

LITTLE MONKEYS



STAFF HANDBOOK

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Section 1 Staff handbook

1. INTRODUCTION

- 1.1 Welcome to Little Monkeys.
- 1.2 We provide holistic transport support to all members of the Armed Forces Community, not just Veterans, including family members and dependent adults and children across the whole of Scotland. This also includes the Merchant Navy and Seafarers.
- 1.3 Our bespoke service provides a person-centred journey and is split into 3 categories:
 - (a) Medical - focusing on beneficiary requirements while attending hospital, mental health, or therapeutic based appointments.
 - (b) Wellbeing - as we introduce our beneficiaries back into their local community and support them in the transition to start attending local activities, events, and volunteering opportunities.
 - (c) Intelligent signposting and onward referrals - to over 50 collaborative partners supporting with any additional needs from financial guidance, home adaptations and available statutory services.
- 1.4 Our support helps ensure attendance at all appointments and activities, helping to increase engagement to attend community based events and complete treatment plans. This will improve mental health and wellbeing.
- 1.5 We are an equal opportunities employer and do not discriminate on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

2. USING THE STAFF HANDBOOK

- 2.1 This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your line manager.
- 2.2 The policies and procedures set out in this handbook apply to all staff unless otherwise indicated. They therefore apply to managers, officers, directors, employees, consultants, contractors, trainees, homeworkers,

part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as staff in this handbook). They do not form part of the terms of your contract of employment with us, which are provided to you separately.

3. RESPONSIBILITY FOR THE STAFF HANDBOOK

- 3.1 The Chief Executive Officer has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.
- 3.2 The Staff Handbook is reviewed regularly to ensure that its provisions continue to meet our legal obligations and reflect best practice.
- 3.3 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.
- 3.4 Questions about the content or application of the handbook should be directed to your line manager.

4. PERSONAL DETAILS, HOME ADDRESS AND NEXT OF KIN

- 4.1 Line managers are responsible for maintaining up-to-date details of the home address, next of kin and emergency contact telephone numbers of each member of our staff.
- 4.2 We will request this information when you start work and you should advise of any changes straight away. Information is held in confidence and will only be used when needed.

Section 2 Dress code policy

1. ABOUT THIS POLICY

- 1.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance at work.
- 1.2 This policy outlines how we expect our employees to dress at work. Employees should note that their appearance matters when representing Little Monkeys in front of service users, clients, collaborative partners, visitors, or other parties. An employee's appearance can create a positive or negative impression that reflects on our charity and culture.
- 1.3 This policy applies to all employees.
- 1.4 Failure to comply with our dress code may result in action under our Disciplinary Procedure.
- 1.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. DRESS CODE

- 2.1 The following dress code rules always apply to drivers our outreach support officers and volunteer outreach support drivers:
 - (a) All employees must be clean and well-groomed. Employees may wear appropriate religious and cultural dress unless it creates a health and safety risk to the employee, any other person or otherwise breaches this policy.
 - (b) Little Monkeys issued and branded uniform are to be always worn.
 - (c) In instances where polo shirts are not clean, a smart shirt or a plain polo shirt is permitted as an acceptable alternative only.
 - (d) Navy Blue trousers are to be always worn; this does not include jeans.
 - (e) Smart navy shorts are permitted during summer months.
 - (f) Smart footwear is to be always worn.
 - (g) All clothes must be clean and in good shape. Discernible rips, tears or holes aren't allowed.
 - (h) Employees must avoid clothes with stamps that are offensive or inappropriate.

- (i) Little Monkeys ID Badges with Little Monkeys lanyards must be always worn.
- 2.2 The following dress code rules always apply to management including the Grants and Fundraising Officer, Engagement Support Officer, Operations Manager and Chief Executive Officer:
 - (a) All employees must be clean and well-groomed. Employees may wear appropriate religious and cultural dress unless it creates a health and safety risk to the employee, any other person or otherwise breaches this policy.
 - (b) All clothes must project professionalism. Clothes that are too revealing or inappropriate aren't allowed.
 - (c) All clothes must be clean and in good shape. Discernible rips, tears or holes aren't allowed.
 - (d) Employees must avoid clothes with stamps that are offensive or inappropriate.
 - (e) Little Monkeys ID Badges with Little Monkeys lanyards must be worn when appropriate.

3. WHAT IS BUSINESS DRESS CODE?

- 3.1 Our charity's official dress code is smart casual.
- 3.2 We may change our dress code in special cases. For example, we may require employees to wear semi-formal attire for an event. Then, employees should wear suits, ties, smart shirts and appropriate shoes, or a suitable female equivalent. We may also introduce dress-down days when employees can wear more casual clothing like jeans, simple blouses and boots. This won't apply if employees are meeting with service users, clients, collaborative partners, visitors, or other parties.
- 3.3 An employee's position may inform their dress code. If employees frequently meet with clients or prospects, they should conform to a business dress code.

4. BREACH OF THIS POLICY

- 4.1 Failure to comply with this policy may result in action under our disciplinary procedure. In some cases, line managers may also ask employees to return home to change in order to comply with this policy.
- 4.2 Employees may face more severe consequences up to and including dismissal if:

- (a) Their appearance causes serious loss to the organisation, such as the loss of a major client, or brings the organisation into serious disrepute.
- (b) They fail to follow a reasonable management instruction by repeatedly violating our dress code.

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Section 3 Expenses policy

1. ABOUT THIS POLICY

- 1.1 This policy deals with claims for reimbursement of expenses, including travel, accommodation and hospitality.
- 1.2 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. REIMBURSEMENT OF EXPENSES

- 2.1 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action.
- 2.2 Expenses will only be reimbursed if they are:
 - (a) submitted to your line manager on the appropriate claim form;
 - (b) submitted within 28 days of being incurred;
 - (c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
 - (d) authorised in advance where required.
- 2.3 We will reimburse the reasonable cost of necessary travel in connection with our business.
- 2.4 We will reimburse your reasonable out-of-pocket expenses for overnight stays provided they are supported by receipts.

Section 4 Equal opportunities policy

1. EQUAL OPPORTUNITIES STATEMENT

We are committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation (**Protected Characteristics**).

2. ABOUT THIS POLICY

- 2.1 This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.
- 2.2 The Chief Executive Officer is responsible for this policy and line managers are responsible for any necessary training on equal opportunities.
- 2.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

3. DISCRIMINATION

- 3.1 You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.
- 3.2 The following forms of discrimination are prohibited under this policy and are unlawful:
 - (a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic.
 - (b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified.
 - (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or

offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.

- (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

4. RECRUITMENT AND SELECTION

- 4.1 Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible.
- 4.2 Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.
- 4.3 Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.
- 4.4 Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.
- 4.5 We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status will not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation.
- 4.6 To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in our organisation, we

monitor applicants' ethnic group, gender, disability, sexual orientation, religion and age as part of the recruitment procedure. Provision of this information is voluntary and it will not adversely affect an individual's chances of recruitment or any other decision related to their employment. The information is removed from applications before shortlisting, and kept in an anonymised format solely for the purposes stated in this policy. Analysing this data helps us take appropriate steps to avoid discrimination and improve equality and diversity.

5. TRAINING AND PROMOTION AND CONDITIONS OF SERVICE

- 5.1 You will be given appropriate access to training to enable you to progress within the organisation and all promotion decisions will be made on the basis of merit.
- 5.2 Our conditions of service, benefits and facilities are reviewed regularly to ensure that they are available to all of you who should have access to them and that there are no unlawful obstacles to accessing them.

6. DISABILITIES

- 6.1 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.
- 6.2 We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

7. PART-TIME AND FIXED-TERM WORK

Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

8. BREACHES OF THIS POLICY

- 8.1 We take a strict approach to breaches of this policy. In relation to our employees, breaches of this policy will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- 8.2 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and

Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.

- 8.3 You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

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Section 5 Anti-harassment and bullying policy

1. ABOUT THIS POLICY

- 1.1 We are committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.
- 1.2 This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. WHAT IS HARASSMENT?

- 2.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4 Harassment may include, for example:
 - (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
 - (b) continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
 - (c) sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
 - (d) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);

- (e) racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- (f) outing or threatening to out someone as gay or lesbian;
- (g) offensive e-mails, text messages or social media content; and
- (h) mocking, mimicking or belittling a person's disability.

2.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

3. WHAT IS BULLYING?

- 3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.
- 3.2 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:
 - (a) physical or psychological threats;
 - (b) overbearing and intimidating levels of supervision; and
 - (c) inappropriate derogatory remarks about someone's performance.
- 3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

4. IF YOU ARE BEING HARASSED OR BULLIED

- 4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

- 4.3 As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.
- 4.4 We will investigate complaints in a timely, respectful and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.
- 4.5 We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation, bearing in mind the reasonable needs of the business and the rights of that person.
- 4.6 We will also seriously consider any request that you make for changes to your own working arrangements during the investigation. For example you may ask for changes to your duties or working hours to avoid or minimise contact with the alleged harasser or bully.
- 4.7 The investigator will meet with the alleged harasser or bully to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.
- 4.8 It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.
- 4.9 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

5. PROTECTION AND SUPPORT FOR THOSE INVOLVED

- 5.1 Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

5.2 Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

6. RECORD-KEEPING

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with data protection laws.

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Section 6 Sexual harassment policy

1. POLICY STATEMENT

- 1.1 We are committed to providing a working environment free from sexual harassment and ensuring all staff are treated, and treat others, with dignity and respect. We recognise that sexual harassment can occur both in and outside the workplace, such as on business trips, or at work-related events or social functions, or on social media.
- 1.2 Sexual harassment or victimisation of any member of staff, or anyone they come into contact with during the course of their work, is unlawful and will not be tolerated. We will take active steps to help prevent the sexual harassment and victimisation of all staff. Anyone who is a victim of, or witness to, sexual harassment is encouraged to report it in accordance with this policy. This will enable us to take appropriate action and provide support. Sexual harassment can result in legal liability for both the business and the perpetrator, whether they work for us or are a third party outside of our control. Sexual harassment may result in disciplinary action up to and including dismissal.

2. ABOUT THIS POLICY

- 2.1 The purpose of this policy is to set out a framework for line managers to deal with any sexual harassment that occurs by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 2.2 This policy does not form part of any contract of employment or contract to provide services, and we may amend it at any time.
- 2.3 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.
- 2.4 The Chief Executive Officer has overall responsibility for the effective operation of this policy.
- 2.5 Line managers have day-to-day responsibility for this policy and you should refer any questions about this policy to them in the first instance.

3. WHAT IS SEXUAL HARASSMENT?

- 3.1 Sexual harassment is any unwanted physical, verbal or non-verbal conduct of a sexual nature that has the purpose or effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to sexual harassment.

- 3.2 It also includes treating someone less favourably because they have submitted or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex, in the past.
- 3.3 Sexual harassment may include, for example:
- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
 - (b) continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome;
 - (c) sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
 - (d) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless); or
 - (e) offensive emails, text messages or social media content.
- 3.4 A person may be sexually harassed even if they were not the intended target. For example, a person may be sexually harassed by pornographic images displayed on a colleague's computer in the workplace.
- 3.5 Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:
- (a) Bringing proceedings under the Equality Act 2010.
 - (b) Giving evidence or information in connection with proceedings under the Equality Act 2010.
 - (c) Doing any other thing for the purposes of or in connection with the Equality Act 2010.
 - (d) Alleging that a person has contravened the Equality Act 2010.
- 3.6 Victimisation may include, for example:
- (a) Denying someone an opportunity because it is suspected that they intend to make a complaint about sexual harassment.
 - (b) Excluding someone because they have raised a grievance about sexual harassment.
 - (c) Failing to promote someone because they accompanied another staff member to a grievance meeting.
 - (d) Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

- 3.7 Sexual harassment and victimisation are unlawful and will not be tolerated. They may lead to disciplinary action up to and including dismissal if they are committed:
- (a) In a work situation.
 - (b) During any situation related to work, such as at a social event with colleagues.
 - (c) Against a colleague or other person connected to us outside of a work situation, including on social media.
 - (d) Against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.
- 3.8 We will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.
- 3.9 If any sexual harassment or victimisation of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. These may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.
- 3.10 Third-party harassment occurs where a person is harassed or sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, unwelcome sexual advances from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.
- 3.11 Third-party sexual harassment can result in legal liability and will not be tolerated. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy.
- 3.12 Any sexual harassment by a member of staff against a third party may lead to disciplinary action up to and including dismissal.
- 3.13 We will take active steps to try to prevent third-party sexual harassment of staff. This will include making the policy visible on our website.
- 3.14 If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. These may include warning the harasser about their behaviour, banning them from our services and reporting any criminal acts to the police.

4. IF YOU ARE BEING SEXUALLY HARASSED: INFORMAL STEPS

- 4.1 If you are being sexually harassed, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes

you uncomfortable. If this is too difficult, you should speak to your line manager, who can provide confidential advice and assistance in resolving the issue formally or informally. If you feel unable to speak to your line manager because the complaint concerns them, you should speak informally to either the Operations Manager or Chief Executive Officer. If this does not resolve the issue, you should follow the formal procedure below.

- 4.2 If you are not certain whether an incident or series of incidents amounts to sexual harassment, you should initially contact your line manager informally for confidential advice.
- 4.3 If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below or refer to our Grievance Procedure.

5. RAISING A FORMAL COMPLAINT

- 5.1 If you wish to make a formal complaint about sexual harassment, you should submit it in writing to your line manager. If the matter concerns your line manager, you should submit it to either the Operations Manager or Chief Executive Officer.
- 5.2 Your written complaint should set out full details of the conduct in question, including the name of the harasser, the nature of the sexual harassment, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
- 5.3 If you wish to make a formal complaint about victimisation, you should submit it in writing to your line manager.
- 5.4 Your written complaint should set out full details of the conduct in question, including the name of the person or persons you believe have victimised you, the reason you believe you have been victimised, the nature of the victimisation, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
- 5.5 As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

6. IF YOU WITNESS SEXUAL HARASSMENT OR VICTIMISATION

- 6.1 Staff who witness sexual harassment or victimisation are encouraged to take appropriate steps to address it. Depending on the circumstances, this could include:
 - (a) Intervening where you feel able to do so.

- (b) Supporting the victim to report it or reporting it on their behalf.
 - (c) Reporting the incident where you feel there may be a continuing risk if you do not report it.
 - (d) Co-operating in any investigation into the incident.
- 6.2 All witnesses will be provided with appropriate support and will be protected from victimisation.

7. FORMAL INVESTIGATIONS

- 7.1 We will investigate complaints in a timely, respectful and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it.
- 7.2 We will arrange a meeting with you, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation.
- 7.3 Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.
- 7.4 Where your complaint is about someone other than an employee, such as a customer, supplier or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.
- 7.5 We will also consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours to avoid or minimise contact with the alleged harasser.
- 7.6 It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.
- 7.7 At the end of the investigation, we will arrange a meeting with you in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a trade union representative to the meeting.

8. ACTION FOLLOWING THE INVESTIGATION

- 8.1 If we consider that there is a case to answer and the harasser is an employee, the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure. Our investigation into your complaint may be put on hold pending the outcome of the Disciplinary Procedure. Where the disciplinary outcome is that sexual harassment occurred, prompt action will be taken to address it. If the harasser is a third party, such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem.
- 8.2 Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation or counselling, or to change the duties, working location or reporting lines of one or both parties.
- 8.3 Any staff member who deliberately provides false information in bad faith, or who otherwise acts in bad faith as part of an investigation, may be subject to action under our Disciplinary Procedure. However, you will not be disciplined or treated detrimentally because your complaint has not been upheld.

9. APPEALS

- 9.1 If you are not satisfied with the outcome you may appeal in writing to the Chief Executive Officer, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 9.2 We will hold an appeal meeting, normally within one week of receiving your written appeal. Where practicable, the appeal hearing will be conducted by a manager who has not been previously involved in the case. They may ask anyone previously involved to be present. You have the right to bring a colleague or trade union representative to the meeting.
- 9.3 We will confirm our final decision in writing. This is the end of the procedure and there is no further appeal.

10. PROTECTION AND SUPPORT FOR THOSE INVOLVED

- 10.1 Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

10.2 If you believe you have suffered any such treatment you should inform your line manager. If the matter is not remedied, you should raise it formally using our Grievance Procedure or this procedure if appropriate.

10.3 Support and guidance can also be obtained from the following external services:

- (a) The Equality Advisory and Support Service (www.equalityadvisoryservice.com).
- (b) Protect (www.protect-advice.org.uk).
- (c) Victim support (www.victimsupport.org.uk).
- (d) Rape crisis (www.rapecrisis.org.uk).

11. REPORTING OUTCOMES, CONFIDENTIALITY AND RECORD-KEEPING

11.1 Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

11.2 Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

Section 7 Gender Identity Policy

1. POLICY STATEMENT

- 1.1 We are committed to promoting equal opportunities in employment and providing a supportive and inclusive working environment regardless of gender identity. We also support transgender colleagues who transition at work.
- 1.2 We recognise that some people hold beliefs which may conflict with this policy. This policy is not intended to stifle those beliefs. However, there are baseline behaviours, as set out in this policy, with which everyone is required to comply.
- 1.3 If you have any suggestions for how to improve this policy, including regarding the language used in the policy, please contact POSITION. This policy should be read alongside our Equal Opportunities Policy and Anti-harassment and Bullying Policy.

2. ABOUT THIS POLICY

- 2.1 The purpose of this policy is to outline our approach to gender identity, the prohibition of discrimination at work because of gender identity and the support that we provide to those who transition at work.
- 2.2 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.
- 2.3 Any questions you may have about the day-to-day application of this policy should be referred to your Line Manager in the first instance.

3. WHO DOES THIS POLICY APPLY TO?

- 3.1 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

4. DEFINITIONS

- 4.1 The terminology used in this policy has the following definitions (though we recognise that these are not exhaustive or universal):
 - (a) **Acquired gender** is a legal term referring to the gender in which a trans person is living and of which they can apply for legal recognition under the Gender Recognition Act 2004.

- (b) **Affirmed gender** is generally the preferred term for a trans person's gender after transitioning.
- (c) **Assigned gender** is the gender a person is assigned at birth based on physical attributes.
- (d) **Binary** refers to the "one or the other" approach to gender where a person regards themselves as either male or female.
- (e) **Cisgender** describes a person whose gender identity aligns with the gender they were assigned at birth.
- (f) **Gender dysphoria** describes the strong, persistent discomfort or distress caused by the inconsistency between a person's self-identified gender and the gender they were assigned at birth.
- (g) **Gender fluid** describes a person whose expression of gender may change from day to day.
- (h) **Gender identity** is a person's identification of their gender, which could be binary, non-binary, fluid or neutral.
- (i) **Gender neutral** describes a person who does not subscribe to the binary approach to gender.
- (j) **Gender reassignment** is defined under the Equality Act 2010 as when a person is proposing to undergo, is undergoing or has undergone a process (or part of a process) for the purpose of reassigning the person's sex by changing physiological or other attributes of sex. No medical intervention or processes are required.
- (k) **Intersex conditions** (also known as differences in sex development) are congenital anomalies of the reproductive system involving genes, hormones and reproductive organs. A gender is assigned to the person at birth which may differ from their gender identity in the future.
- (l) **Misgendering** is referring to a person using a word, especially a pronoun or a form of address, which does not correctly reflect the gender with which they identify.
- (m) **Non-binary** describes a person who does not subscribe to the binary approach to gender, and who may regard themselves as neither male nor female, or both male and female, or take another approach to gender entirely.
- (n) **Transgender** (trans) describes a person whose gender identity does not match the gender they were assigned at birth. Trans is generally the preferred umbrella term rather than transsexual.
- (o) **Transitioning** is where a trans person undergoes the process of aligning their social and physical identity to match their gender identity.

- (p) **Transsexual** is defined under the Equality Act 2010 to mean a person who has the protected characteristic of gender reassignment.

5. EQUALITY ACT 2010

- 5.1 The Equality Act 2010 protects trans people from discrimination, harassment and victimisation during all stages of the employment relationship, including in relation to recruitment, terms and conditions, promotions, transfers, dismissals, and training.
- 5.2 A person is also protected under the Equality Act 2010 if they are perceived to be trans or associate with a trans person.
- 5.3 Discrimination includes:
 - (a) Treating a person less favourably than others because of gender reassignment.
 - (b) Treating a person's absence because of gender reassignment less favourably than if they had been absent because of sickness or injury.
 - (c) Unreasonably treating a person's absence because of gender reassignment less favourably than if the absence had been for some other reason.
 - (d) Unjustifiably applying a provision, criterion or practice (such as a workplace policy or rule) which puts a trans person at a particular disadvantage when compared to other persons.
- 5.4 Harassment includes:
 - (a) Engaging in unwanted conduct relating to gender reassignment or of a sexual nature which has the purpose or effect of violating another person's dignity or creating for them an intimidating, hostile, degrading, humiliating or offensive environment.
 - (b) Treating a person less favourably because they submitted to or rejected harassment relating to gender reassignment or sexual harassment.
- 5.5 Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:
 - (a) Bringing proceedings under the Equality Act 2010.
 - (b) Giving evidence or information in connection with proceedings under the Equality Act 2010.

- (c) Doing any other thing for the purposes of or in connection with the Equality Act 2010.
- (d) Alleging that a person has contravened the Equality Act 2010.

5.6 A trans person may also be protected under other provisions of the Equality Act 2010.

6. GENDER RECOGNITION ACT 2004

- 6.1 Under the Gender Recognition Act 2004, a person can apply for legal recognition of their acquired gender through the issue of a gender recognition certificate (GRC).
- 6.2 A trans person does not require a GRC to be protected from discrimination, harassment and victimisation under the Equality Act 2010.
- 6.3 A person should not be asked to produce a GRC as evidence of their legal gender.
- 6.4 It is a criminal offence to disclose without the person's consent information that has been obtained in an official capacity, such as through a recruitment process, which either:
 - (a) Relates to a person's application for a GRC.
 - (b) Identifies a person with a GRC as transgender.

7. DISCRIMINATION AND OTHER TREATMENT

- 7.1 We do not tolerate discrimination, bullying, harassment or victimisation based on gender identity. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts, or when wearing any work uniform), and on work-related trips or events including social events.
- 7.2 To make our workplace inclusive, all staff are expected to:
 - (a) Respect a person's gender identity, name and pronouns.
 - (b) Avoid making assumptions about a person's gender, for example, based on appearance. We recommend asking how a person wishes to be addressed if you are unsure.
- 7.3 If they feel comfortable doing so, staff may include their pronouns on their email signature.
- 7.4 Bullying, harassment and other misconduct in connection with gender identity is treated as a disciplinary matter in accordance with our

Disciplinary Procedure and Anti-Harassment and Bullying Policy. It may result in disciplinary action being taken against the perpetrator. Serious cases of deliberate misconduct because of gender identity may amount to gross misconduct resulting in dismissal.

7.5 Non-exhaustive examples of misconduct, bullying and harassment prohibited by this policy include:

- (a) Repeatedly calling someone by their previous name or incorrect pronouns, or otherwise misgendering them.
- (b) Refusing to recruit, work with, promote or provide training to a person because of their gender identity, their perceived gender identity or because of the gender identity of a person with whom they associate.
- (c) Asking someone if they have a GRC.
- (d) Disclosing confidential information about a person's gender history or gender reassignment without their consent.
- (e) Verbal or written jokes or abuse based on gender identity.
- (f) Unwanted questioning about a person's gender identity, gender history or transition.

8. RAISING CONCERNS

- 8.1 We encourage you to speak up if you are subject to or witness conduct prohibited by this policy so that we can deal with this appropriately.
- 8.2 We hope that in many cases you can raise any concerns with your line manager. However, where the matter is more serious, or you feel that your line manager has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact the Chief Executive Officer.

9. RECRUITMENT

- 9.1 Our recruitment processes are inclusive to all persons regardless of gender identity, focusing instead on the skills, experience and qualifications a candidate needs to perform the role.
- 9.2 We use gender-neutral language in our vacancy advertisements, job descriptions and person specifications.
- 9.3 During the recruitment process, including at interview, staff should ask candidates how they wish to be addressed. Staff should not make assumptions about a candidate's gender or ask about their gender identity or gender history.

- 9.4 Where gender reassignment information is shared or becomes evident, such as during identity and document checks, this is kept confidential and dealt with sensitively. It does not influence the recruitment process. We process this information in accordance with our data protection policies. Informal sharing of this information without candidate consent is prohibited.

10. DRESS CODE

- 10.1 We encourage staff to follow our dress code in a way they feel matches their gender identity.

11. FACILITIES

- 11.1 Where we provide separate facilities for men and women, we encourage staff to use the facilities appropriate to their affirmed gender.

