uncertainty as to whether a notification should be given, staff should the Company's Data Protection Officer.

It will normally be necessary to have an individual's explicit consent to process Personal Data. The consent should be informed, which means it needs to identify the relevant data, why it is being processed and to whom it will be disclosed. Staff should contact the Company's Data Protection Officer for more information on obtaining consent to process Personal Data.

Accuracy, adequacy, relevance and proportionality

Staff should make sure data processed by them is accurate, adequate, relevant and proportionate for the purpose for which it was obtained. Personal Data obtained for one purpose should generally not be used for unconnected purposes unless the individual has agreed to this.

Individuals have the right to ask the Company to correct Personal Data relating to them which they consider to be inaccurate. If a member of staff receives such a request and does not agree that the Personal Data held is inaccurate, they should nevertheless record the fact that it is disputed and inform the Company's Data Protection Officer.

Staff must ensure that Personal Data held by the Company relating to them is accurate and updated as required. If personal details or circumstances change, staff should inform the manager so the Company's records can be updated.

Security

Staff must keep Personal Data secure against loss or misuse in accordance with the Company's policies. Where the Company uses external organisations to process Personal Data on its behalf additional security arrangements need to be implemented in contracts with those organisations to safeguard the security of Personal Data. Staff should consult the Company's Data Protection Officer, to discuss the necessary steps to ensure compliance when setting up any new agreement or altering any existing agreement.

Data retention

Personal Data should not be retained for any longer than necessary. The length of time over which data should be retained will depend upon the circumstances including the reasons why the Personal Data was obtained.

International transfer

Staff should not transfer Personal Data outside the EEA without first consulting the Company's Data Protection Officer. There are restrictions on international transfers of Personal Data from EEA to other countries because of the need to ensure adequate safeguards are in place to protect the Personal Data. Staff unsure of what arrangements have been or need to be put in place to address this requirement should contact the Company's Data Protection Officer.

Rights of individuals

Individuals have the right to be informed about how, why and on what basis their Personal Data is processed. Any questions relating to this should be referred immediately to the Company's Data Protection Officer.

Individuals are entitled to request access to information held about them. All such requests should be referred immediately to the Company's Data Protection Officer. This is particularly important because the Company must respond to a valid request within the legally prescribed time limits.

Individuals are also entitled to request to have their Personal Data deleted from the Company's records in certain instances. All such requests should be referred immediately to the Company's Data Protection Officer. This is particularly important because the Company must respond to a valid request within the legally prescribed time limits.

Individuals also have the right to restrict the processing of their Personal Data in certain circumstances. All such requests should be referred immediately to the Company's Data Protection Officer.

Staff should not send direct marketing material to someone electronically (by email for example) unless that individual has explicitly consented to receiving marketing material. Staff should abide by any request from an individual not to use their Personal Data for direct marketing purposes and should notify their manager about any such request.

Staff should contact their manager for advice on direct marketing before starting any new direct marketing activity.

Any member of staff who would like to correct or request information that the Company holds relating to them should contact the Company's Data Protection Officer.

Reporting breaches

Staff have an obligation to report actual or potential data protection compliance failures to the Company's Data Protection Officer, immediately upon becoming aware of such failure/potential failure. This allows the Company to:

- investigate the failure and take remedial steps if necessary; and
- make any applicable notifications.

Consequences of failing to comply

The Company takes compliance with this policy very seriously. Failure to comply puts both staff and the Company at risk. The importance of this policy means that failure to comply with any requirement may lead to disciplinary action, which may result in dismissal.

Staff with any questions or concerns about anything in this policy should not hesitate to discuss these with the Company's Data Protection Officer.

SECTION TWO: NON- CONTRACTUAL TERMS

INDUCTION

When you join the Company, you will receive induction training as necessary. You will be trained in the areas shown on a copy of the induction form below and you will need to sign to indicate you have been shown/trained on each item as appropriate. A copy of the completed form will then be kept on your file.

Item	Date Section Completed	Manager's Initials
<u>General</u> Company structure explained Company purpose and objectives reviewed Staff Handbook issued		
<u>Work Area / Equipment</u> Equipment safety procedures explained as appropriate Specific work area safety matters explained Use of equipment training completed as necessary (please give details):		

If you have any questions about your training, please ask.

I acknowledge that I have received the above training and that I understand all relevant health & safety aspects of my work. If I am unsure about the safe use of any equipment I know who to ask.

Signed: _____ Date: _____

TRAINING, DEVELOPMENT & APPRAISALS

Training & Development

At the discretion of the Company you may be given the training necessary to enable you to fulfil your duties although there is no contractual right to such training. However, if you are unsure about any aspect of your work please ask your Manager.

From time to time you may be required to attend formal training courses, and these are an important feature of your work. It is a contractual obligation that you attend any training courses the Company may require you to attend.

If you attend a training course, for which the Company pays, and subsequently leave employment within 12 months of the course you will be required to pay back the cost of the course in accordance with your terms and conditions of employment. An appropriate agreement may be entered into to reflect the terms of repayment.

You are encouraged to take some responsibility for your own training and development, and to this end please ask your Manager or a colleague if you need to know something.

Appraisals

There is no contractual right to an appraisal, however your performance may be monitored throughout your probationary period, and subsequently the Company may give you periodic performance appraisals. You should make full use of these and the Company will try to give notice in order that you can prepare fully before attending, however please note that this may not always be possible.

However, if you need to discuss any aspect of your work with your Manager please do not wait until your appraisal to do so.

HEALTH & SAFETY POLICY

Issued in accordance with the requirement of section 2 (3) of the Health and Safety at Work etc. Act 1974.

- The Health and Safety Policy of this Company is, so far as is reasonably practicable, to: -
 - Take all practical steps to safeguard the health, safety and welfare of all employees and of all customers and visitors to our premises;
 - Provide adequate working conditions for our employees with proper facilities to safeguard their health and safety and to ensure that any work which is undertaken does not, as far as is reasonably practicable, produce a risk to health or safety;
 - Encourage employees to co-operate with management in all safety matters: to identify hazards which may exist and to report any condition which may appear dangerous or unsatisfactory: and to ensure that each member of the staff accepts his/her own responsibility not to endanger himself/herself or others and actively to assist in fulfilling the requirements and spirit of the act.
- While the final responsibility for matters of health and safety rests with the Directors, it is important that all employees as part of their duties involve themselves in matters of health and safety, reporting back to management, any condition which appears dangerous or unsatisfactory and making suggestions for improvement of existing facilities and arrangements.
- All injuries, however slight, must be reported to your Manager and must be entered into the accident book.
- Failure to adhere to the Company's Health and Safety Policy may be treated under the Company's disciplinary procedure.

Protective Equipment

Protective clothing and equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times or when you are instructed to do so. If you fail to do so, then this is a serious breach of your health & safety responsibilities and will lead to disciplinary action being taken against you.

MENTAL HEALTH POLICY

Introduction

The Company is committed to protecting the health, safety and welfare of its employees and understands the positive contribution that healthy and engaged employees make to the success of the business.

For the purposes of this policy 'mental health' includes all disorders that affect mood, thinking and behaviour.

The purpose of this policy is to assist with promoting a positive working environment where line managers and employees can discuss mental health and where employees will receive initial and ongoing support and help if experiencing mental health problems.

Where the employee is absent because of their mental health condition, the Company's sickness absence policy will apply.

Signs of mental health problems

Early intervention is important to prevent mental health problems from escalating. It may not always be obvious that an employee is suffering from a mental health problem, however, early signs can include:

- A change in behaviour or mood especially when communicating with others
- A decrease in productivity levels and concentration
- An inability to make decisions and solve problems
- Tiredness or being withdrawn
- Eating more or less than normal or an increasing intake of alcohol, cigarettes etc.

Line manager responsibilities

When dealing with an employee with mental health concerns, line managers should meet regularly with their employee and ask them to talk openly about their mental health problems. Initially, line managers should check how the employee is getting on at work, just in the same way if the employee was suffering from a physical health problem. Presumptions should not be made about how the mental health problem is impacting on the employee personally and professionally and it is important to listen to how the employee is feeling so that they can be supported in the right way.

Employee responsibilities

Employees are actively encouraged to be open and honest about their mental health. Support which is needed by the employee is likely to be known by themselves so by informing their line manager of any issues at an early opportunity will allow these to be addressed before they escalate.

The Company expects all its employees to be helpful and open-minded towards colleagues who have mental health problems.

Personal wellness action plan

Mind (a mental health charity) recommends a wellness action plan can be used to support staff when they are experiencing mental health problems. The aim of the plan is to identify how an individual's wellbeing can be proactively managed.

All staff are encouraged to complete a wellness action plan, whether they have a mental health problem or not.

Employees should draft the wellness action plan themselves, with help from a medical professional if necessary, and then discuss with their line manager to agree practical steps which can be taken to support the plan. These will then be monitored and reviewed regularly.

An action plan should cover:

- actions and measures that can support the employee's mental wellbeing
- symptoms, triggers and early signs for poor mental health or stress
- the potential impact of mental health problems on the employee's performance
- any support required from their line manager or colleagues
- positive steps the employee can take when suffering from poor mental health or stress
- an agreed review process to ensure the support is working.