12. TRANSITIONING AT WORK

- 12.1 We support staff who transition at work. We recognise the challenges, both physical and emotional, of transitioning at work and the impact this may have. We also appreciate that no two situations are identical. We therefore encourage you to discuss the support you need with your line manager or Chief Executive Officer.
- 12.2 With your consent, a transition action plan is agreed, setting out the steps to be taken before, during and after your transition. An initial meeting is held to agree the plan, followed by regular meetings to review and update the plan as necessary. The plan is normally agreed between you and your line manager.
- 12.3 The transition action plan deals with the following:
- (a) Timescales: dates for key changes such as to name, systems and documents.
 - (b) System records: determining which existing electronic and paper records need to be changed, and what happens to pre-transition records.
 - (c) Communications: if, how and when colleagues and third parties such as customers and our pension and insurance providers will be informed.
 - (d) Absence: anticipated transition-related absences and how they will be dealt with.

- (e) Role changes: any temporary or permanent role changes during your transition, for example, if you would prefer not to carry out customer-facing tasks for a period of time.
-
- 12.4 Appointments or procedures related to your transition are treated in the same way as other medical appointments. Where possible, you should arrange them outside normal working hours. However, we recognise that this is not always practicable.
 - 12.5 If you are seeking to take time off for appointments or procedures related to your transition, we may ask you to provide evidence of these. Suitable evidence may include a letter, email or appointment card from the treatment provider.
 - 12.6 Any time off you need to take for procedures or treatment you may receive during your transition is treated as sickness absence in accordance with our Sickness Absence Policy.
 - 12.7 Absence related to your transition is recorded separately from other sickness absence and is disregarded in any employment-related decisions such as redundancy, promotion or absence management.
 - 12.8 We appreciate that you may want to limit the number of persons who know about any medical treatment you are receiving as part of your transition. If you choose to discuss your transition with your manager, we encourage you to speak with them about how you would like any related absences from work to be communicated to colleagues where necessary. If you would prefer to do so, you may speak with the Chief Executive Officer in the first instance. Whoever you speak to, they should deal with the related issues sensitively and ensure confidentiality is maintained as far as possible.
 - 12.9 Any information you provide to us about your health is processed in accordance with our data protection policies and is handled in a confidential manner.

Section 8 Anti-corruption and bribery policy

1. ABOUT THIS POLICY

- 1.1 We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. THE RULES

- 2.1 It is not acceptable for you (or someone on your behalf) to:
 - (a) give, promise to give, or offer any payment, gift, hospitality or other benefit in the expectation or hope that a business advantage will be received in return, or to reward any business advantage already given;
 - (b) induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage;
 - (c) accept any payment, gift or hospitality from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else in return; or
 - (d) give, promise to give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.
- 2.2 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

3. GIFTS AND HOSPITALITY

This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

4. RECORD-KEEPING

You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

5. HOW TO RAISE A CONCERN

If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your line manager or report it in accordance with our Whistleblowing Policy as soon as possible.

6. BREACHES OF THIS POLICY

6.1 Any employee who breaches this policy will face disciplinary action, which could result in summary dismissal.

6.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

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Section 9 Whistleblowing policy

1. ABOUT THIS POLICY

- 1.1 We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. WHISTLEBLOWING AND RAISING CONCERNS

- 2.1 Whistleblowing is the reporting of suspected wrongdoing or dangers at work. This may include bribery, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.
- 2.2 We hope that in many cases you will be able to raise such concerns with your line manager. However, where you prefer not to raise it with your line manager for any reason, you should contact the Chief Executive Officer.
- 2.3 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

3. PROTECTION AND SUPPORT FOR WHISTLEBLOWERS

- 3.1 We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 3.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern.
- 3.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action.
- 3.4 However, if we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower may be subject to disciplinary action.

Section 10 Disciplinary Procedure

1. ABOUT THIS PROCEDURE

- 1.1 The aim of this procedure is to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with staff to maintain those standards and encourage improvement where necessary.
- 1.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure.
- 1.3 This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence or poor performance.
- 1.4 This procedure applies to employees only although it does not form part of any employee's contract of employment and we may amend it at any time. The company may bypass any of the provisions outlined in this policy where the company deems it appropriate to do so.

2. RULES OF CONDUCT

- 2.1 While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:
 - (a) observe the terms and conditions of your contract;
 - (b) observe all our rules, policies and procedures as notified to you from time to time whether in writing or otherwise;
 - (c) comply with all reasonable instructions given by managers; and
 - (d) act at all times in good faith and in the best interests of our business.
- 2.2 Failure to maintain satisfactory standards of conduct may result in action being taken under this procedure.

3. CONFIDENTIALITY

- 3.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 3.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

- 3.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless there are exceptional circumstances which would justify a witness's identity remaining confidential.

4. MINOR CONDUCT ISSUES

- 4.1 Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings.
- 4.2 Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

5. INVESTIGATIONS

- 5.1 Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 5.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.

6. CRIMINAL ALLEGATIONS

- 6.1 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- 6.2 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- 6.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

7. THE HEARING

- 7.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 7.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 7.3 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.
- 7.4 After the hearing, we will inform you in writing of our decision.

8. DISCIPLINARY ACTION AND DISMISSAL

- 8.1 The usual penalties for misconduct are:
 - (a) **Stage 1: First written warning.** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.
 - (b) **Stage 2: Final written warning.** In case of further misconduct where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct. The warning will usually remain active for 12 months.
 - (c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below. You may also be dismissed without a warning for any act of misconduct during the first two years of your continuous employment.
- 8.2 We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract of employment), and/or extension of a final written warning with a further review period.

9. APPEALS

- 9.1 You may appeal in writing to the Chief Executive Officer within one week of being told of the decision.
- 9.2 The appeal hearing will, where possible, be held by someone senior to the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.
- 9.3 After the hearing, we will inform you in writing of our final decision. There is no further right of appeal.

10. GROSS MISCONDUCT

- 10.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).
- 10.2 The following are examples of matters that are regarded as gross misconduct:
 - (a) theft or fraud;
 - (b) dishonesty;
 - (c) falsification of company records;
 - (d) actual or threatened physical violence or bullying or other offensive or obscene behaviour;
 - (e) using threatening, offensive or unacceptable language;
 - (f) deliberate and serious damage to or misuse of company property;
 - (g) serious misuse of the organisation's property or name;
 - (h) deliberately accessing internet sites containing pornographic, offensive or obscene material, or other material in breach of the company's IT and communications policy;
 - (i) insubordination, including refusal to carry out a reasonable management instruction;
 - (j) unlawful discrimination, harassment or victimisation;
 - (k) making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
 - (l) making untrue allegations in bad faith against a colleague;
 - (m) bringing the organisation into serious disrepute, or acting in a manner which has potential to bring the organisation into serious disrepute;

- (n) being under the influence of alcohol or illegal drugs, or otherwise breaching the company's alcohol and drugs policy;
- (o) possession, use, supply or attempted supply of illegal drugs;
- (p) breach of the company's smoking policy;
- (q) causing loss, damage or injury through serious negligence;
- (r) a serious breach of health and safety rules;
- (s) failure to wear protective clothing when required;
- (t) failure to use protective equipment when required and/or a failure to correctly operate protective equipment;
- (u) breach of the company's anti-corruption and bribery policy;
- (v) a serious breach of confidence including, but not limited to, unauthorised use, processing or disclosure of personal data contrary to our Data protection policy;
- (w) conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;
- (x) serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;
- (y) knowing breach of statutory rules affecting your work;
- (z) refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- (aa) giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
- (bb) dishonestly giving false information regarding your COVID-19 or other required vaccination or exemption status;
- (cc) repeatedly or seriously failing to comply with any reasonable instructions or measures that we implement in response to an emergency or other critical situation;
- (dd) working from abroad without our prior written approval and satisfaction of any relevant requirements, or failing to return to the UK and your normal place of work in accordance with any agreed overseas working arrangement;
- (ee) failing to work your contractual hours while working from home or as part of a hybrid working arrangement, or giving false or misleading information relating to your hours of work and activities while working from home;

- (ff) undertaking unauthorised paid or unpaid employment during your working hours;
- (gg) unauthorised entry into an area of the premises to which access is prohibited; and
- (hh) the recording of workplace discussions or meetings without the consent of participants.

This list is intended as a guide and is not exhaustive.

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Section 11 Capability Procedure

1. ABOUT THIS PROCEDURE

- 1.1 The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary.
- 1.2 It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.
- 1.3 This policy does not apply to cases involving genuine sickness absence or misconduct.
- 1.4 This procedure applies to employees only although it does not form part of any employee's contract of employment and we may amend it at any time. The company may bypass any of the provisions outlined in this procedure where the company deems it appropriate to do so.

2. IDENTIFYING PERFORMANCE ISSUES

- 2.1 In the first instance, performance issues should normally be dealt with informally between you and your line manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement.
- 2.2 Informal discussions may help:
 - (a) clarify the required standards;
 - (b) identify areas of concern;
 - (c) establish the likely causes of poor performance and identify any training needs; and/or
 - (d) set targets for improvement and a time-scale for review.

3. DISABILITIES

Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or

providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases.

4. NOTIFICATION OF A CAPABILITY HEARING

4.1 If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:

- (a) A summary of relevant information gathered as part of any investigation.
- (b) A copy of any relevant documents which will be used at the capability hearing.
- (c) A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

4.2 We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

5. RIGHT TO BE ACCOMPANIED AT HEARINGS

5.1 You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.

5.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

5.3 If your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days we may require you to choose someone else.

5.4 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

6. PROCEDURE AT CAPABILITY HEARINGS

- 6.1 If you or your companion cannot attend the hearing you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence including any written representations you have made.
- 6.2 The hearing will normally be held by your line manager. You may bring a companion with you to the hearing (see Paragraph 5). Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 6.3 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.
- 6.4 The aims of a capability hearing will usually include:
- (a) Setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered.
 - (b) Allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations.
 - (c) Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.
 - (d) Identifying whether there are further measures, such as additional training or supervision, which may improve performance.
 - (e) Where appropriate, discussing targets for improvement and a time-scale for review.
 - (f) If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.
- 6.5 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be

given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

- 6.6 We will inform you in writing of our decision and our reasons for it following the capability hearing. Where possible we will also explain this information to you in person.

7. STAGE 1 HEARING: FIRST WRITTEN WARNING

- 7.1 Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you a first written warning setting out:

- (a) The areas in which you have not met the required performance standards.
- (b) Targets for improvement.
- (c) Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- (d) A period for review.
- (e) The consequences of failing to improve within the review period, or of further unsatisfactory performance.

- 7.2 The warning will normally remain active for 12 months. After the active period the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of any future capability proceedings.

8. STAGE 2 HEARING: FINAL WRITTEN WARNING

- 8.1 If your performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a Stage 2 capability hearing. We will send you written notification as set out in Paragraph 4.

- 8.2 Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:

- (a) The areas in which you have not met the required performance standards.
- (b) Targets for improvement.
- (c) Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- (d) A period for review.

- (e) The consequences of failing to improve within the review period, or of further unsatisfactory performance.

8.3 A final written warning will normally remain active for 12 months. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.

9. STAGE 3 HEARING: DISMISSAL OR REDEPLOYMENT

9.1 We may decide to hold a Stage 3 capability hearing if we have reason to believe:

- (a) Your performance has not improved sufficiently within the review period set out in a final written warning.
- (b) Your performance is unsatisfactory while a final written warning is still active.
- (c) Your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

9.2 We will send you written notification of the hearing as set out in Paragraph 4.

9.3 Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:

- (a) Dismissing you.
- (b) Redeploying you into another suitable job at the same grade, subject to there being a suitable vacancy.
- (c) Extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).
- (d) Giving a final written warning (where no final written warning is currently active).

9.4 Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

10. APPEAL

10.1 You may appeal in writing to the Chief Executive Officer within one week of being told of the decision.

- 10.2 The appeal hearing will, where possible, be held by someone senior to the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.
- 10.3 After the hearing, we will inform you in writing of our final decision. There is no further right of appeal.

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Section 12 Grievance procedure

1. ABOUT THIS PROCEDURE

- 1.1 Most grievances can be resolved quickly and informally through discussion with your line manager. If this does not resolve the problem you should initiate the formal procedure set out below.
- 1.2 Issues that could cause grievances may include:
 - (a) terms and conditions of employment;
 - (b) health and safety;
 - (c) work relations;
 - (d) bullying and harassment;
 - (e) new working practices;
 - (f) working environment;
 - (g) organisational change; and
 - (h) discrimination.
- 1.3 This procedure should not be used to complain about dismissal or disciplinary action. If you are dissatisfied with any disciplinary action, you should submit an appeal under the appropriate procedure.
- 1.4 We have a separate Anti-harassment and Bullying Policy that may be useful if you have been the victim of bullying or harassment or wish to report an incident of bullying or harassment involving other people.
- 1.5 We also operate a separate Whistleblowing Policy to enable employees to report illegal activities, wrongdoing or malpractice. However, where you are directly affected by the matter in question, or where you feel you have been victimised for an act of whistleblowing, you may raise the matter under this Grievance Procedure.
- 1.6 This procedure does not form part of any employee's contract of employment and we may amend it at any time. The company may bypass any of the provisions outlined in this policy where the company deems it appropriate to do so.

2. STEP 1: WRITTEN GRIEVANCE

- 2.1 If your grievance cannot be resolved informally, you should put it in writing and submit it to your line manager indicating that it is a formal grievance. If your grievance concerns your line manager you may

submit it to the Chief Executive Officer and an appropriate individual will then be appointed to consider your grievance.

- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

3. STEP 2: MEETING

- 3.1 We will arrange a grievance meeting as soon as possible following receipt of your written grievance. You should make every effort to attend. The purpose of a grievance meeting is to enable you to explain your grievance and how you think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations you have made.
- 3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened. The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. For completeness, we may initiate an investigation before holding a grievance meeting where we consider this appropriate.
- 3.5 You must co-operate fully and promptly in any investigation and grievance meeting. This may include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending interviews, as part of our investigation.
- 3.6 After the meeting, we will write to you to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

4. STEP 3: APPEALS

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to the Chief Executive Officer, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 4.2 We will hold an appeal meeting as soon as possible following receipt of the appeal. This will be dealt with impartially, normally by a more senior manager who has not previously been involved in the case. You will have a right to bring a companion (see paragraph 3.2).
- 4.3 After the meeting, we will confirm our final decision in writing. There is no further right of appeal.

Section 13 Sickness absence policy

1. ABOUT THIS POLICY

- 1.1 This policy sets out our procedures for reporting and managing sickness absence.
- 1.2 Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).
- 1.3 We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.
- 1.4 Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.
- 1.5 Any information you provide to us about your health will be processed in accordance with our Data protection policy. We recognise that such data is sensitive and will handle it in a confidential manner.
- 1.6 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors. This policy does not form part of any employee's contract of employment and we may amend it at any time. The company may bypass any of the provisions outlined in this policy where the company deems it appropriate to do so.

2. DISABILITIES

- 2.1 We are aware that sickness absence may result from a disability. Particular consideration will therefore be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or to assist a return to work.
- 2.2 If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your line manager.

3. REPORTING ABSENCE FROM WORK

- 3.1 If you cannot attend work for any reason, including where you cannot attend due to sickness or injury, you should telephone your line manager as early as possible and no later than 30 minutes prior to the time when you are normally expected to start work. This notification requirement applies on your first day of absence and on each subsequent day of absence, unless your line manager has agreed to less frequent updates being provided by you.
- 3.2 It is not acceptable to send a text message or other written notification of your absence, and it is necessary for you to personally telephone your line manager unless the circumstances make it impossible for you to do so.
- 3.3 You should expect to be contacted during your absence by your line manager who will want to enquire after your health and be advised, if possible, as to your expected return date.

4. EVIDENCE OF INCAPACITY

- 4.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 4.2 For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason and this must be forwarded to your line manager as soon as possible. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided without delay.
- 4.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform your line manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.
- 4.4 Any delay in the submission of a self-certification form or statement of fitness for work from your doctor may result in disciplinary action being taken against you, even if that documentation is subsequently produced.

5. UNAUTHORISED ABSENCE

- 5.1 Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

- 5.2 Absence that has not been notified according to the absence reporting procedure set out above will be treated as unauthorised absence.
- 5.3 If you do not report for work and have not telephoned your line manager to explain the reason for your absence, your line manager may try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.
- 5.4 Absence from work that is not due to sickness or injury will be treated as unauthorised absence unless it has been authorised in advance by the Company or is for a genuine reason falling under one of the Company's other policies.

6. STATUTORY SICK PAY

You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are your normal days of work, as set out in your contract of employment. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.

7. COMPANY SICK PAY

Any entitlement to Company Sick Pay will be outlined in your contract of employment.

8. RETURN-TO-WORK INTERVIEWS

- 8.1 After a period of absence your line manager may hold a return-to-work interview with you. The purposes may include:
- (a) ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
 - (b) confirming you have submitted the necessary certificates;
 - (c) updating you on anything that may have happened during your absence; and/or
 - (d) raising any other concerns regarding your absence record or your return to work.

9. MEDICAL EXAMINATIONS

- 9.1 We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

- 9.2 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential and held in accordance with data protection laws.

10. MANAGING PERSISTENT SHORT-TERM ABSENCE

- 10.1 The following paragraphs (11, 12 and 13) set out our procedure where your level or frequency of short-term absence has given us cause for concern.
- 10.2 The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.
- 10.3 We may invite you to a sickness absence meeting whenever we consider it necessary, including, for example, if you:
- (a) have been absent due to illness on a number of occasions (for example, three occasions of absence in any twelve-month period);
 - (b) have discussed matters at a return-to-work interview that require investigation; and/or
 - (c) have been absent for more than seven days in any twelve-month period.
- 10.4 We will notify you in writing of the time, date and place of any meeting, and why it is being held.
- 10.5 Meetings will normally be conducted by your line manager.
- 10.6 You may be accompanied at a sickness absence meeting by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 10.7 You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 10.8 If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

11. STAGE 1: FIRST SICKNESS ABSENCE MEETING

- 11.1 The purposes of a first sickness absence meeting may include:
- (a) Discussing the reasons for absence.
 - (b) Where you have been absent on a number of occasions, determining the likelihood of further absences.
 - (c) Considering whether medical advice is required.
 - (d) Considering what, if any, measures might improve your health and/or attendance.
 - (e) Agreeing a way forward (including whether a stage 1 absence warning should be issued), action that will be taken and a timescale for review and/or a further meeting under this policy.
- 11.2 A stage 1 absence warning may be issued after a first sickness absence meeting where you have been absent due to illness on a number of occasions and/or where the company does not consider there to be a satisfactory explanation for these absences. A stage 1 absence warning will remain active for six months.

12. STAGE 2: FURTHER SICKNESS ABSENCE MEETING(S)

- 12.1 Following the first sickness absence meeting and the issuing of a stage 1 absence warning, if your absence level continues to be unsatisfactory, a further sickness absence meeting may be convened.
- 12.2 The purposes of further meeting(s) may include:
- (a) Discussing the reasons for absence.
 - (b) Where you have been absent on a number of occasions, determining the likelihood of further absences.
 - (c) Considering whether medical advice is required.
 - (d) Considering what, if any, measures might improve your health and/or attendance.
 - (e) Agreeing a way forward (including whether a final absence warning should be issued), action that will be taken and a timescale for review and/or a further meeting under this policy. This may, depending on steps we have already taken, include warning you that you are at risk of dismissal.
- 12.3 A final absence warning may be issued where you have had further absences due to illness since the first sickness absence meeting and/or where the company does not consider there to be a satisfactory

explanation for these absences. A final absence warning will remain active for twelve months.

13. STAGE 3: FINAL SICKNESS ABSENCE MEETING

13.1 Where you have been warned that you are at risk of dismissal and/or where you have been issued with a final absence warning, we may invite you to a final sickness absence meeting if your absence level continues to be unsatisfactory.

13.2 The purposes of the final sickness absence meeting will be:

- (a) To review the meetings that have taken place and matters discussed with you.
- (b) To consider any further matters that you wish to raise.
- (c) To consider whether there is a reasonable likelihood of you achieving the desired level of attendance in a reasonable time.
- (d) To consider the possible termination of your employment.

13.3 Termination will normally be with full notice or payment in lieu of notice.

14. MANAGING LONG-TERM ABSENCE

14.1 The following paragraphs set out our procedure for dealing with long-term absence. The purpose of the procedure is to investigate and discuss the reasons for your absence and whether there are any measures that could improve your health and/or assist you in a return to work. We may decide that medical evidence is required before deciding on a course of action.

14.2 We may invite you to a long-term sickness absence meeting if your absence from work is considered to be long term. Long-term absence is generally considered to be any absence of four weeks or longer.

14.3 We will notify you in writing of the time, date and place of any meeting, and why it is being held.

14.4 Meetings will normally be conducted by your line manager.

14.5 You may be accompanied at a sickness absence meeting by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.

14.6 You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you cannot

attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

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

14.8 The purposes of the long-term sickness absence meeting will be:

- (a) To discuss the reasons for and impact of your ongoing absence.
- (b) To discuss how long your absence is likely to last.
- (c) Considering your ability to return to work in view both of your capabilities and our business needs and any adjustments that can reasonably be made to your job and/or working environment to enable you to do so.
- (d) Considering possible redeployment opportunities and whether any adjustments can reasonable be made to assist in redeploying you.
- (e) Where you are able to return from long-term sickness absence, whether to your job or a redeployed job, agreeing a return to work programme.
- (f) If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.
- (g) To consider the possible termination of your employment.

14.9 Termination will normally be with full notice or payment in lieu of notice.

15. APPEALS

15.1 You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing the Chief Executive Officer, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.

15.2 If you are appealing against a decision to dismiss you, we will hold an appeal meeting as soon as possible following receipt of the appeal. This will be dealt with impartially and, where possible, by a more senior manager who has not previously been involved in the case.

15.3 After the hearing, we will confirm our final decision in writing. There is no further right of appeal.

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

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Section 14 Stress and mental wellbeing at work policy

1. ABOUT THIS POLICY

- 1.1 We are committed to protecting the health, safety and wellbeing of our staff. We recognise the importance of identifying and tackling the causes of work-related stress. We also recognise that personal stress, while unrelated to the workplace, can adversely affect the wellbeing of staff at work. The purpose of this policy is to set out the measures we have in place to support the mental wellbeing of all our staff.
- 1.2 We have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised. This policy takes account of our legal obligations.
- 1.3 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns. This policy does not form part of any employee's contract of employment and we may amend it at any time.
- 1.4 Any information you provide to us about your health will be processed in accordance with our Data protection policy. We recognise that such data is sensitive and will handle it in a confidential manner.

2. UNDERSTANDING STRESS AND MENTAL HEALTH

- 2.1 Stress is the adverse reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.
- 2.2 Mental health is a term to describe our emotional, psychological and social wellbeing; it affects how we think, feel and act and how we cope with the normal pressures of everyday life. Positive mental health is rarely an absolute state since factors inside and outside work affect mental health, meaning that we move on a spectrum that ranges from being in good to poor mental health.
- 2.3 There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress and undermines mental health.

- 2.4 Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress and poor mental health. They can also compound normal workplace pressures.
- 2.5 We recognise that individuals react to similar situations in different ways and that what triggers stress and poor mental health varies from person to person.

3. OUR APPROACH TO MENTAL WELLBEING IN THE WORKPLACE

3.1 We will:

- (a) Promote a culture of open communication by providing both formal and informal channels through which staff can raise concerns
- (b) Take account of stress and mental wellbeing when planning and allocating workloads.
- (c) Monitor working hours and overtime to ensure that staff are not overworking and monitor holidays to ensure that staff are using their entitlement.
- (d) Ensure risk assessments include or specifically address work-related stress.
- (e) Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.
- (f) Ensure that in any workplace reorganisation our change management processes are designed to minimise uncertainty and stress.
- (g) Implement policies and procedures to address factors that can cause or worsen stress in particular so that we can provide a workplace free from harassment, bullying and victimisation and address inappropriate behaviour through disciplinary action.
- (h) Provide training to help all staff understand and recognise the causes of work-related stress and mental ill health, the impact of stress from factors in everyday life and the steps they can take to protect and enhance their own mental wellbeing and that of their colleagues.
- (i) Provide support for staff affected by or absent by reason of stress.

4. SUPPORTING THE IMPLEMENTATION OF THIS POLICY

- 4.1 All staff should ensure that they are familiar with this policy and act in accordance with its aims and objectives. Staff should plan and organise

their work to meet personal and organisational objectives and co-operate with support, advice and guidance that may be offered by line managers. Anyone who experiences or is aware of a situation that may result in work-related stress or undermine mental wellbeing at work should speak to a manager.

4.2 All line managers have a responsibility to recognise potential issues of work-related stress or mental ill health in the staff they manage. They will be given training to support them in this and should seek advice from a senior manager in the event that they have concerns. All managers should:

- (a) Promote a culture of open communication.
- (b) Effectively plan and provide feedback on performance.
- (c) Ensure that staff receive necessary training.
- (d) Monitor workloads and reallocate work where necessary.
- (e) Ensure that staff understand the standards of behaviour expected of them and others, and act on behaviour that falls below those standards.

4.3 We have appointed a number of mental health first aiders who can be contacted by any member of staff experiencing a mental health issue or emotional distress. Mental health first-aiders can discuss your concerns and provide details of available support. Details of mental health first aiders are available from your line manager.

4.4 Help and information can also be obtained from Mind, the mental health charity, or the Samaritans. Details of these organisations can be found online.

4.5 If any member of staff is considered by their line manager or colleagues to be at serious risk of self-harm, or of harming others, action must be taken straight away. The matter should be referred to their line manager who will seek medical advice if that is reasonably practicable. Every effort will be made to contact any person nominated by the member of staff as an emergency contact. Where necessary the emergency services will be called. The wellbeing of the member of staff and those around them will always be our first concern.

5. ADDRESSING WORK-RELATED STRESS

5.1 If you believe you are suffering from work-related stress you should discuss this with your line manager, or another member of management, in the first instance.

5.2 Once an issue affecting your health comes to the attention of your line manager, we will discuss with you what steps can be taken to address that issue. Those steps may include any of the following:

- (a) A review of your current job role, responsibilities, workload and working hours. Adjustments may be agreed to these, on a temporary basis and subject to further review, where appropriate.
- (b) Where it appears that stress has been caused by bullying or harassment, investigation under our Disciplinary and/or Grievance Procedures.
- (c) Referral for medical advice, treatment and/or a medical report.
- (d) If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.

6. ABSENCE DUE TO STRESS OR MENTAL ILL HEALTH

6.1 If you are absent due to work-related stress or mental ill health, you should follow our absence reporting procedure.

6.2 In cases of prolonged or repeated absence it may be necessary to apply the procedure set out in our Sickness Absence Policy.

7. CONFIDENTIALITY

7.1 Information about stress, mental health and mental wellbeing is highly sensitive. Every member of staff is responsible observing the high level of confidentiality that is required when dealing with information about stress or mental health whether they are supporting a colleague or because they are otherwise involved in the operation of a workplace policy or procedure.

7.2 Breach of confidentiality may give rise to disciplinary action.

7.3 However, there are occasions when information about stress or mental wellbeing need to be shared with third parties. For example:

- (a) Where steps need to be taken to address work-related stress such as reallocating work within a team.
- (b) Where medical advice is required on how to support a member of staff, address issues raised by work-related stress or address issues raised by mental ill health.
- (c) Where allegations of harassment, bullying or other misconduct require a disciplinary investigation or proceedings to take place.

- (d) Where a member of staff presents an immediate danger to themselves or others.

7.4 In these circumstances, wherever possible, matters will be discussed with the member of staff concerned before any action is taken.

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Section 15 Maternity policy

1. ABOUT THIS POLICY

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave.
- 1.2 This policy applies to employees however it does not form part of any employee's contract of employment and we may amend it at any time.
- 1.3 In some cases you or your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after birth, however you must take a period of compulsory maternity leave first. Details of SPL are set out in our Shared Parental Leave Policy.

2. TIME OFF FOR ANTE-NATAL CARE

- 2.1 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.
- 2.2 If you are the prospective father or the spouse, civil partner or partner of a pregnant person you may be entitled to unpaid time off to attend two ante-natal appointments in relation to each pregnancy. Please give us as much notice of the appointment as possible. You may be entitled to up to 6.5 hours' unpaid leave for each such ante-natal appointment. If you wish to take time off to attend further antenatal appointments you should request annual leave.

3. ENTITLEMENT TO MATERNITY LEAVE

All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**) provided they comply with the notification requirements set out in paragraph 4.

4. NOTIFICATION

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

- 4.2 Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
- (a) that you are pregnant;
 - (b) the week, starting on a Sunday in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
 - (c) the date on which you would like to start your maternity leave (**Intended Start Date**).
- 4.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).
- 4.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

5. HEALTH AND SAFETY

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

6. STARTING MATERNITY LEAVE

- 6.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 6.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before your original Intended Start Date (or 28 days before your new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.
- 6.3 Your maternity leave should normally start on your Intended Start Date (if notified to us in accordance with this policy). However, it may start

earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, your maternity leave will start on the following day.

- 6.4 Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- 6.5 The law says that we cannot allow you to work during the two weeks following childbirth, or four weeks for factory workers.

7. MATERNITY PAY

- 7.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks provided:
 - (a) you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
 - (b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the government;
 - (c) you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
 - (d) you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
 - (e) you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.
- 7.2 SMP is calculated as follows:
 - (a) First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period.
 - (b) Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.
- 7.3 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments are made on the next normal payroll date and income tax, National Insurance and pension contributions are deducted as appropriate.

- 7.4 You are still eligible for SMP if you leave employment for any reason after the start of the Qualifying Week.
- 7.5 If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise.
- 7.6 You will qualify for company maternity pay if you have been continuously employed during the 12 month period ending with the Qualifying Week and have not received any company maternity pay, adoption pay or shared parental pay from our employment during the 12 month period ending with the Qualifying Week. This is paid at the rate of your normal basic salary for the first month of your maternity leave and includes any SMP that may be due for that period.
- 7.7 Payment of company maternity pay is conditional upon you confirming in writing, prior to starting maternity leave, that you intend to return to work for at least six months. If you later decide not to return to work for this minimum period, you must repay any company maternity pay (but not SMP).

8. DURING MATERNITY LEAVE

- 8.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.
- 8.2 Annual leave entitlement will continue to accrue at the rate provided under your contract of employment. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your maternity leave can be carried over and must be taken immediately before returning to work unless your line manager agrees otherwise. Please discuss your holiday plans with your line manager in good time before starting your maternity leave. All holiday dates are subject to approval by your line manager.
- 8.3 If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform your line manager that you wish to make up any shortfall.

- 8.4 In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to you to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

9. KEEPING IN TOUCH

- 9.1 We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 9.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with your line manager.
- 9.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement.

10. RETURNING TO WORK

- 10.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.
- 10.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML or more than four weeks' parental leave and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 10.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 10.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract of employment. This does not affect your right to receive SMP.

Section 16 Adoption policy

1. ABOUT THIS POLICY

- 1.1 This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. If you are fostering a child with a view to possible adoption or having a child through a surrogate mother, or if you are adopting through an overseas adoption agency your line manager will advise you of the relevant requirements and your entitlements.
- 1.2 In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first.
- 1.3 This policy applies to employees however it does not form part of any employee's contract of employment and we may amend it at any time.

2. ENTITLEMENT TO ADOPTION LEAVE

- 2.1 You are entitled to adoption leave if you meet all the following conditions:
 - (a) you are adopting a child through a UK or overseas adoption agency;
 - (b) the adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**);
 - (c) you have notified the agency that you agree to the child being placed with you on the Expected Placement Date; and
 - (d) your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 2.2 You may also be entitled to adoption leave if you become a foster parent or if you enter into a surrogacy agreement. Please ask your line manager for further details.
- 2.3 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

3. NOTIFICATION REQUIREMENTS

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

4. ADOPTION APPOINTMENTS

- 4.1 An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.
- 4.2 You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.
- 4.3 If you are adopting a child with another person, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid.
- 4.4 If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.
- 4.5 If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.
- 4.6 You must not take more than six and a half hours off for each appointment, including travel and waiting time.
- 4.7 You must give us as much notice of the appointment as possible. You must provide your line manager with a signed statement or an email confirming:

- (a) the date and time of the appointment;
 - (b) that the appointment has been arranged or requested by the adoption agency;
 - (c) whether you are adopting a child alone or jointly with another person; and
 - (d) if you are adopting with another person, whether you are electing to take paid or unpaid time off.
- 4.8 If you take paid time off for an adoption appointment, you cannot then take paternity leave in relation to that child.
- 4.9 If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off must be taken before the first child is placed with you.
- 4.10 We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances we reserve the right to refuse a request for a particular appointment but we will not do so without good reason.

5. STARTING ADOPTION LEAVE

- 5.1 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- 5.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or at least 28 days before the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

6. ADOPTION PAY

- 6.1 Statutory adoption pay (**SAP**) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:
- (a) you have at least 26 weeks' continuous employment with us ending with the week in which the agency notifies you in writing of the match (**the Qualifying Week**);

- (b) your average earnings during the eight weeks ending with the Qualifying Week (**Relevant Period**) are not less than the lower earnings limit set by the government each tax year; and
- (c) you have given us the relevant notifications under paragraph 3.

6.2 SAP is calculated as follows:

- (a) The first six weeks of SAP are paid at 90% of your average earnings over the Relevant Period.
- (b) The remaining 33 weeks are at a rate set by the government each year, or 90% of your average earnings over the Relevant Period, if this is lower. For further information please speak to your line manager.

6.3 SAP accrues with each complete week of absence and payments are made on the next normal payroll date. Income tax, National Insurance and pension contributions are deducted as appropriate.

6.4 If you leave employment for any reason you are still eligible for SAP if you have already been notified by an agency that you have been matched with a child.

6.5 If you become eligible for a pay rise which includes a sum in respect of the Relevant Period, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise.

6.6 You will qualify for company adoption pay if you have been continuously employed during the 12 month period ending with the Qualifying Week and have not received any company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the 12 month period ending with the Qualifying Week. This is paid at the rate of your normal basic salary for the first month of your adoption leave and includes any SAP that may be due for that period.

6.7 Payment of company adoption pay is conditional upon you confirming in writing, prior to starting adoption leave, that you intend to return to work for at least six months. If you later decide not to return to work for this minimum period, you must repay any company adoption pay (but not SAP).

7. DURING ADOPTION LEAVE

- 7.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.
- 7.2 Annual leave entitlement will continue to accrue at the rate provided under your contract of employment. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your adoption leave can be carried over and must be taken immediately before returning to work unless your line manager agrees otherwise. Please discuss your holiday plans with your line manager in good time before starting your adoption leave. All holiday dates are subject to approval by your line manager.
- 7.3 If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform your line manager that you wish to make up any shortfall.

8. KEEPING IN TOUCH

- 8.1 We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 8.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your adoption leave. This is not compulsory and must be discussed and agreed with your line manager.
- 8.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement.

9. RETURNING TO WORK

- 9.1 You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.
- 9.2 You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment.

However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

- 9.3 If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 9.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract of employment.

Draft Only

Section 17 Paternity policy

1. ABOUT THIS POLICY

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.
- 1.2 This policy applies to employees however it does not form part of any employee's contract of employment and we may amend it at any time.

2. FREQUENTLY USED TERMS

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

3. ENTITLEMENT TO PATERNITY LEAVE

- 3.1 Paternity leave is available to employees of either gender, for the purpose of caring for a child, or supporting the child's other parent, in the following cases:
 - (a) On the birth of a child, where either:
 - you are the biological father and expect to have some responsibility for the child's upbringing; or
 - you are the mother's Partner and you expect to have the main responsibility (with the mother) for the child's upbringing.
 - (b) On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
 - (c) Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.

- (d) Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.
- 3.2 To qualify for paternity leave you must have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth or the week in which you or your Partner are notified by the adoption agency or local authority that you/they have been matched with a child.
- 3.3 In adoption, fostering for adoption, and surrogacy cases, you may wish to consider taking adoption leave instead (see the Adoption Leave Policy). Only one parent can take adoption leave so you should discuss this with your Partner. You cannot take both paternity leave and adoption leave.
- 3.4 You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave (see the Shared Parental Leave Policy).

4. PATERNITY LEAVE

- 4.1 Paternity leave is a period of up to two weeks' leave taken when a child is born or placed with you for adoption. You may choose to take:
 - (a) A single period of leave of either one week or two weeks.
 - (b) Two separate periods of leave of one week each.
- 4.2 You can start your leave on the date of birth or placement, or a later date of your choosing. Leave can be taken any time within 52 weeks of the birth or placement, or within 52 weeks of the first day of the Expected Week of Childbirth (if the child is born early).
- 4.3 To take paternity leave you must give us written evidence of your entitlement by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified you of being matched with a child) or as soon as you reasonably can, stating:
 - (a) either:
 - the Expected Week of Childbirth; or
 - the Expected Placement Date and that you wish to receive paternity pay rather than adoption pay in respect of the child;

- (b) that you are the father of the child, or that you are not the child's father but that your partner is the child's mother or adopter (or, in surrogacy cases, the other parental order parent); and
 - (c) that you expect to have the main responsibility (apart from your spouse, civil partner or partner) for the child's upbringing.
- 4.4 To choose a period of paternity leave, you must give us written notice at least 28 days before the chosen start date (or no more than seven days after the adoption agency notifies you of being matched with a child), or as soon as you reasonably can, stating:
 - (a) the start date of the leave (which may be a specified date after the start of the expected week of childbirth or the expected adoption placement date, the actual date of the birth or adoption placement, or a specified number of days after the birth or adoption placement);
 - (b) the duration of the leave; and
 - (c) that the purpose of the leave will be to care for the child or to support the child's mother or adopter (or, in surrogacy cases, the other parental order parent).
- 4.5 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can. Your notice of variation must confirm that the purpose of the new period of leave is to care for the child or to support your partner.

5. PATERNITY PAY

- 5.1 In this paragraph, **Relevant Period** means the eight-week period ending with the **Qualifying Week** which is the 15th week before the Expected Week of Childbirth or the week in which you or your partner were notified of being matched with the child.
- 5.2 Statutory paternity pay (SPP) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the Qualifying Week (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match), and your average earnings are not less than the lower earnings limit set by the government each tax year.
- 5.3 SPP is paid at a prescribed rate which is set by the government each tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For further information please contact your line manager.

- 5.4 You will qualify for company paternity pay if you have been continuously employed during the 12 month period ending with the Qualifying Week and have not received any company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the 12 month period ending with the Qualifying Week. This is paid at the rate of your normal basic salary during paternity leave and includes any SPP that may be due for that period.
- 5.5 Payment of company paternity pay is conditional on you confirming in writing, before starting paternity leave, that you intend to return to work for at least three months after paternity leave. If you later decide not to return to work for this minimum period, you must repay any company paternity pay (but not SPP).

6. DURING PATERNITY LEAVE

- 6.1 All the terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay.
- 6.2 Annual leave entitlement will continue to accrue during paternity leave at the rate provided under your contract of employment. If your paternity leave continues into the next holiday year, any remaining holiday that cannot reasonably be taken before your paternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your line manager agrees otherwise. Please discuss your holiday plans with your line manager in good time before starting paternity leave. All holiday dates are subject to approval by your line manager.
- 6.3 If you are a member of the pension scheme, we shall make employer pension contributions during paternity leave, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform your line manager that you wish to make up any shortfall.

7. RETURNING TO WORK

- 7.1 You must return to work after paternity leave on the expected return date unless you tell us otherwise. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.

- 7.2 You are normally entitled to return to work following paternity leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent. However, if you have combined paternity leave with another type of family-related leave please see the relevant policy as the position may be slightly different.
- 7.3 If you want to change your hours or other working arrangements you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 7.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract of employment.

Section 18 Shared parental leave policy

1. ABOUT THIS POLICY

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please contact your line manager for the relevant information about leave.
- 1.2 This policy applies to employees however it does not form part of any employee's contract of employment and we may amend it at any time.

2. FREQUENTLY USED TERMS

The definitions in this paragraph apply in this policy.

Expected week of childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

Partner: spouse, civil partner or someone living with another person in an enduring family relationship, but not a sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the fifteenth week before the expected week of childbirth.

3. WHAT IS SHARED PARENTAL LEAVE?

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

4. ENTITLEMENT TO SPL

- 4.1 You are entitled to SPL in relation to the birth of a child if:
 - (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or your partner;
 - (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or

- (c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

4.2 The following conditions must also be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

4.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

4.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth or four weeks for factory workers.

4.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

5. **OPTING IN TO SHARED PARENTAL LEAVE AND PAY**

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

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;

- (e) how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- (g) how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and the other parent that you meet the statutory conditions for entitlement to SPL and ShPP.

6. ENDING MATERNITY LEAVE

- 6.1 If you are the child's mother and are still on maternity leave, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see above) or a written declaration that the child's father or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4 The curtailment notice is usually binding and cannot be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
 - (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, you can revoke the curtailment notice in writing up to eight weeks after it was given;

- (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
 - (c) if the other parent has died.
- 6.5 Once you revoke a curtailment notice you cannot submit a second curtailment notice, unless the revocation was given in the circumstances in paragraph 6.4(b).
- 6.6 If you are the child's father or the mother's partner, you will only be able to take SPL once the mother has either:
 - (a) returned to work;
 - (b) given her employer a curtailment notice to end her maternity leave;
 - (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
 - (d) given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).

7. EVIDENCE OF ENTITLEMENT

- 7.1 You must also provide on request:
 - (a) a copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
 - (b) the name and address of the other parent's employer (or a declaration that they have no employer).

8. NOTIFYING US OF YOUR SPL DATES

- 8.1 Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.
- 8.2 Leave must be taken in blocks of at least one week.
- 8.3 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice. If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.

- 8.4 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of shared parental leave.

9. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

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

10. CHANGING THE DATES OR CANCELLING YOUR SPL

- 10.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 10.2 You can change the dates for a period of leave by giving us at least eight weeks' notice before the original start date and the new start date.
- 10.3 You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.
- 10.4 A notice to cancel or change a period of leave will count as one of your three period of leave notices, unless:

- (a) the variation is a result of your child being born earlier or later than the EWC;
- (b) the variation is at our request; or
- (c) we agree otherwise.

11. SHARED PARENTAL PAY

- 11.1 ShPP of up to 39 weeks (less any weeks of statutory maternity pay or adoption pay claimed by you or the other parent) may be available provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.
- 11.2 You will qualify for company shared parental pay if you have been continuously employed during the 12 month period ending with the Qualifying Week and have not received any company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the 12 months ending with the Qualifying Week.
- 11.3 Company shared parental pay is paid at the full rate of your normal basic salary for the first month of your SPL and includes any ShPP that may be due for that period. Any company maternity or paternity pay you have received for the same child will be treated as company shared parental pay when calculating your entitlement.
- 11.4 Payment of company shared parental pay is conditional upon you confirming in writing, before starting SPL, that you intend to return to work for at least six months after the end your SPL. If you later decide not to return to work for this minimum period, you must repay any company shared parental pay (but not ShPP).

12. OTHER TERMS DURING SHARED PARENTAL LEAVE

- 12.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 12.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your line manager agrees otherwise. Please discuss your holiday plans with your line manager in good time before starting SPL. All holiday dates are subject to approval by your line manager.

- 12.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform your line manager that you wish to make up any shortfall.

13. KEEPING IN TOUCH

- 13.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 13.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.
- 13.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

14. RETURNING TO WORK

- 14.1 If you want to end a period of SPL early, you must give us eight weeks' prior notice of the return date. It is helpful if you give this notice in writing.
- 14.2 If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 14.3 If you want to extend your SPL you must submit a new period of leave notice at least eight weeks before the date you were due to return to work, assuming you still have SPL entitlement remaining and have not already submitted three period of leave notices. If you are unable to request more SPL you may be able to request annual leave or ordinary parental leave, which will be subject to business need.
- 14.4 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- (a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- (b) if you took SPL consecutively with more than four weeks of ordinary parental leave (under our Parental Leave Policy).

14.5 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

14.6 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Draft Only

Section 19 Parental leave policy

1. ABOUT THIS POLICY

- 1.1 This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. ENTITLEMENT TO PARENTAL LEAVE

- 2.1 To be eligible for parental leave, you must:
 - (a) have at least one year's continuous employment with us;
 - (b) have or expect to have responsibility for a child; and
 - (c) be taking the leave to spend time with or otherwise care for the child.
- 2.2 You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.
- 2.3 Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.
- 2.4 You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

3. TAKING PARENTAL LEAVE

- 3.1 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child.
- 3.2 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence allowance. In that case, leave may be taken in blocks of less than one week. However, there is still a limit of four weeks per year for each child and 18 weeks in total for each child.
- 3.3 In all cases, parental leave can only be taken up to the child's 18th birthday.

4. NOTIFICATION REQUIREMENTS

- 4.1 You must notify your line manager of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.
- 4.2 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.
- 4.3 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

5. EVIDENCE OF ENTITLEMENT

- 5.1 We may ask to see evidence of:
 - (a) your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order;
 - (b) the child's date of birth or date of adoption placement; and
 - (c) if applicable, the child's entitlement to a disability living allowance, armed forces independence allowance or personal independence allowance.

6. OUR RIGHT TO POSTPONE PARENTAL LEAVE

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

7. TERMS AND CONDITIONS DURING PARENTAL LEAVE

- 7.1 Parental leave is unpaid. You will not be entitled to employer pension contributions in respect of the period of leave.
- 7.2 Your contract of employment will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

8. ABUSE OF THIS POLICY

Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue under our Disciplinary Procedure.

Section 20 Menopause policy

1. ABOUT THIS POLICY

- 1.1 We are committed to supporting staff affected by the menopause. We recognise that many members of staff will experience the menopause and that for some the menopause will have an adverse impact on their working lives.
- 1.2 The purpose of this policy is to:
 - (a) Raise awareness of the menopause and its impact in the workplace.
 - (b) Encourage open conversations between line managers and staff.
 - (c) Direct employees to relevant advice and assistance.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.
- 1.4 Any information you provide to us about your health will be processed in accordance with our Data protection policy. We recognise that such data is sensitive and will handle it in a confidential manner.

2. WHAT IS THE MENOPAUSE

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

3. OPEN CONVERSATIONS

- 3.1 Menopause is not just an issue for women. All staff should be aware of the menopause so that they can support those going through it or otherwise affected by it.
- 3.2 We encourage an environment in which colleagues can have open conversations about the menopause. We expect all staff to be supportive of colleagues who may be affected by the menopause in the workplace.
- 3.3 Anyone affected by the menopause should feel confident to talk to their line manager about their symptoms and the support they may need to reduce the difficulties the menopause can cause them at work.
- 3.4 Line managers should be ready to have open conversations with staff about the menopause and what support is available. Such conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Data protection policy.

4. RISK ASSESSMENTS

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

5. SUPPORT AND ADJUSTMENTS

- 5.1 While many who go through the menopause will be able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work.
- 5.2 If you believe that you would benefit from adjustments or other support, you should speak to your line manager in the first instance.
- 5.3 We may refer you for medical advice to better understand any adjustments and other support that may help alleviate symptoms affecting you at work.

Section 21 Time off for dependants policy

1. ABOUT THIS POLICY

- 1.1 The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.
- 1.2 This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.
- 1.3 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.4 This policy applies to employees, however it does not form part of any employee's contract of employment and we may amend it at any time.

2. REASONABLE UNPAID TIME OFF

- 2.1 You have a right to take a reasonable amount of unpaid time off work when it is necessary to:
 - (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
 - (b) make longer-term care arrangements for a dependant who is ill or injured;
 - (c) take action required in consequence of the death of a dependant;
 - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
 - (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.
- 2.2 A **dependant** for the purposes of this policy is:
 - (a) your spouse, civil partner, parent or child;
 - (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
 - (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in paragraph 2.1.

- 2.3 This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your line manager.
- 2.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.
- 2.5 Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

3. EXERCISING THE RIGHT TO TIME OFF

- 3.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager:
 - (a) the reason for your absence; and
 - (b) how long you expect to be away from work.
- 3.2 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.
- 3.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

Section 22 Flexible working policy

1. ABOUT THIS POLICY

- 1.1 This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.
- 1.2 We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than two months unless we have agreed a longer period with you.
- 1.3 This policy applies to employees; however, it does not form part of any employee's contract of employment and we may amend it at any time.

2. ELIGIBILITY

- 2.1 To be eligible to make a flexible working request, you must:
 - (a) be an employee;
 - (b) not have made two flexible working requests during the last 12 months (which includes requests that have been withdrawn); and
 - (c) not make a request to work flexibly if a request you made previously has not been concluded.

3. WHAT IS A FLEXIBLE WORKING REQUEST?

- 3.1 A flexible working request under this policy means a request to do any or all of the following:
 - (a) to reduce or vary your working hours;
 - (b) to reduce or vary the days or times you work; and/or
 - (c) to work from a different location (for example, from home).

4. MAKING A FLEXIBLE WORKING REQUEST

- 4.1 Your flexible working request should be submitted to your line manager in writing and dated. It should be submitted in good time and ideally at least two months before you would like the changes to take effect. It should:
 - (a) state that it is a flexible working request;

- (b) explain the reasons for your request;
- (c) provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want the changes to take effect; and
- (d) confirm that you are eligible to make a request and state whether you have made any previous flexible working requests.

5. MEETING

- 5.1 We will normally arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.
- 5.2 The meeting will be used to discuss the working arrangements you have requested. You will be able to explain how the arrangements will accommodate your needs. If we cannot accommodate the arrangements you have requested, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.
- 5.3 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

6. DECISION

- 6.1 We will inform you in writing of our decision as soon as possible after the meeting.
- 6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.
- 6.3 If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.
- 6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.
- 6.5 We may reject your request for one or more of the following business reasons:
 - (a) the burden of additional costs;
 - (b) detrimental effect on ability to meet customer demand;

- (c) inability to reorganise work among existing staff;
- (d) inability to recruit additional staff;
- (e) detrimental impact on quality;
- (f) detrimental impact on performance;
- (g) insufficiency of work during the periods that you propose to work; or
- (h) planned structural changes.