The information in the plan, and the plan itself, must be kept confidential and reviewed regularly by both the employee and their line manager.

Workplace adjustments

The Company shall make reasonable adjustments to an employee's role or workplace if they have a disability that places them at a disadvantage when performing their role. A disability is defined as "a mental or physical impairment that has a substantial long-term effect on normal day-to-day activities". The Company will seek guidance from a medical practitioner to enable all reasonable workplace adjustments to be considered.

Managing absence and return to work

Where the employee is absent by reason of their mental health, the Company's sickness absence policy will apply as normal.

Regular communication from the line manager will take place during the absence and a welfare meeting may be convened to establish what further support the Company can offer to the employee during their period of absence.

Once a return to work date has been established, a return to work plan will be discussed and agreed between the line manager and the employee to ensure necessary steps can be considered and taken to facilitate a successful return to work. This may include completing a personal wellness action plan. These can include introducing a temporary return on amended working hours, removing stressful duties during a phased return, and providing additional workplace support as necessary.

Confidentiality

Information concerning an employee's mental health is defined as sensitive personal information. This information will only be disclosed to others where necessary.

MENOPAUSE POLICY

Introduction

The Company is committed to providing an inclusive and supportive working environment for all employees. This policy sets out the rights of employees experiencing menopausal symptoms and explains the support available to them.

Menopause is a natural part of every woman's life, during which they may experience significant hormonal changes. Menopause isn't always an easy transition and for those affected, everyday work can become stressful. The Company is committed to supporting women suffering with menopausal symptoms and improving their experience at work.

Definition

Menopause usually occurs between the ages of 45 and 55 and typically lasts between four and eight years. However, each employee's experience will differ, and menopausal symptoms can sometimes begin before the age of 40. An individual may experience menopausal symptoms such as:

- hot flushes;
- night sweats;
- anxiety;
- dizziness;
- fatigue;
- memory loss;
- depression;
- mood swings;
- panic attacks;
- insomnia;
- skin irritation;
- headaches;
- recurrent urinary tract infections;
- joint stiffness, aches and pains;
- reduced concentration; and
- heavy periods.

Each of these symptoms has the potential to affect an employee's comfort, confidence and performance at work.

Employee support

Employees are encouraged to speak to their line manager, other female manager or HR, if they are experiencing menopausal symptoms to ensure that their symptoms are treated as an ongoing health issue rather than as individual instances of ill health. Managers will maintain an open-door policy so

that employees feel comfortable in approaching them and discussing their concerns. Confidentiality will be maintained at all times.

External support and help for individuals and managers can be found at:

- Menopause Matters (www.menopausematters.co.uk) which provides information about the menopause, menopausal symptoms and treatment options;
- The NHS (www.nhs.uk), which provides information and treatment options; and
- The Daisy Network (www.daisynetwork.org), a charity which provides support for people experiencing premature menopause or premature ovarian insufficiency.

Reasonable adjustments

The Company has a duty to provide a safe working environment for all employees and commits to ensuring that suitable adjustments and additional support are available to individuals experiencing menopausal symptoms. The Company acknowledges that the menopause affects individuals in different ways and therefore no adjustment will be made without a full discussion..

Examples of adjustments include:

- conducting a risk assessment to identify any areas that are a detriment to individuals going through the menopause;
- changing the location of the employee's work station so they are away from hot and cold spots around the office;
- implementing temperature control, such as an open window or access to a fan;
- allowing flexibility within the Company's dress code where reasonable;

Once any adjustments are agreed, they will be regularly reviewed to understand the benefits to the employee and any detrimental effect they may have on the Company .

Data Protection

The Company will process personal data in accordance with its Data Protection Policy.

Data is held securely and accessed by, and disclosed to, individuals only for the purposes of providing the necessary support to employees.

DISCIPLINARY PROCEDURE

Procedure for Minor Offences

This procedure is aimed at bringing up to standard someone who is below standard. Its intention is not to dismiss, but to correct.

Typical within this procedure are those cases where an employee's work performance, conduct or time keeping are unsatisfactory. At all stages the employee should have the opportunity to state his/her case and be accompanied by a work colleague or a trade union official. They also have right of appeal against any disciplinary action taken at any formal stage.

Management reserve the right to enter this procedure at any stage, depending upon the seriousness of the offence, and to retain warnings of serious offences on file indefinitely.

Stage 1 – Written Warning

The employee will be given the written warning by his/her immediate Manager. He/she will be told what is wrong and what improvement is sought. The employee will be asked to make an immediate and lasting improvement and will be told what will happen if this does not occur. This warning will be recorded on the employee's personal file and will remain there for one year. If no further warnings are given, it will be deleted.

Stage 2 – Final Written Warning

If the required improvement does not materialise or if there is further cause for complaint, a final written warning will be given by management. The interview will follow the same lines as the first warning but, if no satisfactory explanation is received, the employee will be informed that if the problem continues, he/she will be dismissed, or action will be taken which could consist of, for example, demotion, suspension without pay or reduction in pay. A letter of confirmation will be given to the employee and the warning will be recorded on his/her personal file, where it will remain for one year.

Stage 3 – Dismissal/Disciplinary Action

If the required improvement does not take place or if there is further cause for complaint, a letter will be sent to the employee stating the nature of the complaint, the basis for the complaint and that it may result in dismissal or other stated disciplinary action.

The employee will be invited to a hearing at a particular time and place where the matter will be discussed. The employee must take all reasonable steps to attend. After the meeting the employee will be informed of any decision and of the right to appeal.

If the employee wishes to appeal he/she must inform the Company within five working days of receiving the decision. Where this occurs, the employee will be invited to attend a further meeting when the appeal will be heard. The final decision will then be communicated to the employee.

Procedure for Gross Misconduct

Certain offences will, after careful investigation, result in Summary Dismissal (i.e. instant dismissal without notice or payment in lieu). This means that if the employee is dismissed for Gross Misconduct there is no entitlement to notice or notice pay.

The following list gives an indication of the kind of offence which will lead to Summary Dismissal, but it is not exhaustive: -

- Falsification of records (time sheets, expenses etc.);
- Blatant disregard of safety procedures;
- Drunkenness, illegal use of drugs, possessing illegal substances;
- Theft from the Company, another employee, or customer;
- Refusal to carry out a reasonable instruction;
- Bullying, harassment and unlawful discrimination;
- Abusive, threatening or seriously disruptive behaviour towards colleagues, customers or third parties;
- Involvement in fighting;
- Involvement in bribery;
- Conduct likely to bring the Company into disrepute and/or breach the bond of mutual trust and confidence between you and the Company;
- Breach of the Company smoking policy;
- Being absent without leave;
- Anything else the Company feels reasonably warrants this action.

If necessary, an employee may be suspended on pay whilst an investigation is carried out. The Company will then write to the employee stating the nature of the complaint, the basis for the complaint and that it may result in dismissal or other stated disciplinary action.

The employee will be invited to a hearing at a particular time and place where the matter will be discussed. The employee must take all reasonable steps to attend. After the meeting the employee will be informed of any decision and of the right to appeal. The employee has the right to be accompanied by a work colleague or Trade Union Official.

If the employee wishes to appeal he/she must inform the Company within five working days of receiving the decision. Where this occurs, the employee will be invited to attend a further meeting when the appeal will be heard. The final decision will then be communicated to the employee.

Employees who have been employed for less than two years

This procedure may not apply to any employee who has been employed by the Company for less than two years.

CAPABILITY PROCEDURE

The primary aim of this procedure is to provide a framework within which the Company can work with employees to maintain satisfactory performance standards and to encourage improved performance where necessary. The Company recognises the difference between a deliberate or careless failure on the part of an employee to perform to the standards of which they are capable (in which case the Company will use the Disciplinary Procedure) and a case of incapability, where the employee is lacking in knowledge, skill or ability and so cannot perform to the standard required (in which case the Company will use this capability procedure in an attempt to improve the employee's performance).

The Company also recognises that during an employee's employment capability to carry out their duties may deteriorate. This can be for a number of reasons; the most common ones being that either the job changes over a period of time and the employee fails to keep pace with the changes or the employee changes and can no longer cope with the work.

This capability procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Minor capability issues will be dealt with informally through counselling and training. Informal discussions may be held with a view to clarifying the required work standards and the level of performance expected of the employee, identifying areas of concern, establishing the likely causes of poor performance, identifying any training or supervision needs, setting targets for improvement and agreeing a time-scale for review. However, in cases where informal discussion with the employee does not lead to a satisfactory improvement in performance, or where the performance issues are more serious, the following capability procedure will be used. At all stages of the procedure, an investigation will be carried out.

The Company will notify the employee in writing of the concerns over performance and will invite the employee to a performance review meeting to discuss the matter. The Company will provide sufficient information about the poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence where appropriate.

Having given the employee reasonable time to prepare their case, a formal capability meeting will then take place, conducted by a Manager, at which the employee will be given the chance to state their case, accompanied if requested by a trade union official or a fellow employee of their choice. The employee must make every effort to attend the meeting.

The purposes of the performance review meeting include: to set out the required standards that the Company considers the employee has not met, to establish the likely causes of poor performance (including any reasons why any measures taken so far have not led to the required improvement) and to allow the employee the opportunity to explain the poor performance and to ask any relevant questions. Except in the case where dismissal is proposed, the purposes of the performance review meeting also include:

- to discuss measures, such as additional training or supervision, which may improve the employee's performance;
- to set targets for improvement and to set a reasonable timescale for review (reflecting the circumstances of the case).

In a case where dismissal is proposed, the purposes of the performance review meeting also include:

- to establish whether there are any further steps that could reasonably be taken to rectify the employee's poor performance;
- to establish whether there is any reasonable likelihood of the required standards of performance being met within a reasonable time; and
- to discuss whether there is any practical alternative to dismissal, such as redeployment to any suitable available job at the same or lower grade.

Following the performance review meeting, the Company will decide whether or not formal performance action is justified and, if so, the employee will be informed in writing of the Company's decision in accordance with the stages set out below and notified of their right to appeal against that decision.

Management reserve the right to enter this procedure at any stage, depending upon the seriousness of the performance issues, and to retain warnings for a longer period where it is deemed necessary.

Stage 1 - Performance warning

The employee will be given a formal PERFORMANCE WARNING. This will set out the areas in which the employee has not met the required performance standards, targets for improvement, and any measures, such as additional training or supervision, which will be taken with a view to improving the employee's performance, a timescale for review and the likely consequences of failing to improve to the required standards within the review period. The performance warning will be recorded but nullified after six months, subject to satisfactory performance.

The employee's performance will be monitored and, at the end of the review period, the Company will write to the employee to advise him or her of the next step. If the Company is satisfied with the employee's performance, no further action will be taken. If the Company is not satisfied with the employee's performance, the matter may be progressed to Stage 2 or, if the Company feels that there has been a substantial but insufficient improvement, the review period may be extended.

Stage 2 - Final performance warning

Failure to improve performance in response to the procedure so far, or a first instance of serious poor performance, will result in a FINAL PERFORMANCE WARNING being issued. This will set out the areas in which the employee has still not met the required performance standards, targets for improvement, any further measures, such as additional training or supervision, which will be taken with a view to improving the employee's performance, a further timescale for review and the likely consequences of failing to improve to the required standards within the further review period, i.e. that dismissal will probably result. The final performance warning will be recorded but nullified after twelve months, subject to satisfactory performance.

The employee's performance will again be monitored and, at the end of the further review period, the Company will write to the employee to advise them of the next step. If the Company is satisfied with the employee's performance, no further action will be taken.

If the Company is not satisfied with the employee's performance, the matter may be progressed to Stage 3 or, if the Company feels that there has been a substantial but insufficient improvement the review period may be extended.

Stage 3 – Dismissal

Failure to improve performance in response to the procedure so far will normally lead to DISMISSAL, with appropriate notice. The Company may first consider redeploying the employee with their agreement to another available job at the same or lower grade which is more suited to their abilities. A dismissal decision will only be made after the fullest possible investigation. Dismissal can be authorised only by the Managing Director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, and the date on which their employment will terminate and how the employee can appeal against the dismissal decision.

Appeals

An employee may appeal against any decision under this capability procedure within five working days of the decision. Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal meeting chaired by a Director.

At the appeal meeting, the employee will again be given the chance to state their case and will have the right to be accompanied by a trade union official or a workplace colleague of their choice. Following the meeting, the employee will be informed in writing of the appeal decision. The Company's decision on an appeal will be final.

Employees who have been employed for less than two years

This capability procedure may not apply to any employee who has been employed by the Company for less than two years.

MANAGING ABSENCE LEVELS

The Company will follow the following process for managing levels of unauthorised absence for unrelated reasons.

Controlling Short Term Absence Procedure

On return to work after any period of absence, you must complete the back-to-work form with your Manager. Periods of absence for 1 week or more must also be supported by a medical certificate.

Once you have been absent without prior permission on three occasions in a rolling six-month period you will be warned that any further unauthorised absence in the next six months will result in a first stage warning that your absence is causing difficulties.

First Stage Warning

You will be asked to attend a meeting at which you have the right to be accompanied by a work colleague or trade union official. Your absence record, including any medical reports or occupational health advice, will be discussed and unless there are exceptional circumstances you will be issued with a first stage warning that your absences are causing difficulties. Any further absence within a further six months' period will result in Stage 2 being invoked:

Second Stage Warning

A further incident of unauthorised absence will result in a further meeting at which you will have the right to be accompanied by a work colleague or trade union official. Your absence record, including any medical reports or occupational health advice, will be discussed and unless there are exceptional circumstances you will be issued with a second stage warning that your absences are continuing to cause difficulties. Any further absence within a further six months' period may result in the termination of your employment:

Termination of Employment

A further incident of unauthorised absence will invoke stage three. You will be asked to attend a meeting at which you may be accompanied by a work colleague or trade union official. Your absence record will be discussed and unless there are exceptional circumstances you will be dismissed with notice.

Appeal

At each stage of the process you will have the right to appeal against any decision and you will be advised of whom to write to in order to do so.

Long term Absence

We recognise that from time to time employees ill health may prevent them from attending work for a prolonged period of time and we are committed to helping members of staff return to work from long-term sickness absence.

When an employee is away from the workplace for a prolonged period of time, the line manager and/or HR will contact them on a regular basis to check on their well-being and progress. The employee also has a responsibility to inform their line manager and/or HR with any relevant developments.

Welfare Meetings

During a period of long-term sickness absence, you may be asked to attend welfare meetings with the Company to discuss your current state of health, how long you expect to be absent from work and what steps, if any, the Company can take to facilitate your return to work.

If you are medically incapable of attending your place of work, the Company may discuss with you about making arrangements to meet at a suitable alternative venue or to undertake a home visit.

Supporting returns to work

As part of our managing absence levels procedure, we will, where appropriate and possible, support returns to work by:

- Obtaining medical advice;
- Refer the employee to an Occupational Health Advisor;
- Making reasonable adjustments to the workplace, working practices and working hours;
- Considering redeployment; and/or
- Agreeing a return to work programme with everyone affected.

If you are absent for a prolonged period of time, or if you are absent for a series of times as a result of a related medical condition, the Company will ask your permission to contact your doctor to get a report as to your medical condition and your ability to do your job. Depending on the nature and length of your absence, the Company may choose to refer you to an Occupational Health Advisor to assess your case. If it is unlikely that you will be capable of doing your job within a reasonable period of time, or where occupational health advice is clear in that the employee is unlikely to be able to return to work within the foreseeable future, then you will be asked to attend a meeting to discuss the possible termination of your employment. You will have the right to be accompanied at the meeting by a work colleague or a trade union official. After the meeting a decision will be taken and, if your employment is terminated, you will have the right to appeal.

GRIEVANCE PROCEDURE

Stage One

Any employee wishing to raise a grievance related to his/her employment may do so either orally or in writing to their immediate line manager. If the matter is not resolved within five working days (where this is reasonably practicable) it may be referred to stage two.

Stage Two

- If your grievance has not been resolved at stage one you should raise your grievance in writing to a senior Manager;
- You will be invited to a meeting at a reasonable time and place where your grievance will be discussed. You will then be informed of the decision taken and of your right to appeal;
- If you consider that the grievance has not been resolved to your satisfaction, you must inform the Company in writing that you wish to appeal;
- A further meeting will then be held. After this meeting you will be informed of the final decision; There is no right to appeal to this decision and this completes the Company grievance procedure;
- During these meetings you have the right to be accompanied by a work colleague or a trade union official.

If your complaint relates to your dissatisfaction with a disciplinary, capability or dismissal decision you should not invoke the grievance procedure but should instead appeal against that decision in accordance with the relevant appeal procedure.

PARENTAL AND CARERS' RIGHTS

The topics covered in this section are:

- Maternity Leave and Pay
- Paternity Leave and Pay
- Bereaved Partner's Paternity Leave
- Adoption Leave and Pay
- Antenatal Appointments
- Shared Parental Leave and Pay
- Parental Leave
- Bereavement Leave
- Time Off for Dependants
- Carers Leave
- Neonatal Care Leave and Pay

Maternity Leave and Pay

Once you discover you are pregnant please let your Manager know as soon as reasonably possible. You will be entitled to take up to 52 weeks' maternity leave which may begin at any time on or after the beginning of the 11th week before the expected week of childbirth (EWC). This period is made up of 26 weeks Ordinary Maternity Leave (OML) and 26 weeks Additional Maternity Leave (AML).

If you have accumulated at least 26 weeks' continuous service up to and including the 15th week before the EWC then you may be entitled to receive Statutory Maternity Pay (SMP) provided that your average weekly earnings are sufficient. SMP is made up of 90% of your average weekly earnings for the first 6 weeks of OML followed by 33 weeks at the lower rate. The Company provides SMP in accordance with current legislation. Please check with your Manager on these rates.

To exercise your right to maternity leave you must notify your Manager in writing, no later than by the end of the 15th week before the EWC:

- that you are pregnant;
- of the date of your EWC;
- of the date on which you intend your OML to begin.