6.6 If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal procedure.

7. APPEAL

- 7.1 You may appeal to a Director in writing within 14 days of receiving our written decision.
- 7.2 Your appeal must be dated and must set out the grounds on which you are appealing.
- 7.3 We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.
- 7.4 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

8. EXTENDING TIME LIMITS

- 8.1 There may be occasions when it is not possible to complete consideration of your request within the time limits set out in legislation. In those circumstances, we may seek to agree an extension to the time limits with you.
- 8.2 Where an extension of the time limits is agreed, we will write to you confirming the extension and the date on which it will end.

Section 23 Relationships at work policy

1. ABOUT THIS POLICY

- 1.1 We understand that many people meet their partners at work and that personal relationships between staff are inevitable. The purpose of this policy is to govern personal relationships in the workplace while respecting the right of all our staff to a private life. This policy does not prohibit staff from having a personal relationship with a work colleague but instead sets out guidelines for conduct within the workplace and provides a framework for managers to deal with personal relationships which may affect the business.
- 1.2 In many cases a personal relationship between staff will not interfere with work. However, sometimes a personal relationship will be or become problematic because it adversely impacts on other colleagues or negatively affects business efficiency. Personal relationships can be particularly problematic where they involve members of the same team or are between a supervisor or manager and subordinate. This means that personal relationships are potentially a legitimate management concern.
- 1.3 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. DEFINITION OF PERSONAL RELATIONSHIP

- 2.1 When we use the phrase "personal relationship" in this policy we mean any emotional or romantic relationship which goes beyond the normally accepted boundaries of the professional sphere between colleagues. This will include formal, family relationships (for example, where people are married or living together). It will also include less formal situations (for example, where the parties consider that they are "seeing each other" or "going out together").
- 2.2 This definition is not intended to be exhaustive. Given the sensitive nature of personal relationships, all staff are required to use common sense in assessing whether or not this policy is relevant to them. If any person is unsure whether this policy applies to their circumstances, they should speak to their line manager in confidence about their situation.
- 2.3 This definition includes all personal relationships between any member of staff, regardless of whether those involved work in the same team, department, division or office, or at the same site.

3. MANAGEMENT GUIDELINES

- 3.1 Where a manager becomes aware that a member of their team is in a personal relationship with a colleague, they are required to treat this sensitively and, as far as possible, in confidence.
- 3.2 Most personal relationships should not have a significant impact on the workplace or efficiency of work. However, managers need to recognise their responsibility to all team members and to the needs of the business.
- 3.3 No action should be taken simply because a staff member is in a personal relationship with a colleague. Only if there is an issue or risk should action be considered.
- 3.4 Managers will know that they must not discriminate against staff on various protected grounds. They should particularly consider the characteristics of sex, sexual orientation and age before taking any action as a result of a personal relationship. For example, it should not be assumed that the more junior person in a couple will be transferred out of a team, as this could be indirectly discriminatory.
- 3.5 Managers should be aware that conduct directed towards a colleague for personal reasons may be unwanted and that, in some circumstances, this could amount to unlawful harassment for which the employer could be liable. We will take any grievances (formal or informal) very seriously and investigate these without delay. Managers should escalate any complaints of this nature as soon as possible.
- 3.6 Any information regarding personal relationships is confidential and likely to be protected under data protection laws. Managers are reminded about their data protection obligations under the law, including ensuring the security of such information.

4. CONDUCT OF THOSE IN PERSONAL RELATIONSHIPS

- 4.1 Any members of staff who are in a personal relationship are expected to conduct themselves in a professional manner at work at all times in respect of such relationship. This means being considerate of the feelings of their other colleagues in their day-to-day dealings and being discrete in any discussions regarding their private life within the workplace. Public displays of affection are inappropriate in the work sphere.
- 4.2 Our equipment and resources are provided for work purposes only. Any inappropriate use in furtherance of a personal relationship will be treated as a disciplinary matter.

- 4.3 Our confidentiality rules continue to apply regardless of any personal relationship. Staff must ensure that they protect all confidential and commercially sensitive information from unauthorised disclosure.
- 4.4 As a matter of policy, colleagues who are in a personal relationship should not also be in manager/subordinate roles in the workplace. Where such a personal relationship arises, both parties are required to inform a senior manager, in confidence, as soon as reasonably practicable. We will then liaise with those involved to agree a plan to minimise the impact of the personal relationship on the business. This is likely to involve transferring one or both of the partners from their current role. If this is not possible for operational reasons, then we will consider putting in place appropriate safeguards to ensure transparency and fairness.
- 4.5 Failure to disclose a personal relationship as required by this policy will be treated as a disciplinary matter and, subject to investigation, could result in disciplinary action, up to and including dismissal.

5. DISCRIMINATION, HARASSMENT AND OTHER POLICIES

- 5.1 We are committed to providing a workplace which is fair and equal. Nobody will be disadvantaged, discriminated against or otherwise subjected to a detriment because they are in a personal relationship.
- 5.2 We will not tolerate any form of harassment of our staff and will take any allegations extremely seriously. Staff are reminded to consider their legal obligations towards colleagues. These may be especially pertinent at the beginning or end of a relationship, when professionalism and discretion will be particularly important.

Section 24 Time off for public duties policy

1. ABOUT THIS POLICY

- 1.1 We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not legally obliged to grant paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.
- 1.2 This policy applies to employees, although it does not form part of any employee's contract of employment and we may amend it at any time.

2. JURY SERVICE

- 2.1 You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons if requested.
- 2.2 Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.
- 2.3 We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

3. VOLUNTARY PUBLIC DUTIES

- 3.1 Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.
- 3.2 If you are unsure whether a public service that you perform is covered by this policy you should speak to your line manager.
- 3.3 As soon as you are aware that you will require time off for performance of a public service you should notify your line manager in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.
- 3.4 Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the business.

4. RESERVE FORCES DUTIES

- 4.1 We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training.
- 4.2 If we receive notice that you have been called-up for active service we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).
- 4.3 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.
- 4.4 If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable.

Section 25 Health and safety policy

1. ABOUT THIS POLICY

- 1.1 We are committed to ensuring the health and safety of staff and anyone affected by our business activities, and to providing a safe and suitable environment for all those attending our premises.
- 1.2 This policy sets out our arrangements for ensuring we meet our health and safety obligations to staff and anyone visiting our premises or affected by our work.
- 1.3 The Operations Manager has overall responsibility for health and safety and the operation of this policy.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

2. YOUR RESPONSIBILITIES

- 2.1 All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.
- 2.2 You should report any health and safety concerns immediately to your line manager.
- 2.3 You must co-operate with managers on health and safety matters, including the investigation of any incident.
- 2.4 Failure to comply with this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

3. TRAINING

- 3.1 We will ensure that you are given adequate training and supervision to perform your work competently and safely.
- 3.2 Staff will be given a health and safety induction and provided with appropriate safety training.

4. EQUIPMENT

You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager. Do not attempt to repair equipment unless trained to do so.

5. ACCIDENTS AND FIRST AID

5.1 Details of first aid facilities and the names of trained first aiders are displayed on our website.

5.2 All accidents and injuries at work, however minor, should be reported and recorded via our website.

6. NATIONAL HEALTH ALERTS

6.1 In the event of an epidemic or pandemic alert we will organise our business operations and provide advice on steps to be taken by staff, in accordance with official guidance, to reduce the risk of infection at work as far as possible. Any questions should be referred to your line manager.

6.2 It is important for the health and safety of all our staff that you comply with instructions issued in these circumstances.

7. FIRE SAFETY

7.1 All staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.

7.2 If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point shown on the fire safety notices. Do not stop to collect belongings or use any lifts. Fire wardens will assist in the evacuation of the building and you must follow their instructions. Do not re-enter the building until told to do so.

7.3 If you discover a fire do not attempt to tackle it unless it is safe and you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call reception and report the location of the fire.

7.4 Nominated individuals will be trained in the correct use of fire extinguishers.

- 7.5 Fire drills will be held regularly and must be taken seriously. We also carry out regular fire risk assessments and regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.

8. RISK ASSESSMENTS AND MEASURES TO CONTROL RISK

We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.

9. COMPUTERS AND DISPLAY SCREEN EQUIPMENT

- 9.1 If you use a computer screen or other display screen equipment (DSE) as a significant part of your work, you are entitled to a workstation assessment and regular eyesight tests by an optician at our expense, where these are not provided to you free of charge.
- 9.2 Further information on workstation assessments, eye tests and the use of DSE can be obtained from your line manager.

Section 26 Control of substances hazardous to health (COSHH) regulations policy

1. INTRODUCTION

- 1.1 This policy outlines our commitment to controlling substances hazardous to health in accordance with the Control of Substances Hazardous to Health Regulations (COSHH).
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. PURPOSE

The purpose of this policy is to ensure the health and safety of our employees, volunteers, service users, contractors, and visitors by minimising the risks associated with hazardous substances used within our organisation.

3. RESPONSIBILITIES

- 3.1 **Management:** Ensure that all hazardous substances are assessed for risk and that necessary control measures are implemented. Provide appropriate training and resources to employees.
- 3.2 **Employees:** Follow all safety procedures and protocols outlined in this policy. Report any unsafe conditions or incidents involving hazardous substances to management immediately.

4. IDENTIFICATION OF HAZARDOUS SUBSTANCES

- 4.1 All substances used within the workplace must be pre-approved by management and assessed to determine if they are hazardous. This includes, but is not limited to:
- 4.2 Cleaning products:
 - (a) **Substances:** Disinfectants and cleaning agents (e.g., sprays, wipes).
 - (b) **Hazards:** Chemical exposure can lead to respiratory issues, skin irritation, or allergic reactions if not used properly.
- 4.3 Fuels and fluids:
 - (a) **Substances:** Diesel, gasoline, engine oil, brake fluid.
 - (b) **Hazards:** Inhalation of fumes, skin contact, or spills can be hazardous. A risk of fire also exists.

- 4.4 Vehicle spare parts:
- (a) **Substances:** Asbestos in older brake linings or insulation materials.
 - (b) **Hazards:** Inhalation of asbestos fibers can lead to serious respiratory diseases.
- 4.5 Car wash chemicals:
- (a) **Substances:** Acid cleaners, waxes, and polish.
 - (b) **Hazards:** Can cause skin burns, respiratory issues if inhaled, and environmental hazards if not disposed of properly.
- 4.6 Solvents:
- (a) **Substances:** Paint thinners, degreasers, and cleaners.
 - (b) **Hazards:** Volatile organic compounds (VOCs) can cause headaches, dizziness, and long-term health issues.
- 4.7 Biological agents:
- (a) **Substances:** Bacteria or fungi that can grow in damp vehicle interiors.
 - (b) **Hazards:** Potential for respiratory infections or allergic reactions, particularly in vehicles with mold or mildew.
- 4.8 Waste products:
- (a) **Substances:** Used oil, rags soaked in chemicals, or cleaning debris.
 - (b) **Hazards:** May pose a fire risk, environmental contamination, or health risks if improperly handled or disposed of.

5. RISK ASSESSMENT

- 5.1 All staff members are required to conduct thorough risk assessments for any substances they wish to use. Staff members must submit their own individual Little Monkeys COSHH registers to their respective line managers and receive formal written approval before proceeding to use any new or unauthorised substances. Assessments should include:
- (a) Identification of the substance.
 - (b) Potential health effects.
 - (c) Exposure routes.
 - (d) Existing control measures.
 - (e) Additional control measures required.

6. CONTROL MEASURES

6.1 Control measures must be implemented to minimise exposure to hazardous substances. These may include:

- (a) Use of personal protective equipment (PPE).
- (b) Engineering controls (ventilation, containment).
- (c) Safe storage and handling practices.
- (d) Regular maintenance of equipment.

7. TRAINING AND INFORMATION

All employees and volunteers receive appropriate training regarding hazardous substances via their one day health and training workshop conducted by IED Training Solutions Ltd.

8. REVIEW AND MONITORING

This policy will be reviewed annually or whenever there is a significant change in procedures, substances used, or relevant legislation. Monitoring will be conducted to ensure compliance and assess the effectiveness of control measures.

9. EMERGENCY PROCEDURES

In the event of an incident involving hazardous substances, report this to management and, if necessary, seek medical attention.

10. CONCLUSION

Little Monkeys is committed to ensuring a safe working environment. By following this COSHH policy, we can protect our employees and comply with health and safety regulations. Computers and display screen equipment.

Section 27 Portable appliance testing (PAT) policy

1. WHAT IS PORTABLE APPLIANCE TESTING (PAT)

- 1.1 Portable appliance testing (PAT) is the term used to describe the examination of electrical appliances and equipment to ensure they are safe to use. Most electrical safety defects can be found by visual examination but some types of defect can only be found by testing. However, it is essential to understand that visual examination is an essential part of the process because some types of electrical safety defect can't be detected by testing alone.
- 1.2 A relatively brief user check (based upon simple training and perhaps assisted by the use of a brief checklist) can be a very useful part of any electrical maintenance regime. However, more formal visual inspection and testing by a competent person may also be required at appropriate intervals, depending upon the type of equipment and the environment in which it is used.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. I'VE BEEN TOLD THAT, BY LAW, I MUST HAVE MY PORTABLE ELECTRICAL APPLIANCES TESTED EVERY YEAR. IS THIS CORRECT?

The Electricity at Work Regulations 1989 require that any electrical equipment that has the potential to cause injury is maintained in a safe condition. However, the Regulations do not specify what needs to be done, by whom or how frequently (ie they don't make inspection or testing of electrical appliances a legal requirement, nor do they make it a legal requirement to undertake this annually).

3. WHAT IS THE LITTLE MONKEYS POLICY ON PORTABLE APPLIANCE TESTING?

We have taken the decision not to test electrical appliances that we use working from home, but all electrical items used within our office at New Haig House will be tested in accordance with the buildings Health and Safety Regulations, coordinated by Poppy Scotland. However, if you feel that any electrical appliance becomes unsafe that we have issued you whilst working from home, then you are to stop using it immediately and inform the Operations Manager, who will replace this item with immediate effect.

Section 28 Smoking policy

1. ABOUT THIS POLICY

- 1.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 1.2 All of our workplaces (including our vehicles) are smoke-free. All staff and visitors have the right to a smoke-free environment.
- 1.3 This policy does not form part of any employee's contract of employment and it may be amended at any time.
- 1.4 If you wish to suggest improvements to the policy or experience particular difficulty complying with it you should discuss the situation with your line manager.

2. WHERE IS SMOKING BANNED?

- 2.1 Smoking is not permitted anywhere in our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 2.2 No-smoking signs are displayed at the entrances to our workplace.
- 2.3 Anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free.

3. WHERE IS SMOKING PERMITTED?

You may only smoke outside in designated areas during breaks. When smoking outside, you must dispose of cigarette butts and other litter appropriately.

4. BREACHES OF THE POLICY

Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal. Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

Section 29 IT and communications systems policy

1. ABOUT THIS POLICY

- 1.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.
- 1.2 The Chief Executive Officer has overall responsibility for this policy, including keeping it under review.
- 1.3 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. EQUIPMENT SECURITY AND PASSWORDS

- 2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy.
- 2.2 You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 2.3 If you have been issued with a laptop, tablet computer, smartphone or other mobile device, you must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. You should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.
- 2.4 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password. On the termination of employment (for any reason) you must provide details of your passwords to the Company and return any equipment, key fobs or cards.

- 2.5 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

3. SYSTEMS AND DATA SECURITY

- 3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 3.2 You must not download or install software from external sources without authorisation from your line manager. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.
- 3.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from your line manager.
- 3.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.
- 3.5 You should not attempt to gain access to restricted areas of the network, or to any password-protected information, except as authorised in the proper performance of your duties.
- 3.6 You must be particularly vigilant if you use our IT equipment outside the workplace and take such precautions as we may require from time to time against importing viruses or compromising system security. The system contains information which is confidential and/or subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data protection policy.
- 3.7 Inform your line manager immediately if you suspect your computer may have a virus.

4. PERSONAL MOBILE PHONES

- 4.1 Personal mobile phones must not be used during working hours. The only exception will be for personal or family circumstances when urgent contact with you may be required. In such situations, prior approval must be granted by your line manager.

- 4.2 You can also be contacted on the company's telephone number in personal or family circumstances when urgent contact with you is required.
- 4.3 Failure to observe this policy may result in disciplinary action being taken against you.
- 4.4 Points to note regarding use of personal mobile phones at work:
 - (a) they can be used during tea/lunch breaks; and
 - (b) they should be left in your locker for safekeeping.

5. E-MAIL

- 5.1 Although email is a vital business tool, you should always consider if it is the appropriate method for a particular communication.
- 5.2 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail. You should also include our standard e-mail signature and disclaimer.
- 5.3 Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.
- 5.4 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.
- 5.5 You should not:
 - (a) send or forward private e-mails at work which you would not want a third party to read;
 - (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
 - (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them;
 - (d) download or email text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
 - (e) send messages from another person's e-mail address (unless authorised) or under an assumed name; or
 - (f) send confidential messages via email or the internet, or by other means of external communication which are known not to be secure.

- 5.6 If you receive an email in error you should inform the sender.
- 5.7 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.

6. USING THE INTERNET

- 6.1 Internet access is provided primarily for business purposes.
- 6.2 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 6.3 We may block or restrict access to some websites at our discretion.

7. PERSONAL USE OF OUR SYSTEMS

- 7.1 We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.
- 7.2 Personal use must meet the following conditions:
 - (a) it must be minimal and take place exclusively outside of normal working hours (that is, during your lunch break, and before or after work);
 - (b) personal e-mails should be labelled "personal" in the subject header;
 - (c) it must not affect your work or interfere with the business;
 - (d) it must not commit us to any marginal costs; and
 - (e) it must comply with our policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Disciplinary Procedure and any policies regarding data protection.

8. MONITORING

- 8.1 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.
- 8.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):
- (a) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
 - (b) to find lost messages or to retrieve messages lost due to computer failure;
 - (c) to assist in the investigation of alleged wrongdoing; or
 - (d) to comply with any legal obligation.

9. PROHIBITED USE OF OUR SYSTEMS

- 9.1 Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.
- 9.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):
- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
 - (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our customers;
 - (c) a false and defamatory statement about any person or organisation;
 - (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
 - (e) confidential information about us or any of our staff or customers (except as authorised in the proper performance of your duties);

- (f) unauthorised software;
- (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
- (h) music or video files or other material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

- 9.3 Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in the Disciplinary Procedure. If necessary such information may be handed to the police in connection with a criminal investigation.

Section 30 Social media policy

1. ABOUT THIS POLICY

- 1.1 This policy is in place to minimise the risks to our business through use of social media.
- 1.2 This policy applies to the use of all forms of social media, including all social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. PERSONAL USE OF SOCIAL MEDIA

Personal use of social media during working hours or by means of our computers, networks and other IT resources and communications systems is not permitted. **OR** Occasional personal use of social media during working hours is permitted so long as it does not involve unprofessional or inappropriate content, does not interfere with your employment responsibilities or productivity and complies with this policy.

3. PROHIBITED USE

- 3.1 Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum
- 3.2 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.
- 3.3 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
- 3.4 You must not express opinions on our behalf via social media, unless expressly authorised to do so by your line manager. You may be required to undergo training in order to obtain such authorisation.
- 3.5 Staff should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.

- 3.6 You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.
- 3.7 The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.
- 3.8 Any misuse of social media should be reported to your line manager.
- 3.9 If your duties require you to speak on behalf of the organisation in a social media environment, this is subject to compliance with the remainder of this policy.

4. GUIDELINES FOR RESPONSIBLE USE OF SOCIAL MEDIA

- 4.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.
- 4.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.
- 4.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf). You should also ensure that your profile and any content you post are consistent with the professional image you present to customers and colleagues.
- 4.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your line manager.
- 4.5 If you see social media content that disparages or reflects poorly on us, you should contact your line manager.

5. MONITORING

We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including

but not limited to social media postings and activities, for legitimate business purposes which include ascertaining and demonstrating that expected standards are being met by those using the systems and for the detection and investigation of unauthorised use of the systems (including where this is necessary to prevent or detect crime).

6. RECRUITMENT

We may use internet searches to perform due diligence on candidates in the course of recruitment. Where we do this, we will act in accordance with our data protection and equal opportunities obligations.

7. BREACH OF THIS POLICY

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

Section 31 Alcohol and drugs policy

1. ABOUT THIS POLICY

- 1.1 We are committed to providing a safe, healthy and productive working environment. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse.
- 1.2 The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:
 - (a) all staff are aware of their responsibilities regarding alcohol and drug misuse and related problems;
 - (b) staff who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage; and
 - (c) staff who have an alcohol or drug-related problem affecting their work are dealt with sympathetically, fairly and consistently.
- 1.3 This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage our reputation, and which are likely to be dealt with under our Disciplinary Procedure.
- 1.4 We will not accept staff arriving at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on our premises. Conduct of this nature will normally be considered to be gross misconduct and may therefore result in disciplinary action being taken, up to and including summary dismissal.
- 1.5 This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.
- 1.6 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. PERSONNEL RESPONSIBLE FOR THIS POLICY

- 2.1 The Chief Executive Officer has overall responsibility for the effective operation of this policy but has delegated day-to-day responsibility for overseeing its implementation to line managers.
- 2.2 All managers have a specific responsibility to operate within the boundaries of this policy, to ensure that all staff understand the

standards of behaviour expected of them and to take action when behaviour falls below its requirements.

3. IDENTIFYING A PROBLEM

- 3.1 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their line manager. If they will not seek help themselves you should draw the matter to the attention of your line manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.
- 3.2 If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible.

4. ALCOHOL AND DRUGS AT WORK

- 4.1 Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks for you and other people. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our business.
- 4.2 You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter or illegal).
- 4.3 You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.
- 4.4 We expect you to demonstrate responsible behaviour at work, work-related functions and work-related social events and to act in a way that will not have a detrimental effect on our reputation. If you entertain clients or represent us at external events where alcohol is served, you are considered to be "at work" regardless of whether you do so outside normal working hours. Consequently, we will expect you to remain professional and fit for work at all times.
- 4.5 Managers should act to prevent excessive consumption of alcohol by any member of staff and should take steps to deal with any

unacceptable conduct. Any such behaviour may lead to disciplinary action.

- 4.6 You must comply with drink-driving laws at all times. Conviction of a drink-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal.
- 4.7 If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you tell your line manager without delay.

5. SEARCHES

- 5.1 We reserve the right to conduct searches for alcohol or drugs on our premises, including, but not limited to, searches of lockers, filing cabinets and desks, bags, clothing and packages.
- 5.2 Any alcohol or drugs found as a result of a search will be confiscated and action may be taken under our Disciplinary Procedure.

6. MANAGING SUSPECTED SUBSTANCE MISUSE

- 6.1 If your manager has reason to believe that you are suffering the effects of alcohol or drugs misuse, they will invite you to an investigatory interview. The purpose of the interview is to:
 - (a) discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and
 - (b) where appropriate, offer to refer you to Occupational Health for medical and/or specialist advice.
- 6.2 If you agree to be referred to Occupational Health your manager will request an urgent appointment and prepare a letter of referral, a copy of which will be provided to you.
- 6.3 Occupational Health may ask for your consent to approach your GP for advice. A report will be sent to your manager who will then reassess the reasons for their investigatory meeting with you and decide on the way forward.

- 6.4 If, as the result of the meeting or investigation, your manager continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral to Occupational Health then the matter may be dealt with under our Disciplinary Procedure.

7. PROVIDING SUPPORT

- 7.1 Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. We will provide support where possible with a view to a return to full duties. This may include:
- (a) referral to appropriate treatment providers, where necessary in conjunction with your GP;
 - (b) time off work to attend treatment; and/or
 - (c) adjusting your duties or other support during treatment and for an agreed period thereafter, subject to operational requirements and feasibility.
- 7.2 If you do not finish a programme of treatment, or your recovery and return to work does not go as planned, your line manager will meet with you to decide what further action if any should be taken.

8. CONFIDENTIALITY

We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.

9. PERFORMANCE AND DISCIPLINARY ISSUES

- 9.1 If you agree to undertake appropriate treatment and/or rehabilitation for an acknowledged alcohol or drug-related problem, we may decide to suspend any ongoing disciplinary action against you for related misconduct or poor performance, pending the outcome of the treatment.
- 9.2 Our intention is to support all staff with alcohol or drug-related problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or restarted at any time as we see fit.

Section 32 Driving for work policy (own vehicle)

1. THE RULES

- 1.1 As an organisation committed to achieving continuous improvement in standards of health and safety at work the company will seek to reduce the risks that its employees face when they are driving or are on the road in the course of their work. It is important that all employees play their part in achieving this important objective. This guidance is for the benefit of all company employees driving on company business.
- 1.2 If you are driving any vehicle for business purposes, you must do so in accordance with these rules. Any breach of these rules may result in disciplinary action being taken against you, up to and including dismissal.
- 1.3 In this policy, the phrase 'driving for work' means driving for business reasons. Driving between your home and your normal place of work at the start and end of the working day does not count as 'driving for work' or driving for business reasons for the purpose of this policy.
- 1.4 The company may alter this policy from time to time.