You may be asked to provide a MATB1 form signed by your doctor or registered midwife.

If you subsequently change your mind about the date on which you want your OML to begin you may do so in writing providing you give at least 28 days' notice of the revised date.

Once you have advised the Company in writing of the date on which you intend to begin OML we will write to you within 28 days to advise you of the date on which your maternity leave will end.

If you have any further questions concerning maternity, please speak to your Manager.

Paternity Leave and Pay

The Company provides paternity leave and pay in accordance with current legislation.

Eligibility for paternity leave is dependent on you being the child's biological father (or if not the child's biological father, being the mother's husband or partner) and having (or expecting to have) responsibility for the child's upbringing.

Eligible employees are entitled to take either:

- A single period of leave of either one week or two weeks'; or
- Two non-consecutive periods of leave of a week each.
- In both cases within the first 52 weeks of the child's birth.

To exercise your right to paternity leave you must notify your Manager in writing, that you are expecting no later than by the end of the 15th week before the EWC. You need to inform your manager the date of the EWC

In addition, you must give a minimum of 28 days' notice of the dates you intend to take your paternity leave. If you subsequently change your mind about the start date of your paternity leave you must notify your Manager in writing at least 28 days before the revised date.

You are entitled to Statutory Paternity Leave (SPL) from day one of employment. If your average weekly earnings are sufficient, you will be entitled to statutory paternity pay (SPP) once you have completed 26 weeks of service prior to the 15th week before EWC. If you do not have this length of service, you are still entitled to SPL but this will be unpaid. Please check with your Manager on the current statutory rates of paternity pay.

Adoption Leave and Pay

Once you discover you have been matched with a child for adoption, please let your Manager know as soon as reasonably possible. You will be entitled to take up to 52 weeks' adoption leave which is made up of 26 weeks Ordinary Adoption Leave (OAL) and 26 weeks Additional Adoption Leave (AAL). Adoption leave is only available to one of the parents of the adopted child; the other parent may be eligible for paternity leave.

To take SAL you must notify your Manager in writing within 7 days of receiving formal notification of your being matched with a child for adoption. You must provide documentary evidence (in the form of a signed and dated "matching certificate" provided by the adoption agency) and advise the Company of the date on which the child is expected to be placed with you for adoption along with the date on which you intend your adoption leave to begin. You can choose to begin the leave any date from 2 weeks before the date on which the child is expected to be placed with you.

If you subsequently change your mind about the date, you must notify the Company in writing of the fact at least 28 days before the revised date.

If you have accumulated at least 26 weeks' continuous service up to and including the week in which you are matched with the child, you will normally qualify for Statutory Adoption Pay (SAP) provided your average weekly earnings are sufficient. SAP is made up of 90% of your average weekly earnings for the first 6 weeks of OAL followed by 33 weeks at the lower rate. The Company provides SAP in accordance with current legislation. Please check with your Manager on these rates.

Note: An employee is not entitled to take ordinary adoption leave in relation to a child in the capacity of adopter if the employee has already taken ordinary adoption leave as a result of that child being placed, or being expected to be placed, with the employee as a foster parent.

Antenatal Appointments

Female pregnant employees are entitled to reasonable time off on a paid basis to attend ante natal appointments. Wherever possible, the appointments should be made at times convenient to themselves, their colleagues and the business. With the exception of the first appointment, evidence of appointments will be required if requested.

Prospective fathers and partners also have the right to take time off on an unpaid basis to attend two antenatal appointments. The appointments may be up to 6.5 hours per appointment.

Prospective fathers and partners must be in a 'qualifying relationship' defined as follows –

- The husband of the pregnant woman;
- The same sex civil partner to the pregnant woman;
- The biological father to the unborn child;
- The parent to the unborn child;
- The intended parent(s) to any surrogacy situation.

Furthermore, employees who are adoptive parents also have the right to take time off to attend adoption appointments. The appointments may be up to 6.5 hours per appointment and the entitlement is as follows –

- Paid time off to attend up to five adoption appointments if the employee is adopting a child on their own or;
- Unpaid time off to attend up to two adoption appointments if two employees are adopting jointly (one may have the first right and one the second right)

Shared Parental Leave

Shared parental leave (SPL) is designed to enable working parents to share leave and to take time off in a more flexible way. This will allow both parents to be at home together if this is what they choose.

SPL will be created where an eligible mother or adopter brings their maternity or adoption leave to an end early. This is called "curtailing" maternity or adoption leave. The untaken weeks of maternity or adoption leave can be taken as shared parental leave if the mother/adopter or their partner is eligible for this – up to a maximum of 50 weeks. Shared parental leave may be taken in a single continuous block or may be taken in smaller blocks of leave (a minimum of a week at a time), combined with time at work.

ShPP will be created where an eligible mother or adopter chooses to bring their maternity or adoption pay or maternity allowance to an end early – this is called reducing the maternity or adoption pay period or the maternity allowance period. The untaken maternity or adoption pay, or maternity allowance will become available as statutory shared parental pay – up to a maximum of 37 weeks.

Qualifying Criteria

Shared Parental Leave (SPL) can only be used by two people:

- The mother/adopter and
- One of the following:
 - the father of the child (in the case of birth) or
 - the spouse or partner of the child's mother/ adopter.

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

Additionally, each employee must satisfy the following criteria:

- Have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/placement and still be employed by the Company in the week before any shared parental leave is due to start;
- Have been entitled to statutory maternity/adoption leave or maternity allowance and have ended or given notice to reduce any maternity/adoption entitlements;
- The employee's partner must also meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and satisfied the earnings rule in any 13 of those weeks.

Notice of Entitlement

Notice of entitlement must be given to the Company at least 8 weeks before any shared parental leave or pay can be taken and will include:

- the number of weeks that the mother or adopter took maternity or adoption leave (or will have taken, where notice has been given to curtail the leave on a specific future date);
- how many weeks of shared parental leave and pay is available to the employee and their partner;
- how much each intends to take;
- a declaration from the employee's partner stating that he or she meets the employment and earnings test. This declaration will also state that he or she gives their consent to the employee taking shared parental leave and/or pay and to you to processing information provided by them; and
- a non-binding indication of how the employee will take the shared parental leave that is available to him or her.

The employee may choose to submit their notice to book shared parental leave and pay at the same time as their notice of entitlement.

Once eligibility and entitlement has been confirmed, SPL can commence as follows:

- The mother can take SPL after she has taken the legally required two weeks of maternity leave immediately following the birth of the child;
- The adopter can take SPL after taking at least two weeks of adoption leave;
- The father/partner/spouse can take SPL immediately following the birth/placement of the child but may first choose to exhaust any paternity leave entitlements.

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

Making a request to 'book' shared parental leave and pay

A notice to book leave must be submitted to the Company at least 8 weeks before leave can be taken.

The employee may only give the Company 3 notices to book leave or to vary a previously agreed pattern of leave. The notifications to book leave may take the form of a single continuous block of leave or discontinuous periods of leave.

When the Company receives a request for SPL, the employee will be invited to a meeting within 2 weeks of submitting the request in order to discuss it. Requests for discontinuous leave (e.g. 2 weeks in June, 3 weeks in September and all of November and December) will be discussed with a view to establish whether the period's discontinuous leave can be accommodated by the Company in their requested form.

Once a request for SPL has been agreed the employee will be notified in writing of the end date of any period of SPL.

Changing a SPL Plan

Leave arrangements that have been notified can be changed by means of a notice to vary the agreed leave; 8 weeks' notice must be given.

The employee can give notice to end a period of leave earlier or later than previously notified, or to aggregate a number of discontinuous weeks into a single block using a variation notice.

A notice to vary agreed leave counts towards the cap of 3 notifications to book leave.

Contact during Shared Parental Leave

Before an employee's SPL begins, the Company will discuss the arrangements for them to keep in touch during their leave. The Company reserves the right in any event to maintain reasonable contact with the employee from time to time during their SPL. This may be to discuss the employee's plans to return to work, to ensure the individual is aware of any possible promotion opportunities, to discuss

any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.

Shared Parental Leave in Touch days

An employee can agree to work for the Company (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave in Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

Any work undertaken is a matter for agreement between the Company and the employee. The employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

The employee may use SPLIT days to work part of a week during SPL subject to the agreement of the Company. The Company and the employee may use SPLIT days to affect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.

Returning to work after Shared Parental Leave

The employee is expected to return on the next working day after their SPL end date. If the employee is unable to attend work due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If the employee wishes to return to work earlier than the expected return date, they may provide a written notice to vary the leave and must give the organisation at least eight weeks' notice of their date of early return.

On returning to work after SPL, the employee is entitled to return to the same job if the employee's aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, he or she will return to the same job.

If the employee's maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in total, the employee is entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

Statutory Shared Parental Pay (ShPP) qualifying conditions

In order to qualify for ShPP, the employee must:

- meet the qualifying requirements for shared parental leave and have a partner who also meets the employment and earnings test;
- have earned not less than the lower earnings limit in the relevant period. This is usually the 8 weeks leading up to the qualifying week (as with shared parental leave, the qualifying week is

the end of the 15th week before the week in which the baby is due to be born, or the week that the adopter is notified of being matched with a child).

Parental Leave

Eligible employees have the right to take up to 18 weeks' unpaid parental leave during the first 18 years of their child's or adopted child's life. Parental leave is available to both parents and may be taken in respect of each relevant child.

To qualify for parental leave you must:

- be the parent (named on birth certificate) of the relevant child, or
- have acquired formal parental responsibility under the Children's Act 1989, or
- be the spouse or civil partner of one of the parents of a child under 18 years old and have acquired formal parental responsibility for the child, or
- have adopted a child under 18.

Additionally, you must:

- produce evidence relating to your responsibility for the child in question and the child's date of birth (or date of adoption) if asked for;
- provide at least 21 days' notice of the date on which you wish a period of parental leave to begin (which may be postponed by the Company – see below).

Parental leave must be taken in blocks of 1 week and no more than 4 weeks may be taken in any one year in respect of any individual relevant child.

The Company may postpone parental leave if it considers that the operation of the business would be unduly interrupted if you were to take leave on the dates requested. If this is the case, you will be notified within 7 days of submitting your request of this along with alternative dates between which you could take the leave.

Parental Bereavement Leave

If you suffer the loss of a child, we will seek to do what we can to support you. In accordance with current legislation, the Company provides parental bereavement leave and pay as follows.

All employees are entitled, irrespective of length of service, to take parental bereavement leave (PBL) following the death of a child. The right applies to all employed parents who lose a child under the age of 18 or suffer a stillbirth (from 24 weeks of pregnancy).

You are entitled to PBL if you are the child's parent, or the parent's partner. Please speak to your line manager to establish whether you meet these definitions as set out in the legislation.

The leave can be taken as a single block of one week, a block of two weeks' leave or as two separate blocks of one week and may be taken at any time in the period of 56 weeks after the child's death.

If you wish to take parental bereavement leave, you need to give notice of the following:

- the date of the child's death;

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

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

Eligibility for statutory parental bereavement pay (SPBP)

In order to qualify SPBP, the following will apply:

- you have at least 26 weeks' continuous employment with us at the end of the week immediately before the one in which the child dies;
- you were employed by us on the date the child died, and
- your average earnings are not less than the lower earnings limit set by the government each year.

SPBP will be paid at the same statutory rate as SMP, SAP, SPP and ShPP or 90% of average weekly earnings, where this is lower.

Time Off for Dependants

Employees may, in certain circumstances, be entitled to take a reasonable amount of unpaid time off work to care for dependants.

A dependant is defined as the employee's spouse, child or parent, or anyone who lives in the same household as the employee (other than a tenant, lodger, boarder or employee) – this includes partners and covers anyone who would reasonably rely on the employee for assistance in the event of an illness or injury.

A reasonable amount of unpaid time off work to care for dependants is permitted in order to take action that is necessary:

- to provide help when a dependant falls ill, gives birth or is injured or assaulted;
- to make arrangements for providing care when a dependant is ill or injured;
- to cope when the arrangements for caring for a dependant unexpectedly break down
- when a dependant dies; or
- to deal with an unexpected incident involving the employee's child at a time when the child's school has responsibility for him or her.

In order to take time off to care for dependants you must inform the Company of the reason for your absence as soon as is reasonably practicable and of how long you expect the absence to last. The time off must be to deal with the immediate issue and to put in place any longer-term care arrangements that may be necessary.

Carers Leave

Employees may be entitled to take up to one week of unpaid carers leave in any twelve month period. The carer's relationship with the person being cared for, should follow the definition of 'dependant' used in the right to time off for dependants; a spouse, civil partner, child, parent, a person who lives in the same household as the employee (other than a tenant or lodger), or another person who reasonably relies on the employee for care.

Carers leave can be used for providing personal support, helping with official or financial matters, or accompanying someone to medical or other appointments. Carer's leave can be taken either as one consecutive week or in individual day or half days, up to a block of one week. Employees are required to give notice ahead of taking carer's leave. The notice requirement is in line with requests for annual leave.

Should the request for carers leave have a detrimental effect on the operations of the business, the Company may postpone the request for carers leave and mutually agree an alternative date with the employee.

Any false application for carers leave will be dealt with under the Company's disciplinary procedure.

Neonatal Care Leave and Pay

The Company offers leave and pay in circumstances where employees whose babies are born premature or sick, require time off. This type of leave and pay is known as neonatal care leave and neonatal care pay (or 'neonatal leave' and 'neonatal pay'). It applies to babies born on or after 6 April 2025.

Neonatal care is defined as medical or palliative care that starts within 29 days of the child's birth (i.e. before the baby reaches 28 days of life) that is:

- Medical care received in a hospital;
- Medical care received after the child has left hospital, under the direction of a consultant, that includes ongoing monitoring by, and visits from, healthcare professionals arranged by the hospital; or
- Palliative or end-of-life care;

If your child is receiving neonatal care, we will seek to do what we can to support you. In particular:

- by trying to ensure that our communications with you during your NCL are sensitive, e.g. we will ask if you are happy to be contacted and the best method of contact for you;
- by acknowledging your baby's birth as we would in the case of any other employee who has had a baby;

- by trying to be flexible when it is time for you to return to work, e.g. to allow you time off to visit your baby if they are still in neonatal care, to look after other children and support their partner, or to attend regular appointments after the baby's discharge.

Depending on the circumstances, you may also be entitled to maternity, adoption or paternity leave and pay, or to opt for shared parental leave and pay in respect of a child. Please see our other family leave-related policies for more information on these different types of leave and pay.

Eligibility

You are entitled to take NCL, provided you are either:

- the mother or father of the child who is receiving, or has received, neonatal care, with responsibility for the child's upbringing; or
- the mother's partner, with the main responsibility (other than the mother) for the child's upbringing;
- the child's neonatal care continues without interruption for a period of at least seven days, not counting the day on which the care starts; and
- you notify us in accordance with our notification procedures.

You may also be entitled to take NCL if you are an intended (parental order) parent, the child's adopter or prospective adopter, an overseas adopter, or the partner of the adopter, prospective adopter or overseas adopter.

Leave Entitlement

If you are eligible, you will be entitled to a week's NCL for every week your baby is in neonatal care, up to a maximum of twelve weeks. You must take at least one week's NCL at a time and cannot take the leave as 'odd' days unless agreed in advance.

Your NCL must be taken within 68 weeks of the date of the child's birth, i.e. it does not need to be taken while the child is receiving neonatal care and can be taken following maternity leave, paternity leave or shared parental leave.

In the case of a multiple birth where more than one child is receiving neonatal care, the amount of NCL you accrue will depend on whether the children are receiving neonatal care at the same time (subject always to the maximum of 12 weeks):

- if more than one child is receiving neonatal care at the same time, you will only accrue NCL in respect of one child during that period;
- for periods when the children receive neonatal care at different times, you may accrue NCL in respect of each of them.

If a child receives neonatal care for at least seven days on two or more occasions, you will be entitled to NCL on each occasion (subject to the 12-week cap).

Notification

While we recognise that your circumstances will be difficult, before taking NCL you need to notify the Company that you are entitled to take NCL and of your chosen period (or periods) of leave.

If you intend to take NCL, you must give us notice of your intention, setting out:

- your name;
- the child's date of birth;
- the date the child started to receive neonatal care or, if the notice covers each date that they started to receive neonatal care, such dates that they started to receive neonatal care;
- if the child is no longer receiving neonatal care, the date the neonatal care ended;
- the date on which you choose the period of leave to begin;
- the number of weeks of NCL you are giving notice for;
- that you are taking NCL to care for the child; and
- confirmation (if you have not already given it) that you satisfy the requirement as to the relationship with the child or the child's mother as set out above.

NCL may be taken during two different periods, known as tier 1 and tier 2.

The tier 1 period is the period that begins with the day the child starts receiving neonatal care and ends with the seventh day after they stop receiving it.

The tier 2 period is the period that begins at the end of the tier 1 period and ends 68 weeks from the date of birth.

If you wish to take any weeks of NCL during the tier 1 period, you must give notice in writing if possible of your intention to take NCL before you are due to start work on your first day of absence from work in each such week, or as soon as reasonably possible after that.

If you wish to take NCL during the tier 2 period, e.g. at the end of another period of statutory family leave taken by you or your partner, you must notify us in writing:

- at least 15 days before the leave is due to start, if you are taking a single week of neonatal care;
- at least 28 days before the leave is due to start, if you are taking two or more weeks of neonatal care.

If you have given notice to take NCL during the tier 2 period, but you no longer wish to take it, you can withdraw it by giving us, in writing, the same period of notice that was needed to take it.

If the child stops receiving neonatal care after you have given your notice of intention, you must inform us of the date that the neonatal care ends, as soon as is reasonably practicable after that date.

If the child starts to receive neonatal care again after you have notified us that neonatal care has ended, you must inform us of the date that the neonatal care started again and the date when it ends, as soon as reasonably practicable after each date.