2. DRIVERS' RESPONSIBILITIES

- 2.1 If you drive for work, you must:
 - (a) provide an online check code for the company to check your driving licence status as and when required;
 - (b) have appropriate business use insurance in place at all times;
 - (c) provide the company with a copy of the insurance policy applicable to your car as and when required;
 - (d) ensure each time you leave the vehicle that company property is removed from the vehicle, or where this is not practicable, stored out of sight;
 - (e) ensure that your vehicle is properly licensed and roadworthy at all times; and
 - (f) inform your line manager of any prosecutions pending or penalties imposed for road traffic offences, whether related driving for work or not.
- 2.2 All vehicle incidents which occur while driving for work must be reported within 24 hours to your line manager so that they can be investigated and, where appropriate, to allow us to learn any lessons which could help to improve safety.

3. RESPONSIBILITY FOR COSTS, FINES, PENALTIES, ETC

- 3.1 You are responsible for the payment of all fines, penalties and charges (including any administration fee that may be payable) incurred in connection with driving for work.

4. MISCONDUCT

- 4.1 The company regards as gross misconduct, for which you may be summarily dismissed:
- (a) driving for work at any time whilst under the influence of alcohol or any other substance which might impair your ability to drive safely; and/or
 - (b) driving for work in a dangerous or negligent manner.

5. FITNESS

- 5.1 Any person who has to drive for work must be physically and mentally fit to do so safely. Key areas include eyesight and relevant aspects of physical and mental health. You must report to your line manager any permanent or temporary impairment in your health which could affect your ability to drive safely.
- 5.2 Line managers must be alert for signs of ill-health and stress which could impair their colleagues' ability to drive safely.

6. SPEED

- 6.1 You should never drive faster than road or driving conditions safely allows. You must comply with posted speed limits at all times. Persistent failure to do so will be regarded as misconduct and any penalties for speeding could impact on your employment if you lose your driving licence.
- 6.2 Line managers must ensure that no work targets, systems of work or performance related methods of remuneration are put in place which may create pressures which lead employees to use speed inappropriately and travel at speeds which are likely to be unsafe or in excess of set speed limits.

7. FATIGUE

- 7.1 You should not drive while over tired. You must ensure that you are not over tired at the start of journeys and that you do not drive for an excessive number of hours. Rest is not a substitute for sleep.

- 7.2 If your sleep is interrupted, for example, by having to care for young children or sick or elderly relatives during the night, you should report this to your line manager.
- 7.3 You must ensure that all journeys are carefully planned in advance so that you take the breaks that you are legally required to take.
- 7.4 If you feel tired whilst driving stop in a safe place and take a break.

8. ALCOHOL AND OTHER SUBSTANCES

- 8.1 You must read and comply with the notes that accompany any drugs being taken, including over-the-counter and prescription drugs.
- 8.2 Do not drive if you are taking anything that may impair your ability to drive safely. Contravention of this requirement will be regarded as gross misconduct. Those with alcohol and drug problems will be treated sympathetically and in confidence if they come forward for treatment. Medical advice should be followed if you are taking drugs for therapeutic purposes, whether obtained via a doctor's prescription or otherwise.

9. EMERGENCIES

In the event of an accident whilst driving for work you should make sure that details of other parties and witnesses are recorded.

10. MOBILE PHONES AND OTHER DEVICES

- 10.1 While you may be required to carry a mobile phone for work purposes, no line manager shall require an employee to receive a call on a mobile phone whilst driving.
- 10.2 It is illegal to make or receive a call on a mobile phone in a vehicle unless it is parked in a safe place or a hands-free set is installed and it is safe to do so. Contravention of this requirement will be regarded as misconduct and may result in disciplinary action, up to and including dismissal.

11. DRIVER SAFETY

- 11.1 Any vehicle used in the course of the company's work must be fit-for-purpose and be properly maintained.
- 11.2 You are responsible for ensuring that your vehicle is serviced in line with manufacturers' recommendations.

12. WEATHER CONDITIONS

- 12.1 Always ensure that your vehicle is equipped with the necessary equipment appropriate to the weather e.g., spade, torch, warm and waterproof clothing.
- 12.2 Ensure that all windows and mirrors have been defrosted, cleared and your lights and number plates are clearly visible.

13. HIGHWAY CODE

You should familiarise yourself and keep up to date with the Highway Code, which summarises the major points of law affecting safety and operation of vehicles on the road.

14. TRACKERS

The company reserves the right to supply you with a tracker for your personal vehicle in order to monitor the movements and speed of the vehicle during working hours (the tracker should be switched off outside of working hours). Tracker reports may be relied upon by the company in formal disciplinary proceedings.

Section 33 Driving for work policy (company vehicle)

1. THE RULES

- 1.1 The company is committed to achieving continuous improvement in standards of health and safety at work and will seek to reduce the risks that its employees face when they are driving or are on the road in the course of their work. It is important that all employees play their part in achieving this important objective. This guidance is for the benefit of all employees driving on company business.
- 1.2 Where you are provided with a vehicle by the company in connection with your employment and the performance of your duties, it is provided strictly in accordance with these rules. We may alter these rules from time to time. You must at all times observe and comply with these rules and with the terms and conditions of any insurance policy relating to your use of your company vehicle. Any breach of these rules by you may result in disciplinary action being taken against you, up to and including the removal of the company vehicle or summary dismissal.
- 1.3 We will achieve improved road safety by always:
 - (a) ensuring that we use the right vehicle for the job, that it is in a safe condition and is matched to the needs and capabilities of the driver; and
 - (b) ensuring that we drive safely at all times.
- 1.4 We should avoid or reduce road travel wherever practicable, for example, by use of remote communications or using a safer mode of transport.

2. MANAGERS' RESPONSIBILITIES

- 2.1 It is the responsibility of line managers to ensure that risks on the road, within the scope of their operations, are minimised so far as is reasonably practicable and that their colleagues are briefed about and understand their responsibilities.
- 2.2 Line managers must take part as appropriate in investigations following any driving incident to help understand immediate and underlying causes and to learn lessons that could help improve our road safety performance.
- 2.3 Line managers should lead by personal example, including the way they drive themselves, by always challenging unsafe attitudes and behaviours and by encouraging their colleagues to drive safely.

3. DRIVERS' RESPONSIBILITIES

- 3.1 Besides observing the requirements for safe driving, all employees who drive as part of their work should report road safety problems, including near-misses and vehicle issues, to their line manager.
- 3.2 You must also present your licence and any other relevant documentation for inspection both annually and as and when required and inform your line manager of any prosecutions pending or penalties imposed for road traffic offences, whether related to 'at work' driving or not. Your line manager and the company must be aware of all the risks of you driving on company business.
- 3.3 All vehicle incidents must be reported within 24 hours to your line manager so that they can be investigated and, where appropriate, to allow us to learn any lessons which could help to improve safety.
- 3.4 If you are driving your own vehicle on any company business you are required to have the appropriate business use insurance in place.

4. USE OF COMPANY VEHICLE

- 4.1 If you are provided with a company vehicle, it is provided for the primary purpose of facilitating the proper performance of your duties. Accordingly, company vehicles are generally allocated only to employees who are required to undertake a degree of travel to undertake their duties.
- 4.2 Subject to the paragraphs below, you may also use the vehicle for such personal purposes as are permissible under the insurance policy in force in respect of the vehicle.
- 4.3 During any period of absence from work (including but not limited to holidays, sickness absence and periods of suspension from work), we reserve the right to replace your company vehicle with a lesser vehicle, for as long as your absence continues.
- 4.4 If you are absent from work due to maternity, paternity, shared parental or adoption leave, you are entitled to retain your company vehicle for personal use.
- 4.5 If you are demoted, or if your position within the company changes, we reserve the right to withdraw any company vehicle provided to you.
- 4.6 Generally, the make and model of the company vehicle you are provided with is standard across the company. However, we reserve

the right, at our absolute discretion, to provide you with such make and model of vehicle as it deems appropriate from time to time.

- 4.7 We reserve the right, at any time, to alter the terms upon which company vehicles are provided to employees and/or to withdraw from an employee any vehicle provided in appropriate circumstances.

5. CARE OF VEHICLE

- 5.1 It is your responsibility to:

- (a) comply with these rules in all respects;
- (b) at all times take the utmost care of any company vehicle provided for your use;
- (c) ensure that the company vehicle is secured and locked at all times when not in use;
- (d) ensure that each time you leave the company vehicle that company property is removed, or where this is not practicable, stored out of sight;
- (e) ensure that the company vehicle is serviced regularly and in accordance with the manufacturer's recommendations, and in all respects maintained in excellent condition;
- (f) ensure that the company vehicle is properly licensed and that its licence is renewed as required;
- (g) ensure that the company vehicle is serviced when required;
- (h) keep the company vehicle clean and tidy at all times, both inside and out;
- (i) ensure that all repairs to the company vehicle are carried out when required; and
- (j) seek the written permission of your line manager if you wish to use the vehicle for towing purposes.

- 5.2 We reserve the right to:

- (a) regularly inspect the condition of any company vehicle provided to you; and
- (b) deduct from your wages payments the cost of any maintenance, repairs or other costs, not covered under the company vehicle's insurance policy, which in our reasonable opinion were related to your or your nominated driver's use of the company vehicle and/or caused by your negligence or carelessness or that of any nominated driver.

- 5.3 We shall not be liable for any loss from the company vehicle of personal property belonging to you or any nominated driver. You should check the terms of the insurance policy covering your company vehicle to ensure that you are satisfied with the level of cover offered (if any), in respect of your personal property.

6. DRIVING LICENCE AND OTHER DOCUMENTATION

- 6.1 If you are provided with a company vehicle, you must submit your driving licence to your line manager.
- 6.2 It is a condition of your use of a company vehicle that you hold a full and valid driving licence that entitles you to drive your company vehicle in the UK. Should you cease to hold such a full and valid driving licence for any reason, your company vehicle may be withdrawn without compensation. Should the loss of your licence impinge on your ability to carry out your normal duties, you may be liable to dismissal.
- 6.3 You must advise your line manager of any changes to your licence, e.g. name or address.
- 6.4 You must notify us immediately, supplying all such details as we may require, in the event that you are:
- (a) charged with any offence involving a motor vehicle;
 - (b) convicted in respect of any offence involving a motor vehicle;
 - (c) given penalty points or any other endorsement on your driving licence; or
 - (d) involved in any incident which results in you being formally cautioned by the police or required to produce your licence, insurance, etc, irrespective of whether any summons or charge is actually issued.
- 6.5 The company may require to confirm your driving record at any time and you must make arrangements to facilitate this if requested. This will involve you either:
- (a) generating a check code and giving this to the company to allow it to view your driving record; or
 - (b) contacting the DVLA to leave permission for your driving record to be checked verbally by a nominated person.

7. OTHER DRIVERS

- 7.1 You may normally nominate one member of your family to be permitted to drive your company vehicle. We may withdraw authorisation in

respect of any nominated driver at any time, by advising you of such withdrawal of authorisation in writing.

- 7.2 All nominated drivers must hold a full and valid driving licence at all times that entitles them to drive your company vehicle. It is your responsibility to notify us immediately of any summonses or convictions for offences related to a motor vehicle that any nominated driver is subject to.
- 7.3 It is your responsibility to ensure that any nominated driver complies with all aspects of these rules and any insurance policy applicable at all times. In particular, your nominated driver must fulfil all of the responsibilities listed in this policy while in control of your company vehicle.

8. INSURANCE

- 8.1 You shall comply fully with the terms of any insurance policy that may apply to your use (or any nominated driver's use) of your company vehicle. If you are not already in receipt of a copy of the relevant insurance policy, you should request a copy from your line manager.
- 8.2 You shall notify us immediately of any theft, accident or other event resulting in damage to or loss from your company vehicle. In relation to the same, you must provide us with all such information, explanations, reports and assistance as we may require. You must not admit liability, in part or full, to any third party under any circumstances.
- 8.3 We may deduct from your wages (including any payment in connection with the termination of your employment) the full amount of any excess payment made to insurers by the company as a result of any claim accepted by the insurers in respect of your company vehicle. This applies regardless of whether you or your nominated driver had charge or control of the vehicle at the relevant time. You agree to repay any sums still owing to the company under this paragraph upon termination of employment, which cannot be satisfied by making a deduction from your final salary payment.
- 8.4 Should the insurers reject for any reason a claim in relation to your company vehicle, your liability is not limited to the excess amount normally payable. We reserve the right to take steps to recover from you any and all losses sustained and costs incurred by the company flowing from the insurance claim being rejected.

- 8.5 You may only use your company vehicle to tow with prior permission. If permission is granted, you must independently insure any vehicle you wish to tow on your company vehicle.

9. REPLACEMENT

- 9.1 It is our practice to periodically replace company vehicles. However, we do not undertake to replace your company vehicle after any particular time, or with any particular make or model.
- 9.2 Given that a company vehicle is provided in order for you to properly carry out your duties, you may not be entitled to retain use of a company vehicle should you accept a position in the company that does not require you to travel in order to properly carry out your duties.
- 9.3 Should your company vehicle be off the road for a period of time, you are not automatically entitled to a replacement vehicle during that period.
- 9.4 However, we will take into account all relevant circumstances, including whether you require a vehicle to carry out your duties at the relevant time and the reason(s) for which the vehicle came to be off the road.

10. RESPONSIBILITY FOR COSTS, FINES, PENALTIES, ETC

- 10.1 You are responsible for the payment of all fines, penalties and charges (including any administration fee that may be payable) incurred in connection with your use of your company vehicle, or that of any nominated driver.
- 10.2 Should you fail to pay any such sum as required under paragraph 10.1 above, we may elect to, but are not obliged to, make such payment on your behalf and deduct from your wages the sum paid. You agree to repay any sums still owing to the company under this paragraph upon termination of employment, which cannot be satisfied by making a deduction from your final wage.

11. MISCONDUCT

- 11.1 The company regards as gross misconduct, for which you may be summarily dismissed:
- (a) the use of a company vehicle at any time whilst under the influence of alcohol or any other substance which might impair your ability to drive safely; and/or
 - (b) driving the company vehicle or otherwise using or permitting to be used the company vehicle in a negligent manner.

- 11.2 Where we reasonably believe you were at fault in an accident or incident involving your company vehicle, you may be liable to disciplinary action. Should the number of accidents where you are at fault reach a level unacceptable to the company, you will be advised in writing that should you be involved in a further accident where you are at fault in the next 12 months, your company vehicle will be withdrawn without compensation. In these circumstances, you may be liable to dismissal if you are then unable to properly carry out your duties.
- 11.3 Should we reasonably believe that your company vehicle has been abused in any way by you or your nominated driver, the vehicle may be withdrawn without compensation and you may be liable to disciplinary action, up to and including dismissal.

12. RETURN/WITHDRAWAL OF COMPANY VEHICLE

- 12.1 You shall promptly, whenever requested to do so by the company, deliver to the company or its nominated representative all vehicles and vehicle keys in your possession belonging to us together with all documents relating to such vehicles.
- 12.2 Immediately upon termination of employment, unless we instruct you to the contrary, you shall immediately return to the company or its nominated representative all company vehicles and keys in your possession belonging to us, together with all documents relating to such vehicles.
- 12.3 Where we consider that a company vehicle provided for your use has not been properly serviced, maintained or repaired, or is otherwise in a condition which we consider unsatisfactory, we may withdraw your company vehicle without compensation and/or require that any work which we deem necessary shall be carried out by our nominated garage at your expense.
- 12.4 We may elect to pay for such work and deduct the appropriate amount from your wages, and you agree that the company may make such a deduction. You will be required to (and agree that you will) repay to the company the whole of the relevant amount or the balance remaining following such deduction(s).

13. EYE TESTS

We will pay for eye tests as required for those employees provided with a company vehicle. If you experience difficulty with your vision in the interim please contact your line manager.

14. FITNESS

- 14.1 Any person who has to drive for work must be physically and mentally fit to do so safely. Key areas include eyesight and relevant aspects of physical and mental health. You must report to your line manager any permanent or temporary impairment in your health which could affect your ability to drive safely.
- 14.2 Line managers must be alert for signs of ill-health and stress which could impair their colleagues' ability to drive safely. Line managers must discuss with their colleagues any reasonable vehicle adaptations that may be required to cope with health problems.

15. SPEED

- 15.1 You should never drive faster than road or driving conditions safely allows. You must comply with posted speed limits at all times. Failure to do so will be regarded as misconduct and any penalties for speeding could impact on your employment if you lose your driving licence.
- 15.2 Line managers must ensure that no work targets, systems of work or performance related methods of remuneration are put in place which may create pressures which lead employees to use speed inappropriately and travel at speeds which are likely to be unsafe or in excess of set speed limits.

16. FATIGUE

- 16.1 You should not drive while over tired. You must ensure that you are not over tired at the start of journeys and that you do not drive for an excessive number of hours. Rest is not a substitute for sleep.
- 16.2 If your sleep is interrupted, for example, by having to care for young children or sick or elderly relatives during the night, you should report this to your line manager who, in turn, must reassure you that this will not lead to you being discriminated against unfairly.
- 16.3 You must ensure that all journeys are carefully planned in advance so that you take the breaks that you are legally required to take.
- 16.4 If you feel tired whilst driving stop in a safe place and take a break.

17. ALCOHOL AND OTHER SUBSTANCES

- 17.1 You must read and comply with the notes that accompany any drugs being taken, including over-the-counter and prescription drugs.

- 17.2 Do not drive if you are taking anything that may impair your ability to drive safely. Contravention of this requirement will be regarded as gross misconduct. Those with alcohol and drug problems will be treated sympathetically and in confidence if they come forward for treatment. Medical advice should be followed if you are taking drugs for therapeutic purposes, whether obtained via a doctor's prescription or otherwise.

18. EMERGENCIES

In the event of an accident whilst driving for work you should make sure that details of other parties and witnesses are recorded.

19. MOBILE PHONES AND OTHER DEVICES

- 19.1 While you may be required to carry a mobile phone for work purposes, no line manager shall require an employee to receive a call on a mobile phone whilst driving.
- 19.2 It is illegal to make or receive a call on a mobile phone in a vehicle unless it is parked in a safe place or a hands-free set is installed and it is safe to do so. Contravention of this requirement will be regarded as misconduct and may result in disciplinary action, up to and including dismissal.

20. DRIVER SAFETY

- 20.1 Any vehicle used in the course of the company's work must be fit-for-purpose and be properly maintained. Drivers using their own vehicles for company work are responsible for ensuring that their vehicles are serviced in line with manufacturers' recommendations and to ensure their insurance arrangements cover business use, they will be required to produce records to demonstrate this.
- 20.2 Line managers must ensure that you do not drive a company vehicle with performance characteristics that are not matched by your experience. You should always receive familiarisation briefing when using hire vehicles.

21. WEATHER CONDITIONS

- 21.1 Always ensure that your vehicle is equipped with the necessary equipment appropriate to the weather e.g., spade, torch, warm and waterproof clothing.
- 21.2 Ensure that all windows and mirrors have been defrosted, cleared and your lights and number plates are clearly visible.

22. HIGHWAY CODE

You should familiarise yourself and keep up to date with the Highway Code, which summarises the major points of law affecting safety and operation of vehicles on the road.

23. TRACKERS

The company reserves the right to monitor the movements and speed of company vehicles using tracker devices. Tracker reports may be relied upon by the company in formal disciplinary proceedings.

Draft Only

Section 34 Recruitment policy

1. INTRODUCTION

- 1.1 This policy outlines the steps that will be undertaken by the company when recruiting new members of staff.
- 1.2 The company is committed to supporting the aims of the Equality Act 2010 and to complying with its own Equal Opportunities Policy when recruiting new members of staff.

2. ADVERTISING THE POSITION

- 2.1 When a vacancy arises, appropriate advertisements will be placed either online and/or in the local newspaper.
- 2.2 Candidates will be invited to send their CV to the company by email or by post.
- 2.3 The advertisement will notify candidates of the closing date by which their CV must reach the company in order for their application to be considered.

3. SELECTION PROCESS

- 3.1 Candidates whose CV reaches the company after the closing date may, at the discretion of the company, be considered.
- 3.2 Candidates with relevant experience are preferred. If, however, a high number of candidates have relevant experience, it may not be possible to invite them all to attend an initial interview. In those circumstances, the selection for interview will depend on the nature of previous posts held, availability to start and whether, reviewing the rest of their CV, the Company considers the individual may be suitable for the vacancy.
- 3.3 If there are no candidates with relevant experience, the company will then consider candidates with other forms of work experience and form a view as to whether they may be suitable for the role.
- 3.4 A short list of candidates who will be invited for interview will then be drawn up.
- 3.5 All applications will be marked consistently and the company will ensure not to apply potentially discriminatory criteria during the selection process.

4. INITIAL INTERVIEW

- 4.1 Short-listed candidates will then be invited to attend an initial interview.
- 4.2 Prior to the interview and, again, at the beginning of the interview, the candidate should be asked whether he or she has any special requirements or needs any adjustments to be made to enable him or her to access the interview and/or participate in the recruitment process generally.
- 4.3 At the interview, care should be taken not to ask any questions concerning details of the candidate's personal life, unless they are directly relevant to the role.
- 4.4 During the interview process, candidates should generally be asked the same questions although supplementary questions can be asked to clarify or explore the candidate's answers. Notes of the candidate's answers and the interviewer's impressions should be taken and retained for six months.
- 4.5 It should be explained to each candidate that a maximum of three candidates from the initial interview stage will be invited to attend a second interview.
- 4.6 Following the initial interview, unsuccessful candidates should be notified in writing that they have been unsuccessful in applying for the post. Additional feedback will be given to unsuccessful candidates upon request only.

5. SECOND INTERVIEW

- 5.1 Following the initial interview, a maximum of three preferred candidates will be invited to attend a second interview.
- 5.2 The invitation to attend the second interview can be confirmed by telephone but should ideally be followed up with confirmation by email or by post. The confirmation should give details of when and where the second interview will take place.
- 5.3 A similar process will be followed during the second interview in that candidates should generally be asked the same questions. Once again, supplementary questions can be asked to clarify or explore the candidate's answers. Care should also be taken not to ask questions that are not relevant to the role.

- 5.4 Once all candidates have completed their second interview, the Company will consider to whom the role should be offered.
- 5.5 The successful candidate will be sent an offer letter, confirming any conditions applicable to the offer, such as the receipt of satisfactory references.
- 5.6 Unsuccessful candidates should be notified in writing that they have been unsuccessful in applying for the post. Additional feedback will be given to unsuccessful candidates upon request only.

Draft Only

Section 35 Reference policy

1. INTRODUCTION

- 1.1 The company's policy regarding references for former or current employees is set out below.
- 1.2 Company references will be provided in accordance with this policy and a failure to comply with this policy could result in disciplinary action being taken.
- 1.3 Personal references must not be given on company letterhead, and should not be provided from a company email address.

2. AUTHORSHIP OF REFERENCES

- 2.1 References provided in respect of a current or previous employee should be given by someone who has relevant and recent knowledge of the subject.
- 2.2 References about current or former employees that are provided in a professional capacity may only be given by individuals at the level of line manager or above. Those providing references should familiarise themselves with the company's guidance on providing references.
- 2.3 If an employee is not willing or able to provide a reference on request, this should be discussed with a more senior manager. The more senior manager should then provide a reference on behalf of the company. In those circumstances, it is possible that a factual reference only will be given.

3. CONTENT OF THE REFERENCE

- 3.1 References provided on behalf of the company will be true, accurate and fair. We will only confirm information in references that is relevant, reasonable, and which the referee is qualified to supply.
- 3.2 There is no obligation on the company to provide a reference or, if a reference is given, for it to contain particular information. Therefore, the company will normally limit references to a factual reference only (e.g. dates of employment and job title).
- 3.3 The company will endeavour to ensure that information given in a reference will not discriminate in any way.

- 3.4 Information about 'sensitive personal data' will not be provided. This includes information relating to:
- (a) racial or ethnic origin;
 - (b) physical or mental health;
 - (c) political opinions;
 - (d) sexual orientation;
 - (e) religious beliefs;
 - (f) criminal offences;
 - (g) trade union activities;
 - (h) absence history.
- 3.5 All references will be marked 'Private and Confidential.'
- 3.6 Any subsequent challenges over the content or accuracy of references must be brought to the immediate attention of the company.
- 3.7 Oral references must not be given by any member of staff on behalf of the company.
- 3.8 Copies of references given should be retained in accordance with our data retention policy and then appropriately destroyed.

4. REQUESTING REFERENCES

- 4.1 The company may request references in relation to recruitment, selection or appointment activities. Copies of references received should be retained throughout the course of employment.
- 4.2 Information requested through references must be adequate, relevant and not excessive for the particular purpose.
- 4.3 Reference requests should not seek information about 'sensitive personal data', as detailed in 3.4 above.
- 4.4 When requesting references, no assertion should be made as to their confidentiality. It is recommended that reference requests include a statement such as "Referees are reminded that the subject of this reference may be entitled to receive a copy of it under the provisions of the General Data Protection Regulation", whether on a template form or cover letter.

Section 36 Homeworking policy

1. ABOUT THIS POLICY

- 1.1 We support homeworking in appropriate circumstances either occasionally (to respond to specific circumstances or to complete particular tasks) and in some cases on a regular (full or part-time basis). Homeworking can also be a means of accommodating a disability and can be requested as a means of flexible working under our Flexible Working Policy.
- 1.2 This policy sets out how we will deal with requests for homeworking, and conditions on which homeworking will be allowed. If you are allowed to work from home you must comply with this policy.
- 1.3 This policy applies to employees, however it does not form part of any employee's contract of employment and we may amend it at any time.

2. HOMEWORKING ARRANGEMENTS

- 2.1 Any reference to "workplace" in this policy is a reference to the place of work as specified in your contract of employment or, where not specified, your usual place of work when you attend our premises.
- 2.2 We recognise that there are a number of homeworking arrangements that you may request, and that these arrangements may be requested as part of a flexible working application, such as:
 - (a) working from home as your main place of work;
 - (b) working from home on a part-time basis on fixed days of the week, or
 - (c) splitting your working time between the workplace and your home subject to business factors and manager approval.
- 2.3 If you want to vary your working arrangements so that, either permanently or temporarily, you work from home for all or part of your working week, you will need to make a flexible working request in accordance with our Flexible Working Policy. Any request to work from home must meet the needs of our business as well as your needs.
- 2.4 All homeworking arrangements will be subject to a trial period of 3 months. We may, at our discretion, extend this period for up to a further 3 months. During the trial period the homeworking arrangements will be monitored. At the end of the trial period you will be informed if the homeworking arrangements are considered appropriate to be continued.

- 2.5 There are also a number of circumstances in which the ability to work from home on an occasional or temporary basis may be of benefit to you, including illness of a dependant or travel disruption. For such temporary arrangements, you should contact your line manager to seek authorisation on a case-by-case basis.

3. APPLYING FOR HOMEWORKING

- 3.1 An application for homeworking will be considered on its merits. Not all roles and not all jobs are suitable for homeworking.

- 3.2 A request for homeworking is unlikely to be approved, on either an occasional or permanent basis if:

- (a) you need to be present in the office to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available in the office);
- (b) your most recent appraisal identifies any aspect of your performance as unsatisfactory;
- (c) your line manager has advised you that your current standard of work or work production is unsatisfactory;
- (d) you have an unexpired warning, whether relating to conduct or performance; or
- (e) you need supervision to deliver an acceptable quality and/or quantity of work.

- 3.3 If you wish to apply to work from home you will need to be able to show that you can:

- (a) have a suitable working environment at your home that enables you to carry out your role effectively;
- (b) continue to work the hours required by your contract of employment;
- (c) work independently, motivate yourself and use your own initiative;
- (d) manage your workload effectively and complete work to set deadlines;
- (e) identify and resolve any new pressures created by working at home;
- (f) adapt to new working practices including maintaining contact with your line manager and colleagues at work;

- (g) make arrangements for the care of any children or other dependants when you are working from home; and
 - (h) determine any resulting tax implications for yourself.
- 3.4 To be considered for homeworking you must submit a written application to your line manager. Your application must state:
- (a) why you consider your job to be suitable for homeworking and how you meet the criteria for homeworking set out above;
 - (b) whether you wish to work from home on a permanent basis or for a fixed period. In either case you should state the date from which you wish the arrangements to start and, if you wish to work from home for a fixed period, the date on which you want the arrangements to finish;
 - (c) whether you wish to work from home for all or part of your working week and, if only part, which days you propose to work from home;
 - (d) how you would organise your work from home including how you would ensure the security of documents and information, where appropriate;
 - (e) the extent to which you could be available to come to work on days you are proposing to work from home if needed, for example to cover if colleagues are off sick, to cope with high or unexpected levels of work or to attend meetings or training days;
 - (f) if different from your current hours of work, the hours of work that you propose apply when you are working at home; and
 - (g) how you envisage maintaining contact with your line manager, how your work will be set and progress monitored.
- 3.5 In considering your application your line manager may invite you to a meeting to discuss your proposals.
- 3.6 If your request is refused we will normally give you written reasons for the refusal.
- 3.7 If your application is accepted the agreed arrangements will be recorded in writing and may be subject to a trial period.

4. LOCATION

You will be required to work from your home address for the duration of your homeworking arrangement. If you wish to work from a different location at any time, this will need to be agreed with your line manager in advance.

5. MANAGEMENT, TRAINING AND WORKPLACE ATTENDANCE

- 5.1 Your line manager will remain responsible for supervising and assessing you in the same way as staff based in the workplace and will agree the best way to appraise your performance and provide ongoing supervision in a remote way. Your line manager will regularly review your homeworking arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with any changes to the workplace or information relevant to your work.
- 5.2 You will be subject to the same performance measures, processes and objectives that would apply if you worked in the workplace.
- 5.3 If your performance is unsatisfactory or you are subject to a warning for any reason, your homeworking arrangements may be terminated immediately and you will be expected to return to work in the workplace.
- 5.4 You will be provided with the same opportunities for training, development and promotion as provided to staff based in the workplace.
- 5.5 You agree to attend the workplace or other reasonable location for meetings, training courses or other events which we expect you to attend. You understand that when you do attend the workplace, you may have to hot desk or share a desk with someone else.

6. INSURANCE REQUIREMENTS

- 6.1 You shall be responsible for taking out and maintaining a valid policy of insurance covering any equipment we provide against fire, theft, loss and damage throughout your employment. You shall ensure that the level of cover and other terms of insurance are acceptable to us and shall on request supply to us copies of such insurance policy and evidence that the relevant premiums have been paid.
- 6.2 We are not liable for any loss, injury or damage that may be caused from any equipment that is not provided by us but required by you to work from home.
- 6.3 You are responsible for ensuring that working from home will not potentially invalidate the terms of your home insurance. You should ensure that you check your home insurance policy before commencing homeworking and inform your home and contents insurance provider of your working arrangements as required.

7. DATA SECURITY AND CONFIDENTIALITY

- 7.1 Your line manager must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements.
- 7.2 You are responsible for ensuring the security of confidential information in your home and when travelling to and from your workplace.
- 7.3 When working from home you undertake to:
 - (a) maintain a private space for confidential work calls (voice and video);
 - (b) ensure that any display screen equipment is positioned so that only you can see it or a privacy screen is used;
 - (c) lock your computer terminal whenever it is left unattended;
 - (d) ensure no one else in your home has access to confidential information;
 - (e) ensure any wireless network used is secure;
 - (f) keep all papers in filing cabinets that are locked when not in use, and ensure that no one else in your home has access to such papers; and
 - (g) shred or otherwise dispose securely of confidential information when it is no longer required and at all times comply with our instructions on document retention.
- 7.4 To comply with data protection obligations, you will only store or process company data or personal data on equipment which has been provided by or authorised by us.
- 7.5 If you discover or suspect that there has been a data breach or an incident involving the security of information relating to us, our clients, customers or anyone working with or for us, you must report it immediately to your line manager.

8. EQUIPMENT

- 8.1 It is your responsibility to ensure that you have sufficient and appropriate equipment for working from home. We are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.

- 8.2 We are not responsible for the associated costs of you working from your home, including the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental or calls.
- 8.3 All equipment and information must be kept securely. In particular, private and confidential material must be kept secure at all times.

9. HEALTH AND SAFETY

- 9.1 When working at home you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. You undertake to use equipment safely.
- 9.2 We retain the right to check home working areas for health and safety purposes. The need for such inspections will depend on the circumstances including the nature of the work undertaken.
- 9.3 You must not have meetings in your home with customers and must not give customers your home address or telephone number.
- 9.4 You must ensure that your working patterns and levels of work both over time and during shorter periods are not detrimental to your health and wellbeing.
- 9.5 You must use your knowledge, experience and training to identify and report any health and safety concerns to your line manager.
- 9.6 When you are working at or from home you are covered by our accident insurance policy. Any accidents must be reported immediately.

10. TERMINATION OF HOMEWORKING ARRANGEMENT

- 10.1 We reserve the right to terminate the homeworking arrangements, for example, due to a change in business needs, performance concerns or if your role changes such that homeworking is no longer suitable, subject to reasonable notice.
- 10.2 If you want to terminate your homeworking arrangement, you must give your line manager sufficient notice to allow us to arrange a desk space for you in the workplace and collect any equipment that is no longer required.

Section 37 Hybrid working policy

1. ABOUT THIS POLICY

- 1.1 This policy aims to ensure that those working under a hybrid working arrangement are treated equally to workers based in the workplace and that hybrid working is carried out safely and in accordance with our policies and current legislation. It sets out the conditions on which hybrid working will be allowed and the terms that apply to all hybrid workers. If you are allowed to work under a hybrid working arrangement, you must comply with this policy.
- 1.2 Any reference to "workplace" in this policy is a reference to the place of work as specified in your contract of employment or, where not specified, your usual place of work when you attend our premises.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. HYBRID WORKING ARRANGEMENTS

- 2.1 A hybrid working arrangement is an informal flexible working arrangement which allows you to split your working time between the workplace and an agreed remote working location, such as your home.
- 2.2 Hybrid working arrangements will differ depending on the nature of your role, duties and responsibilities and so are discretionary and subject to agreement with your line manager.
- 2.3 Any hybrid working arrangement is subject to you spending a minimum proportion of your work time working from your workplace, which will be agreed in advance by your line manager. Your remaining working time may be worked from your workplace or your remote working location, as agreed with your line manager.
- 2.4 The days and times worked from your workplace and your agreed remote working location are subject to agreement and may vary to accommodate the needs of our business.
- 2.5 All hybrid working arrangements will be subject to a trial period of 3 months. We may, at our discretion, extend this period for up to a further 3 months. During the trial period the hybrid working arrangements will be monitored. At the end of the trial period you will be informed if the hybrid working arrangements are considered appropriate to be continued.

- 2.6 It is recognised that any agreed hybrid working arrangement is subject to the requirement for you to attend the workplace on our reasonable request to accommodate the needs of our business, such as to attend training or meetings.
- 2.7 All hybrid working arrangements are subject to ongoing review and may be modified for reasons including a change in business needs or performance concerns.
- 2.8 If you have a flexible working arrangement that has been approved under a flexible working request, then it may not be possible for you to also work under a hybrid working arrangement.
- 2.9 Hybrid working arrangements agreed in accordance with this policy are discretionary and may be terminated in accordance with this policy. If you want to permanently vary your contractual working arrangements so that you work from a remote working location for all or part of your working week, you will need to make a flexible working request in accordance with our Flexible Working Policy.

3. CONDITIONS NECESSARY FOR HYBRID WORKING

- 3.1 An application for hybrid working will be considered on its merits. Not all roles and not all jobs are suitable for hybrid working.
- 3.2 A hybrid working arrangement is unlikely to be agreed if:
 - (a) you need to be present in the office to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available in the office);
 - (b) your most recent appraisal identifies any aspect of your performance as unsatisfactory;
 - (c) your line manager has advised you that your current standard of work or work production is unsatisfactory;
 - (d) you have an unexpired warning, whether relating to conduct or performance; or
 - (e) you need supervision to deliver an acceptable quality and/or quantity of work.
- 3.3 If you are working under a hybrid working arrangement you agree to:
 - (a) have a suitable working environment at your remote working location that enables you to carry out your role effectively;
 - (b) continue to work the hours required by your contract of employment;

- (c) work independently, motivate yourself and use your own initiative;
- (d) manage your workload effectively and complete work to set deadlines;
- (e) identify and resolve any new pressures created by working from a remote working location;
- (f) adapt to new working practices, including maintaining contact with your line manager and colleagues at work;
- (g) exercise flexibility to make changes on our reasonable request to the hybrid working arrangement, including to the days, times and location from which you work (as between your workplace and your agreed remote working location), to meet the needs of our business;
- (h) determine any resulting tax implications for yourself;
- (i) make arrangements for the care of any children or other dependants when you are working from your remote working location; and
- (j) finance any travel and/or related expenses incurred when travelling to and from your remote working location and your workplace.

3.4 To be considered for hybrid working you must submit a written application to your line manager. Your application must state:

- (a) why you consider your job to be suitable for hybrid working and how you meet the criteria for hybrid working set out above;
- (b) your proposed remote working location;
- (c) whether you wish to work in this way on a permanent basis or for a fixed period. In either case you should state the date from which you wish the arrangements to start and, if it is for a fixed period, the date on which you want the arrangements to finish;
- (d) whether you wish to work in this way for all or part of your working week and, if only part, which days you propose to work from your remote working location;
- (e) how you would organise your work from your remote working location including how you would ensure the security of documents and information, where appropriate;
- (f) the extent to which you could be available to come to work on days you are proposing to work from a remote location if needed, for example to cover if colleagues are off sick, to cope with high or unexpected levels of work or to attend meetings or training days;

- (g) if different from your current hours of work, the hours of work that you propose apply when you are working in this way; and
- (h) how you envisage maintaining contact with your line manager, how your work will be set and progress monitored.

3.5 In considering your application your line manager may invite you to a meeting to discuss your proposals.

3.6 If your request is refused we will normally give you written reasons for the refusal.

3.7 If your application is accepted the agreed arrangements will be recorded in writing and may be subject to a trial period.

4. LOCATION

4.1 Your primary remote working location should be agreed with your line manager in advance and is subject to their written approval.

4.2 Your primary remote working location must be within commuting distance of and within the same country as your workplace unless written approval has been provided by the company.

5. MANAGEMENT, TRAINING AND WORKPLACE ATTENDANCE

5.1 Your line manager will remain responsible for supervising and assessing you in the same way as staff based in the workplace and will agree the best way to appraise your performance and provide ongoing supervision in a remote way. Your line manager will regularly review your hybrid working arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with any changes to the workplace or information relevant to your work.

5.2 You will be subject to the same performance measures, processes and objectives that would apply if you worked permanently in the workplace.

5.3 If your performance is unsatisfactory or you are subject to a warning for any reason, your hybrid working arrangements may be terminated immediately and you will be expected to return to work in the workplace.

5.4 You will be provided with the same opportunities for training, development and promotion as provided to staff based permanently in the workplace.

5.5 You agree to attend the workplace or other reasonable location for meetings, training courses or other events which we expect you to

attend. You understand that when you do attend the workplace, you may have to hot desk or share a desk with someone else.

6. HEALTH AND SAFETY

- 6.1 When working from your remote working location you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. You undertake to use equipment safely.
- 6.2 We retain the right to carry out a health and safety risk assessment by arranging a visit before or shortly after you begin hybrid working. The need for such inspections will depend on the circumstances, including the nature of the work undertaken.
- 6.3 You must not have meetings in your remote working location with customers and must not give customers the address or telephone number of your remote working location.
- 6.4 You must ensure that your working patterns and levels of work when working from your remote working location are not detrimental to your health and wellbeing.
- 6.5 You must use your knowledge, experience and training to identify and report any health and safety concerns to your line manager.

7. EQUIPMENT AND SUITABLE WORKSPACE

- 7.1 It is your responsibility to ensure that you have sufficient and appropriate equipment for working from your remote working location. We are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.
- 7.2 We are not responsible for the associated costs of you working from your remote working location, including the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental or calls.
- 7.3 All equipment and information must be kept securely. In particular, private and confidential material must be kept secure at all times.

8. INSURANCE REQUIREMENTS

- 8.1 You shall be responsible for taking out and maintaining a valid policy of insurance covering any equipment we provide against fire, theft, loss and damage throughout your employment. You shall ensure that the level of cover and other terms of insurance are acceptable to us and shall on request supply to us copies of such insurance policy and evidence that the relevant premiums have been paid.
- 8.2 We are not liable for any loss, injury or damage that may be caused from any equipment that is not provided by us but required by you to work from your remote working location.
- 8.3 If your remote working location is your home address, you are responsible for ensuring that working from home will not potentially invalidate the terms of your home insurance. You should ensure that you check your home insurance policy before commencing hybrid working and inform your home and contents insurance provider of your working arrangements as required.

9. DATA SECURITY AND CONFIDENTIALITY

- 9.1 Your line manager must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements.
- 9.2 You are responsible for ensuring the security of confidential information in your remote working location and when travelling to and from your workplace.
- 9.3 When working from your remote working location you undertake to:
 - (a) maintain a private space for confidential work calls (voice and video);
 - (b) ensure that any display screen equipment is positioned so that only you can see it or a privacy screen is used;
 - (c) lock your computer terminal whenever it is left unattended;
 - (d) ensure no one else in your home has access to confidential information;
 - (e) ensure any wireless network used is secure;
 - (f) keep all papers in filing cabinets that are locked when not in use, and ensure that no one else in your home has access to such papers; and
 - (g) shred or otherwise dispose securely of confidential information when it is no longer required and at all times comply with our instructions on document retention.

- 9.4 To comply with data protection obligations, you will only store or process company data or personal data on equipment which has been provided by or authorised by us.
- 9.5 If you discover or suspect that there has been a data breach or an incident involving the security of information relating to us, our clients, customers or anyone working with or for us, you must report it immediately to your line manager.

10. TERMINATION OF HYBRID WORKING ARRANGEMENT

- 10.1 We reserve the right to terminate the hybrid working arrangement, for example, due to a change in business needs, performance concerns or if your role changes such that hybrid working is no longer suitable, subject to reasonable notice.
- 10.2 If you want to terminate your hybrid working arrangement, you must give your line manager sufficient notice to allow us to arrange a desk space for you in the workplace and collect any equipment that is no longer required.

Section 38 On-call policy

1. ABOUT THIS POLICY

- 1.1 In delivering our new project the “Extra Mile”, Little Monkeys (the Organisation) will be providing a 24 hour on call service. This will operate as a 24-hour phone line which will be answered by employees working on-call.
- 1.2 The purpose of this policy is to outline the on-call arrangements for anyone who may be required to participate in the on-call rota.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. WHAT IS CONSIDERED ON-CALL?

When an employee is on-call they need to be ready and available outside of their normal working hours to respond to the 24-hour phone line.

3. WILL I BE REQUIRED TO PARTICIPATE IN THE ON-CALL ROTA?

Only employees working in certain roles will be required to participate in the on-call rota. These employees will be informed by the Organisation of any requirement to participate in the on-call rota.

4. WHAT ARE THE ARRANGEMENTS FOR BEING ON-CALL

- 4.1 When Your primary remote working location should be agreed with your line manager in advance and is subject to their written approval.
- 4.2 Your primary remote working location must be within commuting distance of and within the same country as your workplace unless written approval has been provided by the company.

5. MANAGEMENT, TRAINING AND WORKPLACE ATTENDANCE

- 5.1 When you are scheduled to be on-call on a particular day, you will be on-call from 0900 that morning to 0900 the next morning, unless advised otherwise. The rota runs every day from Monday to Sunday. You will be notified in advance of the exact days on which you are required to participate in the on-call rota.
- 5.2 Employees are expected to be on-call on 7 days per week, although we understand that from time to time this may not be possible. The on-call rota will normally be made available one month in advance. Changes may be made to the on-call rota thereafter in order to meet the needs

of the Organisation, however, wherever possible, such changes will not be made at short notice.

- 5.3 If you have been scheduled to be on-call but wish to change this, you may agree with any of your colleagues who are also on the rota that they will cover your scheduled on-call period. Any such arrangement should be approved by the Operations Manager or CEO. Where you have not been able to agree a change, you will be responsible for carrying out your scheduled on-call period.
- 5.4 If you are unable to carry out your scheduled on-call period due to sickness or injury, you should advise the Organisation of this so that they can arrange for the period to be covered by a colleague. We will endeavour not to schedule you on the on-call rota during any period which you are on holiday, however, if we do so, it is your responsibility to advise the Organisation of this so that they can arrange for the period to be covered by a colleague.
- 5.5 Employee safety is of the upmost importance when working outside of normal working hours. If an employee has any concerns or requires any additional support to be on-call they should bring such concerns to a member of the management team.

6. WHAT IS THE REQUIREMENT FOR BEING ON-CALL?

- 6.1 An employee who is on-call is free to remain at home, to sleep or go elsewhere, and to use their time as they wish, but they must remain directly contactable by mobile telephone.
- 6.2 Employees must be able to respond to any calls received on the 24-hour phone line and be fit to undertake any relevant duties. Employees must be mindful of the consumption of alcohol or substances which could impact on their ability to carry out any necessary tasks, as well as the impact of fatigue, when working on-call.

Section 39 No-show and unanswered pickup policy

1. PURPOSE

- 1.1 This policy establishes a standard procedure for dealing with situations where a service user does not answer during a scheduled pickup for a medical appointment or an appointment with a medical overlay. The aim is to ensure the safety and well-being of the service user while maintaining effective communication with relevant stakeholders and collaborative partners.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. POLICY STATEMENT

It is the responsibility of the Little Monkeys staff member or volunteer responsible for the pickup to take appropriate action when a service user is not reachable or fails to respond during a planned pickup. Ensuring the safety of service users is our top priority.

3. PROCEDURE FOR NO-SHOW OR UNANSWERED PICKUPS

3.1 Step 1: attempted contact

- (a) The person responsible for the pickup must make reasonable efforts to contact the service user at the scheduled pickup time. This includes:
- Calling the service user multiple times (at least three attempts).
 - Attempting to contact any alternative phone numbers provided.

3.2 Step 2: time-lapse

- (a) If, after 15 minutes, there is still no response, proceed to the next step.

3.3 Step 3: notify Police Scotland

- (a) Contact Police Scotland on 101 immediately to request a welfare check on the service user. Provide the following information:
- Service user's name and address.
 - Appointment details (date, time, and location).
 - Any relevant medical information that may be necessary.

- Your contact details for follow-up.

3.4 **Step 4: inform relevant parties**

- (a) After notifying the police, contact the appropriate referrer or the person the service user had an appointment with to inform them of the situation. Communication should include:
 - Explanation of the no-show.
 - Confirmation that a welfare check has been requested.

3.5 **Step 5: documentation**

- (a) Record all actions taken on Salesforce for staff members or by contacting the Engagement Support Officer for volunteers, including attempts to contact the user, time and date of notifications made, and any communication with Police Scotland or the referrer.

4. **RESPONSIBILITIES**

All Little Monkeys staff and volunteers are responsible for adhering to this policy. Training will be provided to ensure that everyone understands the procedures for handling no-shows or unanswered pickups.

5. **REVIEW**

This policy will be reviewed annually or in light of changes to procedures or relevant legislation. Feedback from team members is welcomed during the review process.

Section 40 Career break policy

1. ABOUT THIS POLICY

- 1.1 We recognise that there are times when employees may want or need to take a period of time away from work. We are committed to long-term career development and to retaining staff wherever possible and so permit employees to apply for an unpaid career break under this policy.
- 1.2 A career break can provide staff with an opportunity for personal development (such as extended periods of travel, voluntary service overseas or to pursue further education) or to fulfil personal or domestic commitments. However, a career break may not be the most appropriate way of meeting your needs and, in some cases, we may suggest a more appropriate alternative. We will not allow a career break for the purpose of taking up alternative employment or starting a personal business venture.
- 1.3 This policy applies to employees, however it does not form part of any employee's contract of employment and we may amend it at any time.

2. ELIGIBILITY

- 2.1 To be considered for a career break, you must have:
 - (a) at least 12 months' continuous employment; and
 - (b) a good record of performance.

3. APPLICATION PROCESS

- 3.1 You should first discuss the career break you wish to take informally with your line manager to outline the reason for your request, the proposed length of your absence and consider how your workload might be managed while you are away.
- 3.2 You should then submit a written application for a career break to your line manager at least three months before the anticipated start date. Your application should set out:
 - (a) the reason for your proposed career break;
 - (b) the dates between which you wish to take your career break;
 - (c) whether you have previously taken any career breaks and, if so, the dates between which you have taken them;
 - (d) the benefits to our business, if any, of your proposed career break; and

- (e) how you consider your work can be covered in your absence.

4. RESPONDING TO YOUR APPLICATION

- 4.1 Each application will be considered on its own merits. You should not commit yourself to plans before your application for a career break has been agreed by us in writing.
- 4.2 When considering your application the following are examples of the factors that will be taken into account:
 - (a) The purpose of, or reasons for, the career break.
 - (b) The period of absence requested.
 - (c) Your performance record.
 - (d) The number and length of any previous career breaks taken.
 - (e) The operational needs of our business.
 - (f) The need to retain your skills, knowledge and experience.
 - (g) Our ability to cover your duties on a temporary basis.
 - (h) The potential benefits of the proposed career break.
- 4.3 We may hold a meeting to discuss your request if we think this will be helpful.
- 4.4 If your request for a career break is refused we will explain the reasons for our decision.
- 4.5 If we accept your request we will write to confirm the start and return dates for your career break and will set out the changes to your terms of employment. You must sign and return a copy of the letter to accept the changes and until this is received your career break will not have been agreed.

5. CONDITIONS FOR TAKING A CAREER BREAK

Career breaks can be granted for between 3 months and 12 months. You may not take more than one career break while working for us.

6. DURING A CAREER BREAK

- 6.1 Unless specifically agreed at the time your career break is approved, you will not be obliged to do any work or attend any events during a career break and will not be penalised for declining to do so; nor is your line manager obliged to offer you work while you are on a career break. Any arrangements for working during the career break must be agreed with your line manager including the work to be done and arrangements

for payment. Work could include any activity done under the contract of employment, but may also include training or other events.