When you have booked another type of statutory leave

It may be that you have already booked another type of statutory leave (such as paternity leave or shared parental leave) before your child starts to receive neonatal care. In those circumstances, you may be taking NCL when that statutory leave starts. The effect of this will either be to bring your NCL to an end, or to 'interrupt' it. You will usually be able to carry forward the remaining untaken period of NCL and take it after the end of the other period of statutory leave, as follows:

- if your NCL is interrupted in the tier 1 period and:
- the period of statutory leave ends within the tier 1 period (see above), you may carry forward the remaining untaken period of NCL and take it after the statutory leave period ends;
- if the period of statutory leave ends within the tier 2 period (see above), you may carry forward the remaining untaken period of NCL and take it consecutively with any other NCL taken in the tier 2 period;
- if your NCL is interrupted in the tier 2 period and at the time of giving notice of NCL you **know** that the NCL will be interrupted by the other statutory leave, you will not be entitled to take NCL in the tier 2 period.

We will try to warn you if NCL is likely to clash with a booked period of statutory leave in the tier 2 period.

Statutory neonatal pay

You will not be entitled to your normal salary during any period of NCL, but you may be entitled to NCP, provided:

- you satisfy the conditions as to relationship with the child or their mother and responsibility for the child's upbringing specified above;
- you have at least 26 weeks' continuous employment with us ending with the Qualifying Week);
- your average earnings in the eight weeks ending in the Qualifying Week are not less than the lower earnings limit set by the government each tax year;

- you are entitled to be in that employment at the end of the Qualifying Week; and
- you cared for, or intend to care for, the child during the week for which you wish to claim statutory neonatal pay.

You will be entitled to a week's NCP for each week of NCL (up to a maximum of 12 weeks), beginning from the day after the day on which a period of NCL starts.

NCP is paid at a weekly rate set by the government each year or, if lower, 90% of your average earnings.

You may be eligible for NCL but not eligible for NCP. If this happens, then NCL may be taken but it will be unpaid.

You must tell us whether you intend to claim NCP during your NCL and, if so, for what period. You can do this by providing notice an **NCP dates notice** either:

- in your written notice of NCL, if you give notice in writing; or
- separately in writing, if you do not give us written notice of NCL or you do not include details of your intention to claim NCP in your period of leave notice.

If you provide your NCP dates notice separately in writing, rather than in your written notice of NCL, the amount of notice you need to give depends on the weeks for which you want to claim NCP, and whether they begin in the tier 1 period or the tier 2 period:

- if you wish to claim NCP for one or more weeks of NCL that begin in the tier 1 period, you must give us your NCP dates notice no more than 28 days after the first day of the week you are claiming for;
- if you wish to claim NCP for a single week beginning in the tier 2 period, you must give us your NCP dates notice at least 15 days before the first day of the week you are claiming for;
- if you wish to claim NCP for two or more consecutive weeks beginning in the tier 2 period, you must give us your NCP dates notice at least 28 days before the first day of the period you are claiming for.

If it is not reasonably practicable for you to give notice as set out above, you must give notice as soon as it is reasonably practicable for you to do so.

Your NCP dates notice must include the following:

- your name;
- the date of the child's birth;
- the date that the child started to receive NCL or each such date if they have received NCL on two or more separate occasions;
- if the child is no longer receiving NCL, the date the NCL ended;

- a declaration that you have cared or intend to care for the child during the statutory pay weeks to which the NCP dates notice relates; and
- if it is the first time an NCP dates notice is given in respect of the child, a declaration that you meet the conditions as to the relationship with the child or the child's mother or adopter.

If the NCP dates notice is given while the child is still receiving NCL, you must inform us of the date that the NCL ends, as soon as is reasonably practicable after that date, as this will bring your entitlement to NCP to an end.

You may not withdraw an NCP dates notice if it relates to one or more weeks that begin in the tier 1 period.

If, after giving us your NCP dates notice in relation to a statutory pay week beginning in tier 2, you change your mind about claiming NCP, you may withdraw your NCP dates notice. You must give the same number of days' notice as for the NCP dates notice to which the withdrawal notice relates, ie:

- if the NCP dates notice related to a single week of NCP, the withdrawal notice must be given at least 15 days before the first day of that week;
- if the NCP dates notice related to two or more consecutive weeks, the withdrawal notice must be given at least 28 days before the first day of that period

If you are unwell during any week of your NCL, we will need to consider whether you are entitled to statutory sick pay (SSP) for all or part of that week, rather than receiving NCP for that week. Please therefore notify us of any sickness during your NCL.

Other terms and conditions during neonatal leave

During NCL, your contract of employment will continue and you will continue to receive all of your contractual benefits as set out in your contract of employment, with the exception of wages or salary.

You will continue to accrue your holiday entitlement in the usual way. Where possible, you must take all of your holiday entitlement during the holiday year in which it accrues which may mean taking holiday before you are expecting your baby to be born. If you are unable to take all of your holiday entitlement before the end of the holiday year in which it accrues (because your NCL is taken at short notice or straddles two holiday years) you may carry it forward to the next holiday year. Please discuss your holiday plans in good time before you are expecting your baby to be born. All holiday dates are subject to approval in the normal way.

During any period of paid NCL, we will continue to make any employer contributions to the pension scheme that we usually make, based on what your earnings would have been if you had not been on NCL. Any member contributions you make will be calculated by reference to the amount of actual pay you are receiving and you may wish to increase these contributions to make good any shortfall while you are in receipt of less than your usual salary.

During any unpaid NCL that follows a period of paid NCL, we will not make pension scheme contributions unless the pension scheme rules or your employment contract provide otherwise. Subject to the pension scheme rules, you may make member contributions during this time.

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

Returning to work

After a period of NCL, you are normally entitled to return to work in the same job you were doing immediately before you took NCL and on the same terms and conditions of employment. However, if it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are no less favourable, but only in the following circumstances:

- if your NCL and any statutory leave you have taken consecutively in relation to the relevant child adds up to more than 26 weeks in total; or
- if you took NCL consecutively with more than four weeks of (ordinary) parental leave.

FLEXIBLE WORKING REQUESTS

Qualifying Criteria

Employees with at least 26 weeks' continuous service have the statutory right to request to work flexible hours, provided they have not have submitted an earlier request within the previous 12 months.

Making a Request

All requests must be in writing and must:

- State that it is an application for a change in the employee's terms and conditions of employment;
- Specify the changes applied for and the date on which the employee proposes the changes to take effect;
- Explain what effect, if any, the requested change may have on the Company and how any such effects may be dealt with.

Once an application has been received, the Company will give it serious consideration. The employee may be invited to a meeting to discuss the request with their Manager following which they will be notified, in writing, of the Company's decision. At the meeting the employee has the right to be accompanied by a work colleague. The Company will deal with all flexible working requests within a reasonable time frame.

If a flexible working request is granted, this represents a permanent change to an employee's contract of employment and no further requests for flexible working may be made within the following 12 months.

If a flexible working request is not granted, the employee has the right to appeal. Any appeal must be made promptly and if an appeal is lodged it will be heard as soon as possible. Employees have the right to be accompanied at the appeal meeting by a work colleague.

The Company will consider and decide upon all flexible working requests, including any appeals within a period of three months from the date of the initial application.

EQUALITY POLICY

The Company is an equal opportunities employer and will not tolerate discrimination against any applicants or employees that is based on age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

The purpose of this policy is to ensure a place of work that provides equality of opportunity for applicants and employees with dignity and respect for all.

Recruitment

- The Company will always select individuals on the basis of their ability to do the job;
- The Company will endeavour to select from the widest possible pool of applicants;
- The Company will encourage management to embrace the benefits of diversity when attracting and selecting applicants to jobs;
- The Company will ensure that it does not indirectly or directly discriminate against applicants or potential applicants in the way that positions are advertised, or the way in which candidates are screened and selected.

Employment

The Company will not unlawfully discriminate against any employees in respect of their employment, and in particular when:

- Selecting staff for training or development activities;
- Providing opportunities for career development and enhancement;
- Providing or changing terms and conditions of employment;
- Applying employee's rights in the workplace.

Any employee that feels they have not been treated fairly at work should raise their concerns through the grievance procedure. An employee who makes such a complaint, or who pursues a case of discrimination will not, thereafter, be treated less favourably than other employees.

Dignity at Work

All employees have the right to work in an environment free from bullying and harassment. The Company will not tolerate such behaviour, which is considered as gross misconduct and subject to summary dismissal.

Harassment is defined as unwelcome conduct affecting the dignity of men and women in the workplace. It may be related to any personal characteristic of the individual, to whom the actions or comments are unwelcome and unacceptable.

Bullying may take many forms, but typically may include exclusion or victimisation, blocking promotions, making threats or offensive comments, overbearing supervision or misuse of authority, ridicule or demeaning behaviour. This is not an exhaustive list.

Any employee who is subject to any form of bullying or harassment should raise the matter with their Manager. The Company will treat the matter seriously and in confidence and will take any necessary action to stop the behaviour.

All employees have a personal responsibility for adhering to the Company's policy and for behaving in a considerate and respectful way to each other, to clients and business contacts, whether during working hours or attending work-related social events outside normal working hours.

Managers and those Employees responsible for supervising others, have the additional responsibility for ensuring their staff are aware of this policy and taking steps to eliminate any harassment of which they are aware, whether or not a complaint has been made.

It is preferable for complaints to be dealt with informally to reach a solution quickly with minimum embarrassment and risk to confidentiality. The Employee with the complaint should raise the problem with the perpetrator pointing out the unacceptable behaviour. If the individual finds this difficult they may find it helpful to request the support of a colleague or seek advice and support from a Director. Complaints concerning clients or business contacts should be reported directly to the appropriate Director.

In cases of harassment or where an informal approach has failed, a formal complaint should be made to the Employee's Director. He should undertake a full investigation of the complaint, interview all those concerned, take steps to resolve the issue and advise the Managing Director what action has been taken or what further action is recommended. All those involved in the process should treat the matter in the strictest confidence.

It is the responsibility of the perpetrator's Director to decide if disciplinary action is to be taken, although the wishes of the complainant will be taken into account.

The situation will be monitored, and follow-up reviews will be undertaken by the Managing Director to ensure that the unacceptable behaviour has ceased and there is no further case for complaint.

The Company will not be liable for activities of its employees where the employee has been made aware of this policy and the company has taken steps to prevent such behaviour by offering information and training where necessary.

HARASSMENT AND BULLYING POLICY

Introduction

All staff have the right to work in an environment free from bullying and harassment. The Company will not tolerate such behaviour, which is considered as gross misconduct and subject to summary dismissal. This policy should be read together with our Equality Policy.

This policy applies to all staff working for us. This could be at our premises, at home or elsewhere. It includes agency workers, apprentices, consultants, contractors, directors, employees, homeworkers, interns, temporary workers and volunteers.

All staff must read this policy so that they ensure they understand what types of behaviour may amount to:

- Standard harassment;
- Sexual harassment; or
- Bullying

If you have any queries, please speak with your line manager in the first instance. This policy is non contractual. We may amend it at any time and decide to follow a different procedure where we consider it appropriate. Our policy is that the harassment or bullying of any of our staff working for us is unacceptable behaviour. This policy covers harassment and bullying that occurs:

- In a workplace situation
- During any situation related to work, for example at a social event with colleagues, or on a business trip, or at a customer or supplier event;
- Against a colleague or other person connected to us outside of a work situation, including on social media;
- Against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

We have considered the risks of different forms of harassment which may occur in our working environment, the steps we could take to reduce those risks and which of those possible steps are reasonable. The risk assessment may be found in [enter location].

What is harassment?

Under the Equality Act 2010, there are three types of harassment:

- Sexual harassment, i.e. unwanted behaviour of a sexual nature;
- Harassment related to certain protected characteristics, i.e. age, disability, gender reassignment, race, religion or belief, sex and sexual orientation;
- Less favourable treatment as a result of harassment related to sex, sexual harassment or gender reassignment.

To be considered as harassment, the unwanted behaviour must have:

- Violated the individual's dignity; or
- Created an intimidating, hostile, degrading, humiliating or offensive environment for the individual.

Harassment can occur even when it was not intended to be offensive, as it is the effect on the recipient which is important, not whether the perpetrator intended to harass them. Harassment or bullying is unacceptable even if it is unintentional.

Harassment usually arises because the behaviour continues even after it has been made clear that the recipient regards it as offensive or unwanted. However, even a single incident may amount to harassment if it is sufficiently serious.

The unwanted nature of the behaviour separates harassment from friendly behaviour that is welcome and mutual. You must always consider whether your words or behaviour may be considered offensive by someone else.

Forms of harassment include, but are not limited to:

- Physical contact;
- Jokes, banter and mimicry;
- Offensive language, shouting or behaviour which is intimidating;
- Gossip;
- Slander;
- Offensive, insensitive or sectarian songs or messages (including email);
- Displaying posters or pictures, graffiti, emblems, flags;
- Obscene or offensive gestures;
- Offensive email and screen savers etc;

- Isolation or non co-operation and exclusion;
- Coercion for sexual favours or sexually suggestive remarks;
- Pressure to participate in political/religious groups;
- Intrusion by pestering, spying and stalking;
- Continued requests for social activities when it has been made clear that such suggestions are not welcome; and
- Verbal, non-verbal or physical conduct of a sexual nature.

Harassment will also occur if you (or anyone else) engage in unwanted behaviour (of a sexual nature or otherwise) that has the purpose or the effect described in paragraph 2.2, and if the recipient either rejects or submits to the behaviour and because of that they are treated less favourably. For example, it will be harassment for a manager whose repeated advances to a more junior worker have been consistently rebuffed and subsequently that worker receives a poor performance review because they rejected the manager's advances.

A person may also complain of harassment even if they are not the direct recipient, if they experience the effect as described in paragraph 2.2 when they witness another person being harassed.

What is bullying?

There is no legal definition of bullying however, broadly speaking, bullying at work may be defined as unwanted behaviour that is:

- Offensive, intimidating, malicious, aggressive or insulting; or
- An abuse or misuse of power that undermines, humiliates or causes physical or emotional harm to an individual.

Bullying may make the recipient feel frightened, less respected or put down, made fun of or upset. Bullying may be physical, verbal or non-verbal. In some circumstances, behaviour that is considered firm management by one person may be considered bullying by another. Most people will agree on extreme cases of bullying and harassment, but it is sometimes the 'grey' areas that cause most problems. In our organisation, unacceptable behaviour includes (this is not an exhaustive list):

- Constantly criticising someone's work;
- Spreading malicious rumours;
- Constantly putting someone down in meetings;
- Deliberately giving someone a heavier workload than everyone else;
- Excluding someone from team social events;

- Putting humiliating, offensive or threatening comments or photos on social media;
- Copying memos that are critical about someone to others who do not need to know;
- Ridiculing or demeaning someone, picking on them or setting them up to fail;
- Deliberately excluding someone from communications or meetings without good reason;
- Unfair treatment, for example, not letting someone go on training courses that everyone else is allowed to go on;
- Overbearing or intimidating supervision or other misuse of power or position;
- 'Upward bullying', for example, someone at the same or a more junior level showing continued disrespect, refusing to complete tasks, spreading rumours, constantly undermining someone's authority, or doing things to make the person seem unskilled or unable to do their job properly;
- Making threats or comments about job security without foundation;
- Preventing individuals progressing by intentionally blocking promotion or training opportunities

Genuine, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to a worker in the course of their employment will not, on its own, amount to bullying.

Consequences for the perpetrator

When an allegation of harassment or bullying is received by us, this will result in an investigation and possible disciplinary action as set out in paragraph 10 below, which could result in summary dismissal. Harassment is unlawful and individuals may also be held personally liable for their actions. In some cases, their behaviour may also amount to a criminal offence.

Standard harassment (protected characteristics)

The protected characteristics as defined by the Equality Act 2010 where 'standard' harassment may relate to are as follows:

- Age;
- Disability (past or present);
- Gender reassignment;
- Race, colour, nationality, ethnic or national origins;
- Religion or belief;
- Sex; and
- Sexual orientation.

The phrase 'relate to' covers:

- Harassment based on a perception of another person, for example that the person is gay, or is disabled, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong; and
- Harassment that occurs because someone is associated with another person, for example, someone who is harassed because they care for a disabled person, or who is harassed because they are friends with a trans person, or a white worker who sees a black colleague being subjected to racially abusive language which also causes an offensive environment for them.

Sexual harassment

Sexual harassment is defined as unwanted conduct of a sexual nature which has the purpose or the effect referred to in paragraph what is harassment above.

The conduct does not need to be sexually motivated; it only needs to be sexual in nature. This includes a wide range of behaviour. Examples are:

- Sexual comments or jokes;
- Displaying sexually graphic pictures, posters or photos;
- Suggestive looks, staring or leering;
- Propositions and sexual advances;
- Making promises in return for sexual favours;
- Sexual gestures;
- Intrusive questions about a person's private or sex life or a person discussing their own sex life;
- Sexual posts or contact on social media;
- Spreading sexual rumours about a person;
- Sending sexually explicit emails or text messages; and
- Unwelcome touching, hugging, massaging or kissing.

The unwanted conduct can be from someone of the same or a different sex. Sexual interaction that is invited, mutual or consensual is not sexual harassment (because it is not unwanted). However, situations do change and sexual conduct that has been consensual in the past may become unwanted.

Third party sexual harassment

You may have contact with third parties, such as customers, clients, suppliers or [enter those specific to your organisation]. We do not tolerate sexual harassment of our staff by any third party. If you experience or witness harassment by a third party, we would urge you to report it in accordance with paragraph 8. The following steps are taken to prevent harassment by third parties:

- We make it clear to our customers, clients, suppliers and others who work with us that sexual harassment of our staff is unacceptable OR we have a zero-tolerance policy in relation to third-party sexual harassment, e.g. by issuing notices at the entrances to our premises, or in recorded messages at the beginning of telephone calls or [enter other methods];
- We provide regular training for managers and staff to raise awareness of rights related to sexual harassment and of this policy;
- Specific training for managers will be provided to ensure that they are able to deal with complaints effectively;
- We will take steps to minimise occasions where staff work alone;
- Where possible, we will ensure that lone workers have additional support;
- We have assessed the risks when events are attended by clients, customers, suppliers and other who work with us.