- 6.2 You must tell your line manager about any change of address or other contact or personal details during your career break.
- 6.3 In the event that during your absence the role from which you are taking a career break is affected by reorganisation, restructuring or redundancy, every effort will be made to consult with you as appropriate.

7. RETURNING FROM A CAREER BREAK

- 7.1 We are committed, as far as is reasonably practicable, to offering you the opportunity to return to the post you held before your career break.
- 7.2 When approving your request for a career break we will agree when you will need to contact us before your return date to confirm arrangements.
- 7.3 Consideration will be given to a request to return earlier than an agreed date although it may not be possible to accommodate such a request.
- 7.4 If you are unable to return to work in accordance with previously agreed arrangements for any reason you must immediately contact your line manager.
- 7.5 If you wish to terminate your employment while on a career break, unless the amount of notice required from you to do so has been varied by agreement with us, you will be required to give notice in accordance with the terms of your contract.

Section 41 Adverse weather and travel disruption

1. ABOUT THIS POLICY

- 1.1 We recognise that adverse weather or travel disruption can require us to take a flexible approach to working arrangements in order to accommodate the difficulties employees face and to protect health and safety, while meeting business needs.
- 1.1 The purpose of this policy is to set out our approach to working arrangements where it becomes impossible or dangerous for employees to travel in to work because of:
 - (a) extreme adverse weather such as heavy snow;
 - (b) industrial action affecting transport networks; or
 - (c) major incidents affecting travel or public safety.
- 1.2 On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. WHO DOES THIS POLICY APPLY TO?

- 2.1 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

3. TRAVELLING TO WORK

- 3.1 Employees should make a genuine effort to report for work at their normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.
- 3.2 Employees who are unable to attend work on time or at all should telephone their line manager before their normal start time on each affected day.
- 3.3 Employees who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet.

If conditions improve sufficiently, employees should report this to their line manager and attend work unless told otherwise.

- 3.4 Employees who do not make reasonable efforts to attend work or who fail to contact their manager without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance they have to travel, local conditions in their area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.

4. ALTERNATIVE WORKING ARRANGEMENTS

- 4.1 Employees may be required to work from home, where possible, or from an alternative place of work, if available. Line managers will advise them of any such requirement. Such employees will receive their normal pay.
- 4.2 Employees who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, employees should not be required to do anything they cannot do competently or safely.

5. LATE STARTS AND EARLY FINISHES

- 5.1 Employees who arrive at work late or who ask to leave early will usually be expected to make up any lost time. Managers have the discretion to waive this requirement in minor cases, or (in the case of lateness) where they are satisfied the employee has made a genuine attempt to arrive on time.
- 5.2 Managers have the discretion to allow staff to leave early and should have regard to the needs of the business and the employee's personal circumstances. Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

6. ABSENCE AND PAY

- 6.1 Employees who are absent from work due to extreme weather or other travel disruptions are not entitled to be paid for the time lost. Absence can be treated in a variety of ways. Employees should discuss their preference with their line manager, who retains overall discretion in the matter. A number of options are set out below:
 - (a) Treating the absence as annual leave.
 - (b) Making up the lost hours within a reasonable time.
 - (c) Treating the absence as special unpaid leave.

6.2 If, in exceptional circumstances, we decide to close the workplace, employees will be paid as if they had worked their normal hours.

7. SCHOOL CLOSURES AND OTHER CHILDCARE ISSUES

Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder. In cases such as these where childcare arrangements have been disrupted, employees may have a statutory right to reasonable time off without pay. For further information, see our Time Off for Dependents Policy.

Draft Only

Section 42 Pet policy

1. POLICY STATEMENT

- 1.1 The Board of Trustees of Little Monkeys want to ensure that all Little Monkeys members of staff and volunteers understand this policy in relation to domestic pets (including dogs):
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. RULES ON PETS

- 2.1 No domestic pets are allowed in any Little Monkeys vehicles at any time. Exceptions may be made, on occasions, with the prior permission of the Operations Manager or the Chief Executive Officer.
- 2.2 No domestic pets are allowed in any personal vehicles during a Little Monkeys journey. Exceptions may be made, on occasions, with the prior written permission of the Operations Manager or Chief Executive Officer.

3. REVIEW

This policy and any associated procedures will be reviewed annually, and changes will be brought to the attention of all employees and volunteers.

Section 43 Compassionate leave policy

4. ABOUT THIS POLICY

Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. This policy applies to employees, however it does not form part of any employee's contract of employment and we may amend it at any time.

5. ENTITLEMENT

- 5.1 You will normally be permitted to take compassionate leave in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law. We may exercise our discretion to grant a period of compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.
- 5.2 In the event of the death of a child, including a stillbirth, please see our Parental Bereavement Leave Policy which applies instead of this policy.
- 5.3 We will pay you in respect of a maximum of 5 days compassionate leave in any rolling 12 month period.
- 5.4 If you are unable to return to work following an authorised period of compassionate leave you should contact your line manager. It may be appropriate to take a period of annual leave, subject to your line manager's approval, or we may at our discretion grant you further unpaid leave in those circumstances.

6. REQUESTING COMPASSIONATE LEAVE

- 6.1 We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your line manager. You should tell them the reasons for your request and the number of days leave you would like to take.
- 6.2 Where it is not possible to request leave in advance you should contact your line manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

- 6.3 In exceptional circumstances we may have to refuse a request for compassionate leave and we will endeavour to explain our reasons for doing so.

Draft Only

Section 44 Parental Bereavement Leave policy

1. ABOUT THIS POLICY

- 1.1 This policy sets out the arrangements for parental bereavement leave, which is a type of compassionate leave intended to help employees deal with the death of a child or a stillbirth after at least 24 weeks of pregnancy.
- 1.2 For compassionate leave in other circumstances please see our Compassionate Leave Policy.
- 1.3 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. ENTITLEMENT TO PARENTAL BEREAVEMENT LEAVE

- 2.1 You are entitled to parental bereavement leave (PBL) if a child has died or been stillborn after 24 weeks of pregnancy, and you or your partner:
 - (a) are their parent or foster parent;
 - (b) have had the child placed with you for adoption (whether by a UK adoption agency or from overseas);
 - (c) are their intended parent under a surrogacy arrangement;
 - (d) are the natural parent of a child who has since been adopted by someone else, and there is a court order allowing you or your partner to have contact with the child; or
 - (e) look after the child in your own home, other than as a paid carer, and have done so for at least four weeks (a parent "in fact").
- 2.2 Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death.
- 2.3 Further compassionate leave may be available under our Compassionate Leave Policy at our discretion. Please speak to your manager if you require further time off in addition to parental bereavement leave.

3. PARENTAL BEREAVEMENT PAY

- 3.1 You may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:
- (a) you have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
 - (b) you earn at least the lower earnings limit for class 1 national insurance contributions.
- 3.2 SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

4. LEAVE IN THE FIRST EIGHT WEEKS

- 4.1 In the first eight weeks after a child has died, there is no need to give advance notice to take parental bereavement leave. Please notify your line manager as soon as you can on the day you want your leave to start, preferably before the time you would normally start work, where possible. Someone can do this on your behalf if necessary.
- 4.2 If you have already started work, then your parental bereavement leave period will start on the following day. We would usually allow you to take the rest of the day off as compassionate leave.
- 4.3 You can cancel any planned parental bereavement leave in the first eight weeks by telling us at any time before the leave starts, and no later than the time you would normally start work on the first day of the leave period. You cannot cancel leave once it has started.

5. LEAVE AFTER MORE THAN EIGHT WEEKS

- 5.1 To take parental bereavement leave more than eight weeks after the child has died, please give your line manager at least a week's written notice.
- 5.2 Parental bereavement leave can be cancelled with a week's written notice, and can be re-booked by giving a week's written notice.

6. WRITTEN CONFIRMATION

6.1 We will ask you to confirm the following information in writing within 28 days of starting any period of parental bereavement leave:

- (a) your name;
- (b) the date the child died or was stillborn;
- (c) the dates of paid or unpaid parental bereavement leave taken; and
- (d) your relationship to the child.

7. STILLBIRTHS, NEONATAL DEATHS, ADOPTIONS AND SURROGACY

7.1 Entitlement to maternity leave and pay (see our Maternity Leave Policy) is not affected if your child has died or been stillborn. You can take maternity leave in addition to parental bereavement leave.

7.2 You may be entitled to adoption leave and pay as a result of a child being placed with you for adoption, or because you are an intended parent under a surrogacy arrangement (see our Adoption Leave Policy). If the child has died or been stillborn, adoption leave entitlement runs for another eight weeks from the end of the week in which the child died (unless it would already have ended sooner). This is in addition to your right to parental bereavement leave.

7.3 You may be entitled to paternity leave and pay as a result of the birth of a child (including a birth to a surrogate mother), or the placement of a child with you for adoption (see our Paternity Leave Policy). If your child has died or been stillborn you can take paternity leave in addition to parental bereavement leave.

Section 45 Unpaid leave policy

1. ABOUT THIS POLICY

- 1.1 This policy has been produced to offer employees the opportunity to request unpaid leave during quiet periods in the calendar year.
- 1.2 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. APPLYING FOR UNPAID LEAVE

- 2.1 If you wish to apply for unpaid leave, please note the following key points:
 - (a) Only one request can be submitted per employee employee during each calendar year (1 January to 31 December).
 - (b) Only a maximum of 15 days may be requested during this period.
 - (c) If granted this period of unpaid leave must be taken in one continuous block.
 - (d) The requirements for unpaid leave being granted are as follows:
 - Adequate cover must be available within the same geographical area.
 - (A) For employees who have a driving role, a volunteer outreach support driver(s) must be available to cover for the whole period.
 - The period of unpaid leave requested must be during a quiet period.
 - Service delivery must not be affected in any way.
 - (e) It is at the charity's sole and absolute discretion whether to approve requests for unpaid leave and the charity may reject a request for any reason it considers appropriate, including if it does not suit the charity operationally to grant a request for unpaid leave.
 - (f) Little Monkeys reserves the right to change or withdraw this policy at any time.

3. HOW TO APPLY FOR UNPAID LEAVE?

All requests must be submitted formally in writing to the Operations Manager with at least one calendar month's prior notice given. Where possible, a decision will be given within 15 working days.

4. WHAT IF I AM UNSUCCESSFUL WITH MY REQUEST?

You do have the right to appeal this decision and any appeals must be made in writing to the Chief Executive Officer who will, where possible, reply within 15 working days.

Draft Only

Section 46 Carer's leave policy

1. ABOUT THIS POLICY

- 1.1 The law recognises and we respect that there may be occasions when you will need to take time off work to provide or arrange care for a dependant with a long-term care need. The purpose of this policy is to set out the circumstances in which we will give employees unpaid time off work to deal with these situations. For time off for dependants to deal with unexpected events, please see our Time off for Dependants Policy.
- 1.2 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.3 This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.
- 1.4 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

2. ELIGIBILITY

- 2.1 You have a right to take up to one week of unpaid time off work in each rolling 12-month period to provide or arrange care for a dependant with a long-term care need.
- 2.2 A dependant for the purposes of this policy is:
 - (a) your spouse, civil partner, child or parent;
 - (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
 - (c) anyone else who reasonably relies on you to provide or arrange care for them.
- 2.3 A dependant has a long-term care need for the purposes of this policy if:
 - (a) they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months;
 - (b) they have a disability for the purposes of the Equality Act 2010; or
 - (c) they require care for a reason connected with their old age.

3. ENTITLEMENT

- 3.1 You may take a minimum of half a working day's leave under this policy and up to a maximum of one week's leave. You do not need to take the days consecutively, provided that you take no more than the equivalent of one working week's leave in each rolling 12-month period.

- 3.2 If the amount of time you work varies from week to week, a week's leave will be an average of a week's work:
- (a) If you have been employed for at least a year, this will be calculated by dividing the total of the periods for which you were normally required to work during the course of a week in the previous 12 months by 52.
 - (b) If you have been employed for less than a year, this will be calculated by dividing the total of the periods for which you were normally required to work during the course of a week by the number of weeks you have been employed.

4. TAKING CARER'S LEAVE

- 4.1 To take leave under this policy you must give to your line manager the longer of:
- (a) three days' notice; or
 - (b) twice as many days' notice as the number of days you want to take off.
- 4.2 The notice must:
- (a) specify that you are eligible to take carer's leave in accordance with this policy; and
 - (b) specify the days you intend to take carer's leave and if you will take a full or a half day.
- 4.3 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.
- 4.4 In some circumstances, where the operation of the business would be disrupted if you took leave, we may need to postpone your carer's leave. If we do this, we will allow you to take the same amount of leave you have requested at a mutually convenient time within one month of the first day you requested to take leave under this policy. If this happens, we will write to you within seven days of your request to take leave, setting out the reason for the postponement and the days we have agreed you can take carer's leave.
- 4.5 If you take carer's leave and any other statutory leave (for example, maternity or adoption leave) consecutively, carer's leave does not count when calculating the period of time you have been away from work in respect of your right to return to the job in which you were previously engaged.

Section 47 CCTV policy

1. POLICY STATEMENT

- 1.1 We believe that CCTV and other surveillance systems have a legitimate role to play in helping to maintain a safe and secure environment for all our staff and visitors. However, we recognise that this may raise concerns about the effect on individuals and their privacy. This policy is intended to address such concerns.
- 1.2 Images recorded by surveillance systems are personal data which must be processed in accordance with data protection laws. We are committed to complying with our legal obligations and ensuring that the legal rights of staff, relating to their personal data, are recognised and respected.
- 1.3 This policy is intended to assist staff in complying with their own legal obligations when working with personal data. In certain circumstances, misuse of information generated by CCTV or other surveillance systems could constitute a criminal offence.

2. DEFINITIONS

- 2.1 For the purposes of this policy, the following terms have the following meanings:

CCTV: means fixed and domed cameras designed to capture and record images of individuals and property.

Data: is information which is stored electronically, or in certain paper-based filing systems. In respect of CCTV, this generally means video images. It may also include static pictures such as printed screen shots.

Data subjects: means all living individuals about whom we hold personal information as a result of the operation of our CCTV (or other surveillance systems).

Personal data: means data relating to a living individual who can be identified from that data (or other data in our possession). This will include video images of identifiable individuals.

Data controllers: are the people who, or organisations which, determine the manner in which any personal data is processed. They are responsible for establishing practices and policies to ensure compliance with the law.

Data users: are those of our employees whose work involves processing personal data. This will include those whose duties are to operate CCTV cameras and other surveillance systems to record, monitor, store, retrieve and delete images. Data users must protect the data they handle in accordance with this policy and our Data protection policy.

Data processors: are any person or organisation that is not a data user (or other employee of a data controller) that processes data on our behalf and in accordance with our instructions (for example, a supplier which handles data on our behalf).

Processing: is any activity which involves the use of data. It includes obtaining, recording or holding data, or carrying out any operation on the data including organising, amending, retrieving, using, disclosing or destroying it. Processing also includes transferring personal data to third parties.

Surveillance systems: means any devices or systems designed to monitor or record images of individuals or information relating to individuals. The term includes CCTV systems as well as any technology that may be introduced in the future such as automatic number plate recognition (ANPR), body worn cameras, unmanned aerial systems and any other systems that capture information of identifiable individuals or information relating to identifiable individuals.

3. ABOUT THIS POLICY

- 3.1 We currently use CCTV cameras to view and record individuals on and around our premises. This policy outlines why we use CCTV, how we will use CCTV and how we will process data recorded by CCTV cameras to ensure we are compliant with data protection law and best practice. This policy also explains how to make a subject access request in respect of personal data created by CCTV.
- 3.2 We recognise that information that we hold about individuals is subject to data protection legislation. The images of individuals recorded by CCTV cameras in the workplace are personal data and therefore subject to the legislation. We are committed to complying with all our legal obligations and seek to comply with best practice suggestions from the Information Commissioner's Office (**ICO**).
- 3.3 This policy covers all employees directors, officers, consultants, contractors, freelancers, volunteers, interns, casual workers, zero hours workers and agency workers and may also be relevant to visiting members of the public.

3.4 This policy is non-contractual and does not form part of the terms and conditions of any employment or other contract. We may amend this policy at any time. The policy will be regularly reviewed to ensure that it meets legal requirements, relevant guidance published by the ICO and industry standards.

3.5 A breach of this policy may, in appropriate circumstances, be treated as a disciplinary matter. Following investigation, a breach of this policy may be regarded as misconduct leading to disciplinary action, up to and including dismissal.

4. PERSONNEL RESPONSIBLE

The Chief Executive Officer has overall responsibility for ensuring compliance with relevant legislation and the effective operation of this policy. Day-to-day management responsibility for deciding what information is recorded, how it will be used and to whom it may be disclosed has been delegated to the Operations Manager.

5. REASONS FOR THE USE OF CCTV

5.1 We currently use CCTV around our site as outlined below. We believe that such use is necessary for legitimate business purposes, including:

- (a) to prevent crime and protect buildings and assets from damage, disruption, vandalism and other crime;
- (b) for the personal safety of staff, visitors and other members of the public and to act as a deterrent against crime;
- (c) to support law enforcement bodies in the prevention, detection and prosecution of crime;
- (d) to assist in day-to-day management, including ensuring the health and safety of staff and others;
- (e) to assist in the effective resolution of disputes which arise in the course of disciplinary or grievance proceedings;
- (f) to assist in the defence of any civil litigation, including employment tribunal proceedings.

This list is not exhaustive and other purposes may be or become relevant.

6. MONITORING

6.1 CCTV monitors the exterior of the building and within our Little Monkeys vehicles 24 hours a day and this data is continuously recorded.

- 6.2 Camera locations are chosen to minimise viewing of spaces not relevant to the legitimate purpose of the monitoring. As far as practically possible, CCTV cameras will not focus on private homes, gardens or other areas of private property.
- 6.3 Surveillance systems will be used to record sound.
- 6.4 Images are monitored by authorised personnel 24 hours a day, every day of the year.
- 6.5 Staff using surveillance systems will be given appropriate training to ensure they understand and observe the legal requirements related to the processing of relevant data.

7. HOW WE WILL OPERATE CCTV

- 7.1 Where CCTV cameras are placed in the workplace, we will ensure that signs are displayed at the entrance of the surveillance zone to alert individuals that their image may be recorded. Such signs will contain details of the organisation operating the system, the purpose for using the surveillance system and who to contact for further information, where these things are not obvious to those being monitored.
- 7.2 Live feeds from CCTV cameras will be monitored, for example to protect health and safety, to improve quality assurance and for any other reasons that Little Monkeys deem appropriate.
- 7.3 We will ensure that live feeds from cameras and recorded images are only viewed by approved members of staff whose role requires them to have access to such data. This may include staff involved with disciplinary or grievance matters. Recorded images will only be viewed in designated, secure offices.

8. USE OF DATA GATHERED BY CCTV

- 8.1 In order to ensure that the rights of individuals recorded by the CCTV system are protected, we will ensure that data gathered from CCTV cameras is stored in a way that maintains its integrity and security. This may include encrypting the data, where it is possible to do so.
- 8.2 Given the large amount of data generated by surveillance systems, we may store video footage using a cloud computing system. We will take all reasonable steps to ensure that any cloud service provider maintains the security of our information, in accordance with industry standards.

- 8.3 We may engage data processors to process data on our behalf. We will ensure reasonable contractual safeguards are in place to protect the security and integrity of the data.

9. RETENTION AND ERASURE OF DATA GATHERED BY CCTV

- 9.1 Data recorded by the CCTV system will be stored digitally using a cloud computing system. Data from CCTV cameras will not be retained indefinitely but will be permanently deleted once there is no reason to retain the recorded information. Exactly how long images will be retained for will vary according to the purpose for which they are being recorded. For example, where images are being recorded for crime prevention purposes, data will be kept long enough only for incidents to come to light. In all other cases, recorded images will be kept for varying reasons in accordance with our Data Retention Policy. We will maintain a comprehensive log of when data is deleted.
- 9.2 At the end of their useful life, all images stored in whatever format will be erased permanently and securely. Any physical matter such as tapes or discs will be disposed of as confidential waste. Any still photographs and hard copy prints will be disposed of as confidential waste.

10. USE OF ADDITIONAL SURVEILLANCE SYSTEMS

- 10.1 Prior to introducing any new surveillance system, including placing a new CCTV camera in any workplace location, we will carefully consider if they are appropriate by carrying out a privacy impact assessment (PIA).
- 10.2 A PIA is intended to assist us in deciding whether new surveillance cameras are necessary and proportionate in the circumstances and whether they should be used at all or whether any limitations should be placed on their use.
- 10.3 Any PIA will consider the nature of the problem that we are seeking to address at that time and whether the surveillance camera is likely to be an effective solution, or whether a better solution exists. In particular, we will consider the effect a surveillance camera will have on individuals and therefore whether its use is a proportionate response to the problem identified.
- 10.4 No surveillance cameras will be placed in areas where there is an expectation of privacy (for example, in changing rooms) unless, in very exceptional circumstances, it is judged by us to be necessary to deal with very serious concerns.

11. COVERT MONITORING

- 11.1 We will never engage in covert monitoring or surveillance (that is, where individuals are unaware that the monitoring or surveillance is taking place) unless, in highly exceptional circumstances, there are reasonable grounds to suspect that criminal activity or extremely serious malpractice is taking place and, after suitable consideration, we reasonably believe there is no less intrusive way to tackle the issue.
- 11.2 In the unlikely event that covert monitoring is considered to be justified, it will only be carried out with the express authorisation of the Managing Director. The decision to carry out covert monitoring will be fully documented and will set out how the decision to use covert means was reached and by whom. The risk of intrusion on innocent workers will always be a primary consideration in reaching any such decision.
- 11.3 Only limited numbers of people will be involved in any covert monitoring.
- 11.4 Covert monitoring will only be carried out for a limited and reasonable period of time consistent with the objectives of making the recording and will only relate to the specific suspected illegal or unauthorised activity.

12. ONGOING REVIEW OF CCTV USE

We will ensure that the ongoing use of existing CCTV cameras in the workplace is reviewed periodically to ensure that their use remains necessary and appropriate, and that any surveillance system is continuing to address the needs that justified its introduction.

13. REQUESTS FOR DISCLOSURE

- 13.1 We may share data with other group companies where we consider that this is reasonably necessary for any of the legitimate purposes set out above. No images from our CCTV cameras will be disclosed to any other third party, without express permission being given by the Managing Director. Data will not normally be released unless satisfactory evidence that it is required for legal proceedings or under a court order has been produced.
- 13.2 In other appropriate circumstances, we may allow law enforcement agencies to view or remove CCTV footage where this is required in the detection or prosecution of crime.
- 13.3 We will maintain a record of all disclosures of CCTV footage.

- 13.4 No images from CCTV will ever be posted online or disclosed to the media.

14. SUBJECT ACCESS REQUESTS

- 14.1 Data subjects may make a request for disclosure of their personal information and this may include CCTV images (**data subject access request**). A data subject access request is subject to the statutory conditions from time to time in place and should be made in writing.
- 14.2 In order for us to locate relevant footage, any requests for copies of recorded CCTV images must include the date and time of the recording, the location where the footage was captured and, if necessary, information identifying the individual.
- 14.3 We reserve the right to obscure images of third parties when disclosing CCTV data as part of a subject access request, where we consider it necessary to do so.

15. COMPLAINTS AND REQUESTS TO PREVENT PROCESSING

- 15.1 If any member of staff has questions about this policy or any concerns about our use of CCTV, then they should speak to their manager in the first instance. Where this is not appropriate or matters cannot be resolved informally, employees should use our formal grievance procedure.
- 15.2 We recognise that, in rare circumstances, individuals may have a legal right to object to processing and in certain circumstances to prevent automated decision making. For further information regarding this, please contact your line manager.

Section 48 Anti-facilitation of tax evasion

1. POLICY STATEMENT

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to facilitation of tax evasion, whether under UK law or under the law of any foreign country.
- 1.2 We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter tax evasion facilitation.
- 1.3 We will uphold all laws relevant to countering tax evasion in all the jurisdictions in which we operate, including the Criminal Finances Act 2017.

2. ABOUT THIS POLICY

- 2.1 The purpose of this policy is to:
 - (a) set out our responsibilities, and of those working for us, in observing and upholding our position on preventing the criminal facilitation of tax evasion; and
 - (b) provide information and guidance to those working for us on how to recognise and avoid tax evasion.
- 2.2 As an employer, if we fail to prevent our employees, workers, agents or service providers facilitating tax evasion, we can face criminal sanctions including an unlimited fine, as well as exclusion from tendering for public contracts and damage to our reputation. We therefore take our legal responsibilities seriously.
- 2.3 In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians and political parties.
- 2.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

3. WHO MUST COMPLY WITH THIS POLICY?

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

4. WHO IS RESPONSIBLE FOR THE POLICY?

- 4.1 The Managing Director has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 4.2 The compliance manager has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in preventing the facilitation of tax evasion.
- 4.3 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it.
- 4.4 You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the compliance manager.