If we receive a complaint of third-party harassment, we will investigate the allegation and may:

- Warn the individual about their behaviour;
- Ban them from our premises;
- Report any alleged criminal acts to the police;
- Share information with our other premises if appropriate.

Harassment and bullying procedure

We take harassment and bullying seriously so informal and formal reporting procedures have been introduced. However, you may choose to use the Grievance procedure as an alternative if you prefer.

We will deal with all allegations of harassment or bullying seriously, promptly and in confidence. Workers who feel they have been subject to harassment or bullying must not hesitate in using this procedure, and they should not fear victimisation. Anyone who retaliates against a worker who brings a complaint of harassment or bullying shall be subject to disciplinary action which may constitute gross misconduct and could result in dismissal.

[Enter job role, e.g., line manager, HR, office manager] are available to provide, in confidence, support and assistance if you have been subjected to harassment or bullying and assist in the resolution of any problems, either informally or formally.

If you are unsure as to whether an incident or series of incidents that has or have occurred constitute harassment or bullying, then in the first instance you should approach [Enter job role, e.g., line manager, HR, office manager] on an informal confidential basis. They will be able to support you in assessing whether the complaint necessitates further action, in which case the matter will be dealt with formally

or informally as appropriate. For information on our informal procedure, see paragraph 9 below, and for information on our formal procedure, see paragraph 10 below.

You may prefer to try to resolve the matter by yourself, if you feel able to do so. In some cases it may be possible for you to explain clearly to the perpetrator that the behaviour in question is not welcome, that it offends you, makes you uncomfortable or interferes with your work, and that you want it to stop—and this may be enough to make it stop. However, you may not always feel able to take this step, and in more serious cases it will not be appropriate.

If you do wish to make an informal complaint, you should put this in writing to your line manager as they will be best placed to respond to the complaint. There may be occasions where it is inappropriate to raise the matter informally, in which case you should proceed straight to the formal procedure. If your complaint is about your line manager, you should raise the complaint with another manager in the Company or proceed straight to the formal procedure.

You should make a formal complaint where serious harassment or bullying is happening, or informal methods fail or are not appropriate. Unless there are exceptional circumstances, a formal complaint should be made in writing to [insert name of specified individual]. If the matter is about that person, you should make the complaint to another more senior manager. To enable the Company to deal with your complaint properly, your written complaint should set out as much detail as possible about the behaviour in question. This should include the name of the perpetrator, the nature of the harassment or bullying which is occurring, the date(s) and time(s) at which it occurred, the names of any witnesses and any action either you or anyone else has taken to attempt to stop the behaviour.

We will talk to you about the complaint to find out more about the issue and how you would like it handled. We will try to take your preference on how you would like it handled into account and agree with you the best approach together. It may be necessary to interview other people about your complaint and we will advise you of this at the time.

An open mind will be kept when dealing with a complaint. In particular we will avoid making assumptions and look into any complaint thoroughly and fairly, keeping in mind any sensitivities that may make it hard for a worker to speak up about harassment or bullying.

We will offer support to those who experience or witness harassment or bullying, and those accused of harassment or bullying. Before deciding on the next steps, we will consider:

- If there is anyone else we need to agree the next steps with;
- The nature of the complaint or concern;

- How serious the allegations are;
- Any evidence we have so far;
- What we will need to do to look into the complaint, if we need to look into it further.

We will also consider:

- How the person who raised the concern would like it handled;
- How similar cases have been handled in the past;
- If the unfair treatment seems to be intentional;
- What might resolve the complaint;
- If we might need to take any other steps, for example if it is possible that a disciplinary procedure might be needed.

Informal procedure

For details of how to submit an informal complaint, see paragraph above. Dealing with a complaint informally means taking steps to resolve it without using the formal harassment procedure. An informal approach may involve:

- Having a quiet word (in private) with the person who has been complained about;
- Arranging a meeting with everyone involved, if they all agree; or
- Offering mediation, if everyone involved agrees.

A quiet word may be all that is needed to help repair working relationships or make it clear what counts as acceptable behaviour, for example, a manager may be able to explain to the person who has been complained about how their behaviour made the other person feel, see if they would be willing to apologise and agree with them how they will behave in the future. It may involve a number of conversations with both employees to agree a way forward.

A meeting with the people involved may also be appropriate, however before arranging this, we will meet with everyone separately first and make sure they are willing to meet to try to resolve the complaint. We will:

- Give everyone notice of the meeting;
- Hold it in a private place;
- Listen to what everyone has to say, and take everyone's views into consideration;
- Work towards resolving the issue in an acceptable way to all;

- Make sure any agreed outcome is consistent with similar situations in the past; and
- Keep notes of agreed actions.

Mediation as a resolution may also be appropriate. This will involve an independent, impartial person helping both sides to try to find a solution. It may be useful if there has been a misunderstanding, or a lack of awareness of how someone's actions are affecting someone else.

If the issue is resolved informally, we will:

- Keep a record of the actions taken and the outcomes; and
- Keep in touch with the person who made the complaint to check things are still okay.

If, at any stage in an informal process, we decide there is no need for action or further steps we will:

- Keep a written record of this decision and the reasons why; and
- Inform the person who made the complaint and explain our decision.

If the complaint cannot be resolved informally, we or you may decide to deal with it formally.

Formal procedure

For details of how to submit a formal complaint, see paragraph above. There will be occasions when we may need to deal with a complaint formally if:

- You are unable or not willing to try to resolve it informally;
- The type of situation being complained about must be dealt with formally;
- The complaint is very serious; or
- The situation could lead to disciplinary action.

We will appoint someone to investigate the complaint who will keep an open mind and carry out a fair investigation.

It may be necessary to separate the parties involved while we handle the complaint. If so, we will look to do so fairly. For example, we may temporarily move one of the parties to a different shift or location. Where possible we will not move the person who made the complaint unless they ask to be moved. Where the allegations are serious, suspension of the alleged perpetrator on full pay while the complaint is being investigated may take place. A decision to suspend the alleged perpetrator is not considered disciplinary action, nor does it imply that any decision has been taken about the case.

If you are the complainant, you will be interviewed by the investigator to establish full details of what happened. You may bring a fellow worker to support you to this meeting if you choose. The investigator will then carry out a thorough, independent, impartial and objective investigation. The

investigation will be carried out as quickly as possible and you will be given an anticipated timeframe for this. It will be carried out sensitively and with due respect for the rights of the person bringing the complaint and the alleged perpetrator.

Where a complaint is about someone other than a fellow worker, such as a third party, we will consider what action may be appropriate to protect you (and anyone else involved) pending the outcome of the investigation, bearing in mind the needs of our business and the rights of the third party. We will try to discuss the matter with the third party or their employer where appropriate.

The investigation will involve interviews with the person against whom the complaint is made and any other relevant witnesses. The alleged perpetrator will be given full details of the nature of the complaint

and will be given the opportunity to respond. The investigation may also need to examine relevant documents, including emails and other evidence.

The alleged perpetrator will have the right to be accompanied by a colleague or union representative at disciplinary meetings only and not at investigation meetings although any requests will be treated fairly.

Strict confidentiality will be maintained throughout the investigation. Confidentiality will be emphasised to the employees involved, including any witnesses. When the investigation has been completed, the complainant and the alleged perpetrator will be informed whether or not the allegation is considered to be well-founded.

If the allegation is well-founded, disciplinary action may be taken against the person alleged to have committed the behaviour complained about and, depending on the circumstances and the seriousness of the complaint, may result in the dismissal of that person with or without notice.

If the allegation is found to be not well-founded, consideration may be given to whether it is necessary to transfer or reschedule the work of both or either party, in cases where it would not be appropriate for either of them to continue to work in close proximity to each other.

We take these matters very seriously. However, malicious or false complaints of harassment or bullying can have a serious and detrimental effect upon a colleague and the workplace generally. Any unwarranted allegation of harassment or bullying made in bad faith may be dealt with in line with our disciplinary policy. We are sure that all employees appreciate that this is necessary to protect the integrity of this policy.

ENVIRONMENTAL POLICY

The Company recognises its responsibilities in relation to the environment and, wherever possible, will adopt working practices and procedures that minimise any adverse impact on the environment resulting from its operations. To this extent all employees are encouraged to play their part in this by:

Minimising waste

- Only print documents when absolutely necessary;
- Use recycling facilities where they are provided;
- Take care not to over order items.

Minimising Energy Use

- Switch off lights and electrical equipment when they are not needed;
- Only use air conditioning when absolutely necessary;
- Do not use heating in unoccupied rooms and keep temperatures at a reasonable non-excessive heat level;
- Only make business journeys when absolutely necessary and use public transport whenever possible.

Making Suggestions

The Company is keen to consider any suggestions put forward by employees as to how we can help the environment. Please make any such suggestions to your Manager.

We will seek to employ equipment, facilities, materials and working procedures that minimise any adverse environmental impact wherever practical to do so.

We will encourage our suppliers to adopt environmentally friendly processes and practices in their business.