5. WHAT IS TAX EVASION FACILITATION?

- 5.1 For the purposes of this policy:
 - (a) **Tax evasion** means the offence of cheating the public revenue or fraudulently evading UK tax, and is a criminal offence. The offence requires an element of fraud, which means there must be deliberate action, or omission with dishonest intent;
 - (b) **Foreign tax evasion** means evading tax in a foreign country, provided that conduct is an offence in that country and would be a criminal offence if committed in the UK. As with tax evasion, the element of fraud means there must be deliberate action, or omission with dishonest intent; and
 - (c) **Tax evasion facilitation** means being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, or aiding, abetting, counselling or procuring the commission of that offence. Tax evasion facilitation is a criminal offence, where it is done deliberately and dishonestly.

- (d) **Third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians and political parties.

5.2 Under the Criminal Finances Act 2017, a separate criminal offence is automatically committed by a corporate entity or partnership where the tax evasion is facilitated by a person acting in the capacity of an "associated person" to that body. For the offence to be made out, the associated person must deliberately and dishonestly take action to facilitate the tax evasion by the taxpayer. If the associated person accidentally, ignorantly, or negligently facilitates the tax evasion, then the corporate offence will not have been committed. The company does not have to have deliberately or dishonestly facilitated the tax evasion itself; the fact that the associated person has done so creates the liability for the company.

5.3 Tax evasion is not the same as tax avoidance or tax planning. Tax evasion involves deliberate and dishonest conduct. Tax avoidance is not illegal and involves taking steps, within the law, to minimise tax payable (or maximise tax reliefs).

5.4 In this policy, all references to tax include national insurance contributions (and their equivalents in any non-UK jurisdiction).

6. WHAT YOU MUST NOT DO

6.1 It is not acceptable for you (or someone on your behalf) to:

- (a) engage in any form of facilitating tax evasion or foreign tax evasion;
- (b) aid, abet, counsel or procure the commission of a tax evasion offence or foreign tax evasion offence by another person;
- (c) fail to promptly report any request or demand from any third party to facilitate the fraudulent evasion of tax (whether UK tax or tax in a foreign country), or any suspected fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, in accordance with this policy;
- (d) engage in any other activity that might lead to a breach of this policy; or
- (e) threaten or retaliate against another individual who has refused to commit a tax evasion offence or a foreign tax evasion offence or who has raised concerns under this policy.

7. YOUR RESPONSIBILITIES

- 7.1 You must ensure that you read, understand and comply with this policy.
- 7.2 The prevention, detection and reporting of tax evasion and foreign tax evasion are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 7.3 You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if an employee or supplier asks to be paid into an offshore bank account, without good reason, or a supplier asks to be paid in cash, indicating that this will mean the payment is not subject to VAT. Further "red flags" that may indicate potential tax evasion are set out below.

8. HOW TO RAISE A CONCERN

- 8.1 You are encouraged to raise concerns about any issue or suspicion of tax evasion or foreign tax evasion at the earliest possible stage.
- 8.2 If you become aware of any fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person in the course of your work, or you are asked to assist another person in their fraudulent evasion of tax (whether directly or indirectly), or if you believe or suspect that any fraudulent evasion of tax has occurred or may occur, whether in respect to UK tax or tax in a foreign country, you must notify your manager as soon as possible.
- 8.3 If you are unsure about whether a particular act constitutes tax evasion or foreign tax evasion, raise it with your manager as soon as possible. You should note that the corporate offence is only committed where you deliberately and dishonestly take action to facilitate the tax evasion or foreign tax evasion. If you do not take any such action, then the offence will not be made out. However, a deliberate failure to report suspected tax evasion or foreign tax evasion, or "turning a blind eye" to suspicious activity could amount to criminal facilitation of tax evasion.

9. PROTECTION

- 9.1 Individuals who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 9.2 We are committed to ensuring no one suffers any detrimental treatment as a result of:
- (a) refusing to take part in, be concerned in, or facilitate tax evasion or foreign tax evasion by another person;
 - (b) refusing to aid, abet, counsel or procure the commission of a tax evasion offence or a foreign tax evasion offence by another person; or
 - (c) reporting in good faith their suspicion that an actual or potential tax evasion offence or foreign tax evasion offence has taken place, or may take place in the future.

Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

10. TRAINING AND COMMUNICATION

- 10.1 Training on this policy forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary. Such training may form part of wider financial crime detection and prevention training.
- 10.2 We will ensure that mandatory training on this policy is offered to those employees, workers and associated persons who have been identified as being at risk of exposure to criminal tax evasion.
- 10.3 Our zero-tolerance approach to tax evasion and foreign tax evasion must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate after that.

11. BREACHES OF THIS POLICY

- 11.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

- 11.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

12. POTENTIAL RISK SCENARIOS: "RED FLAGS"

- 12.1 The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns related to tax evasion or foreign tax evasion. The list is not intended to be exhaustive and is for illustrative purposes only.

- 12.2 If you encounter any of these red flags while working for us, you must report them promptly to your manager:

- (a) you become aware, in the course of your work, that a third party has made or intends to make a false statement relating to tax, has failed to disclose income or gains to, or to register with, HMRC (or the equivalent authority in any relevant non-UK jurisdiction), has delivered or intends to deliver a false document relating to tax, or has set up or intends to set up a structure to try to hide income, gains or assets from a tax authority;
- (b) you become aware, in the course of your work, that a third party has deliberately failed to register for VAT (or the equivalent tax in any relevant non-UK jurisdiction) or failed to account for VAT;
- (c) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (d) you become aware, in the course of your work, that a third party working for us as an employee asks to be treated as a self-employed contractor, but without any material changes to their working conditions;
- (e) a supplier or other subcontractor is paid gross when they should have been paid net, under a scheme such as the Construction Industry Scheme;
- (f) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (g) a third party to whom we have provided services requests that their invoice is addressed to a different entity, where we did not provide services to such entity directly;
- (h) a third party to whom we have provided services asks us to change the description of services rendered on an invoice in a way that seems designed to obscure the nature of the services provided;

- (i) you receive an invoice from a third party that appears to be non-standard or customised;
- (j) a third party insists on the use of side letters or refuses to put terms agreed in writing or asks for contracts or other documentation to be backdated;
- (k) you notice that we have been invoiced for a commission or fee payment that appears too large or too small, given the service stated to have been provided;
- (l) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us.

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Section 49 Corporate social responsibility policy

1. THE POLICY

- 1.1 To us, corporate social responsibility is about managing our business in a way that enhances the positive, and minimises the negative, economic, social and environmental impact of our activities.
- 1.2 This policy details the company's values and how these relate to our commitment to corporate social responsibility.

2. OUR COMMITMENT: HOW WE WORK

- 2.1 We will run our business with integrity and openness, within clearly defined business principles.
- 2.2 We will ensure that we comply with current legislation at all times, in particular in relation to equal opportunities and dignity and work.
- 2.3 We will seek to achieve high standards on the issues which matter most to us as a business.
- 2.4 We will set long term objectives that demonstrate the level of performance we are aiming to achieve on priority issues.
- 2.5 We will be open and honest in communicating our governance, policies, strategies, targets and performance to our, employees and stakeholders whilst maintaining confidentiality where appropriate.

3. OUR PEOPLE

- 3.1 We will set high standards and expectations for our employees to act ethically, professionally and with integrity.
- 3.2 We will provide opportunities for learning and development to ensure the advancement of our workforce.
- 3.3 We will provide rewarding conditions of employment, free from discrimination and harassment, allowing us to benefit from a diverse workforce.

4. OUR SOCIO ECONOMIC CONTRIBUTION

- 4.1 We will enable people to fulfil their potential.

- 4.2 We will seek to benefit local and regional communities, including local charities.

5. OUR ENVIRONMENTAL CONTRIBUTION

- 5.1 We will seek to reduce and mitigate our environmental impact.
- 5.2 We will use resources as efficiently as possible and invest in the quality and capacity of our facilities.
- 5.3 We will give proper consideration to the environmental impact of our operations.

Draft Only

Section 50 Data Protection Policy

1. INTERPRETATION

1.1 Definitions:

Automated Decision-Making (ADM): when a decision is made which is based solely on Automated Processing (including profiling) which produces legal effects or significantly affects an individual. The GDPR prohibits Automated Decision-Making (unless certain conditions are met) but not Automated Processing.

Automated Processing: any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements. Profiling is an example of Automated Processing.

Company Personnel: all employees, workers, contractors, agency workers, consultants, directors, members and others.

Consent: agreement which must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signifies agreement to the Processing of Personal Data relating to them.

Data Controller: the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. We are the Data Controller of all Personal Data relating to our Company Personnel and Personal Data used in our business for our own commercial purposes.

Data Subject: a living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data.

Data Privacy Impact Assessment (DPIA): tools and assessments used to identify and reduce risks of a data processing activity. DPIA can be carried out as part of Privacy by Design and should be conducted for all major system or business change programs involving the Processing of Personal Data.

Data Protection Officer (DPO): the person required to be appointed in specific circumstances under the GDPR. Where a mandatory DPO has

not been appointed, this term means a data protection manager or other voluntary appointment of a DPO or refers to the Company data privacy team with responsibility for data protection compliance.

EEA: the 27 countries in the EU, and the United Kingdom, Iceland, Liechtenstein and Norway.

Explicit Consent: consent which requires a very clear and specific statement (that is, not just action).

General Data Protection Regulation (GDPR): the General Data Protection Regulation (EU) 2016/679). Personal Data is subject to the legal safeguards specified in the GDPR.

Personal Data: any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Sensitive Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.

Personal Data Breach: any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Personal Data Breach.

Privacy by Design: implementing appropriate technical and organisational measures in an effective manner to ensure compliance with the GDPR.

Privacy Guidelines: the Company privacy/GDPR related guidelines provided to assist in interpreting and implementing this Data protection policy and Related Policies are provided within this Staff Handbook.

Privacy Notices (also referred to as Fair Processing Notices) or Privacy Policies: separate notices setting out information that may be provided to Data Subjects when the Company collects information about them. These notices may take the form of general privacy statements applicable to a specific group of individuals (for example, employee privacy notices or the website privacy policy) or they may be stand-alone, one time privacy statements covering Processing related to a specific purpose.

Processing or Process: any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.

Pseudonymisation or Pseudonymised: replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure.

Related Policies: the Company's policies, operating procedures or processes related to this Data protection policy and designed to protect Personal Data.

Sensitive Personal Data: information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data, and Personal Data relating to criminal offences and convictions.

2. INTRODUCTION

- 2.1 This Data protection policy sets out how we handle the Personal Data of our customers, suppliers, employees, workers and other third parties.
- 2.2 This Data protection policy applies to all Personal Data we Process regardless of the media on which that data is stored or whether it relates to past or present employees, workers, customers, clients or supplier contacts, shareholders, website users or any other Data Subject.
- 2.3 This Data protection policy applies to all Company Personnel ("you", "your"). You must read, understand and comply with this Data protection policy when Processing Personal Data on our behalf and attend training on its requirements. This Data protection policy sets out what we expect from you in order for the Company to comply with applicable law. Your compliance with this = policy is mandatory. Related Policies and Privacy Guidelines are available to help you interpret and act in accordance with this Data protection policy. You must also comply with all such Related Policies and Privacy Guidelines.
- 2.4 Any breach of this Data protection policy may result in disciplinary action.

- 2.5 This Data protection policy (together with Related Policies and Privacy Guidelines) is an internal document and cannot be shared with third parties, clients or regulators without prior authorisation from the DPO.

3. SCOPE

- 3.1 We recognise that the correct and lawful treatment of Personal Data will maintain confidence in the organisation and will provide for successful business operations. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that we take seriously at all times. The Company is exposed to potential fines of up to EUR20 million or 4% of total worldwide annual turnover, whichever is higher and depending on the breach, for failure to comply with the provisions of the GDPR.
- 3.2 All CEOs, individual business areas, units, departments, line managers, supervisors, staff members and volunteers are responsible for ensuring all Company Personnel comply with this Data protection policy and need to implement appropriate practices, processes, controls and training to ensure such compliance.
- 3.3 The DPO is responsible for overseeing this Data protection policy and, as applicable, developing Related Policies and Privacy Guidelines.
- 3.4 Please contact the DPO (via the Chief Executive Officer) with any questions about the operation of this Data protection policy or the GDPR or if you have any concerns that it is not being or has not been followed. In particular, you must always contact the DPO in the following circumstances:
- (a) if you are unsure of the lawful basis which you are relying on to process Personal Data (including the legitimate interests used by the Company);
 - (b) if you need to rely on Consent and/or need to capture Explicit Consent;
 - (c) if you need to draft Privacy Notices or Fair Processing Notices;
 - (d) if you are unsure about the retention period for the Personal Data being Processed;
 - (e) if you are unsure about what security or other measures you need to implement to protect Personal Data;
 - (f) if there has been a Personal Data Breach;
 - (g) if you are unsure on what basis to transfer Personal Data outside the EEA;

- (h) if you need any assistance dealing with any rights invoked by a Data Subject;
- (i) whenever you are engaging in a significant new, or change in, Processing activity which is likely to require a DPIA or plan to use Personal Data for purposes others than what it was collected for;
- (j) if you plan to undertake any activities involving Automated Processing including profiling or Automated Decision-Making;
- (k) if you need help complying with applicable law when carrying out direct marketing activities; or
- (l) if you need help with any contracts or other areas in relation to sharing Personal Data with third parties (including our vendors).

4. PERSONAL DATA PROTECTION PRINCIPLES

4.1 We adhere to the principles relating to Processing of Personal Data set out in the GDPR which require Personal Data to be:

- (a) Processed lawfully, fairly and in a transparent manner (Lawfulness, Fairness and Transparency).
- (b) Collected only for specified, explicit and legitimate purposes (Purpose Limitation).
- (c) Adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (Data Minimisation).
- (d) Accurate and where necessary kept up to date (Accuracy).
- (e) Not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is Processed (Storage Limitation).
- (f) Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage (Security, Integrity and Confidentiality).
- (g) Not transferred to another country without appropriate safeguards being in place (Transfer Limitation).
- (h) Made available to Data Subjects and Data Subjects allowed to exercise certain rights in relation to their Personal Data (Data Subject's Rights and Requests).

We are responsible for and must be able to demonstrate compliance with the data protection principles listed above (Accountability).

5. LAWFULNESS, FAIRNESS, TRANSPARENCY

5.1 Lawfulness and fairness:

- (a) Personal data must be Processed lawfully, fairly and in a transparent manner in relation to the Data Subject.
- (b) You may only collect, Process and share Personal Data fairly and lawfully and for specified purposes. The GDPR restricts our actions regarding Personal Data to specified lawful purposes. These restrictions are not intended to prevent Processing, but ensure that we Process Personal Data fairly and without adversely affecting the Data Subject.
- (c) The GDPR allows Processing for specific purposes, some of which are set out below:
 - the Data Subject has given his or her Consent;
 - the Processing is necessary for the performance of a contract with the Data Subject;
 - to meet our legal compliance obligations;
 - to protect the Data Subject's vital interests;
 - to pursue our legitimate interests for purposes where they are not overridden because the Processing prejudices the interests or fundamental rights and freedoms of Data Subjects. The purposes for which we process Personal Data for legitimate interests need to be set out in applicable Privacy Notices or Fair Processing Notices.
- (d) You must identify and document the legal ground being relied on for each Processing activity in accordance with the Company's guidelines on Lawful Basis for Processing Personal Data.

5.2 Consent:

- (a) A Data Controller must only process Personal Data on the basis of one or more of the lawful bases set out in the GDPR, which include Consent.
- (b) A Data Subject consents to Processing of their Personal Data if they indicate agreement clearly either by a statement or positive action to the Processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity are unlikely to be sufficient. If Consent is given in a document which deals with other matters, then the Consent must be kept separate from those other matters.

- (c) Data Subjects must be easily able to withdraw Consent to Processing at any time and withdrawal must be promptly honoured. Consent may need to be refreshed if you intend to Process Personal Data for a different and incompatible purpose which was not disclosed when the Data Subject first consented.
- (d) Unless we can rely on another legal basis of Processing, Explicit Consent is usually required for Processing Sensitive Personal Data, for Automated Decision-Making and for cross border data transfers. Usually we will be relying on another legal basis (and not require Explicit Consent) to Process most types of Sensitive Data. Where Explicit Consent is required, you must issue a Fair Processing Notice to the Data Subject to capture Explicit Consent.
- (e) You will need to evidence Consent captured and keep records of all Consents so that the Company can demonstrate compliance with Consent requirements.

5.3 Transparency (notifying data subjects):

- (a) The GDPR requires Data Controllers to provide detailed, specific information to Data Subjects depending on whether the information was collected directly from Data Subjects or from elsewhere. Such information must be provided through appropriate Privacy Notices or Fair Processing Notices which must be concise, transparent, intelligible, easily accessible, and in clear and plain language so that a Data Subject can easily understand them.
- (b) Whenever we collect Personal Data directly from Data Subjects, including for human resources or employment purposes, we must provide the Data Subject with all the information required by the GDPR including the identity of the Data Controller and DPO, how and why we will use, Process, disclose, protect and retain that Personal Data through a Fair Processing Notice which must be presented when the Data Subject first provides the Personal Data.
- (c) When Personal Data is collected indirectly (for example, from a third party or publicly available source), you must provide the Data Subject with all the information required by the GDPR as soon as possible after collecting/receiving the data. You must also check that the Personal Data was collected by the third party in accordance with the GDPR and on a basis which contemplates our proposed Processing of that Personal Data.
- (d) You must comply with the Company's guidelines on drafting Privacy Notices / Fair Processing Notices.

6. PURPOSE LIMITATION

- 6.1 Personal Data must be collected only for specified, explicit and legitimate purposes. It must not be further Processed in any manner incompatible with those purposes.
- 6.2 You cannot use Personal Data for new, different or incompatible purposes from that disclosed when it was first obtained unless you have informed the Data Subject of the new purposes and they have Consented where necessary.

7. DATA MINIMISATION

- 7.1 Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed.
- 7.2 You may only Process Personal Data when performing your job duties requires it. You cannot Process Personal Data for any reason unrelated to your job duties.
- 7.3 You may only collect Personal Data that you require for your job duties: do not collect excessive data. Ensure any Personal Data collected is adequate and relevant for the intended purposes.
- 7.4 You must ensure that when Personal Data is no longer needed for specified purposes, it is deleted or anonymised in accordance with the Company's data retention guidelines.

8. ACCURACY

- 8.1 Personal Data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate.
- 8.2 You will ensure that the Personal Data we use and hold is accurate, complete, kept up to date and relevant to the purpose for which we collected it. You must check the accuracy of any Personal Data at the point of collection and at regular intervals afterwards. You must take all reasonable steps to destroy or amend inaccurate or out-of-date Personal Data.

9. STORAGE LIMITATION

- 9.1 Personal Data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed.
- 9.2 You must not keep Personal Data in a form which permits the identification of the Data Subject for longer than needed for the

legitimate business purpose or purposes for which we originally collected it including for the purpose of satisfying any legal, accounting or reporting requirements.

- 9.3 The Company will maintain data retention policies and procedures to ensure Personal Data is deleted after a reasonable time for the purposes for which it was being held, unless a law requires such data to be kept for a minimum time. You must comply with the Company's guidelines on Data Retention.
- 9.4 You will take all reasonable steps to destroy or erase from our systems all Personal Data that we no longer require in accordance with all the Company's applicable records retention schedules and policies. This includes requiring third parties to delete such data where applicable.
- 9.5 You will ensure Data Subjects are informed of the period for which data is stored and how that period is determined in any applicable Privacy Notice or Fair Processing Notice.

10. SECURITY INTEGRITY AND CONFIDENTIALITY

- 10.1 Protecting personal data:
 - (a) Personal Data must be secured by appropriate technical and organisational measures against unauthorised or unlawful Processing, and against accidental loss, destruction or damage.
 - (b) We will develop, implement and maintain safeguards appropriate to our size, scope and business, our available resources, the amount of Personal Data that we own or maintain on behalf of others and identified risks (including use of encryption and Pseudonymisation where applicable). We will regularly evaluate and test the effectiveness of those safeguards to ensure security of our Processing of Personal Data. You are responsible for protecting the Personal Data we hold. You must implement reasonable and appropriate security measures against unlawful or unauthorised Processing of Personal Data and against the accidental loss of, or damage to, Personal Data. You must exercise particular care in protecting Sensitive Personal Data from loss and unauthorised access, use or disclosure.
 - (c) You must follow all procedures and technologies we put in place to maintain the security of all Personal Data from the point of collection to the point of destruction. You may only transfer Personal Data to third-party service providers who agree to comply with the required policies and procedures and who agree to put adequate measures in place, as requested.

- (d) You must maintain data security by protecting the confidentiality, integrity and availability of the Personal Data, defined as follows:
 - Confidentiality means that only people who have a need to know and are authorised to use the Personal Data can access it.
 - Integrity means that Personal Data is accurate and suitable for the purpose for which it is processed.
 - Availability means that authorised users are able to access the Personal Data when they need it for authorised purposes.
- (e) You must comply with and not attempt to circumvent the administrative, physical and technical safeguards we implement and maintain in accordance with the GDPR and relevant standards to protect Personal Data.

10.2 Reporting a personal data breach:

- (a) The GDPR requires Data Controllers to notify any Personal Data Breach to the applicable regulator and, in certain instances, the Data Subject.
- (b) We have put in place procedures to deal with any suspected Personal Data Breach and will notify Data Subjects or any applicable regulator where we are legally required to do so.
- (c) If you know or suspect that a Personal Data Breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the person or team designated as the key point of contact for Personal Data Breaches, being the DPO. You should preserve all evidence relating to the potential Personal Data Breach.

11. TRANSFER LIMITATION

- 11.1 The GDPR restricts data transfers to countries outside the EEA in order to ensure that the level of data protection afforded to individuals by the GDPR is not undermined. You transfer Personal Data originating in one country across borders when you transmit, send, view or access that data in or to a different country.
- 11.2 You may only transfer Personal Data outside the EEA if one of the following conditions applies:
 - (a) the European Commission has issued a decision confirming that the country to which we transfer the Personal Data ensures an adequate level of protection for the Data Subjects' rights and freedoms;

- (b) appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved by the European Commission, an approved code of conduct or a certification mechanism, a copy of which can be obtained from the DPO;
- (c) the Data Subject has provided Explicit Consent to the proposed transfer after being informed of any potential risks; or
- (d) the transfer is necessary for one of the other reasons set out in the GDPR including the performance of a contract between us and the Data Subject, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the Data Subject where the Data Subject is physically or legally incapable of giving Consent and, in some limited cases, for our legitimate interest.

You must comply with the Company's guidelines on cross border data transfers.

12. DATA SUBJECT'S RIGHTS AND REQUESTS

12.1 Data Subjects have rights when it comes to how we handle their Personal Data. These include rights to:

- (a) withdraw Consent to Processing at any time;
- (b) receive certain information about the Data Controller's Processing activities;
- (c) request access to their Personal Data that we hold;
- (d) prevent our use of their Personal Data for direct marketing purposes;
- (e) ask us to erase Personal Data if it is no longer necessary in relation to the purposes for which it was collected or Processed or to rectify inaccurate data or to complete incomplete data;
- (f) restrict Processing in specific circumstances;
- (g) challenge Processing which has been justified on the basis of our legitimate interests or in the public interest;
- (h) request a copy of an agreement under which Personal Data is transferred outside of the EEA;
- (i) object to decisions based solely on Automated Processing, including profiling (ADM);
- (j) prevent Processing that is likely to cause damage or distress to the Data Subject or anyone else;

- (k) be notified of a Personal Data Breach which is likely to result in high risk to their rights and freedoms;
- (l) make a complaint to the supervisory authority; and
- (m) in limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine readable format.

12.2 You must verify the identity of an individual requesting data under any of the rights listed above (do not allow third parties to persuade you into disclosing Personal Data without proper authorisation).

12.3 You must immediately forward any Data Subject request you receive to your line manager.

13. ACCOUNTABILITY

13.1 The Data Controller must implement appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection principles. The Data Controller is responsible for, and must be able to demonstrate, compliance with the data protection principles.

13.2 The Company must have adequate resources and controls in place to ensure and to document GDPR compliance including:

- (a) appointing a suitably qualified DPO (where necessary) and an executive accountable for data privacy;
- (b) implementing Privacy by Design when Processing Personal Data and completing DPIAs where Processing presents a high risk to rights and freedoms of Data Subjects;
- (c) integrating data protection into internal documents including this Data protection policy, Related Policies, Privacy Guidelines, Privacy Notices or Fair Processing Notices;
- (d) regularly training Company Personnel on the GDPR, this Data protection policy, Related Policies and Privacy Guidelines and data protection matters including, for example, Data Subject's rights, Consent, legal basis, DPIA and Personal Data Breaches. The Company must maintain a record of training attendance by Company Personnel; and
- (e) regularly testing the privacy measures implemented and conducting periodic reviews and audits to assess compliance, including using results of testing to demonstrate compliance improvement effort.

13.3 Record keeping:

- (a) The GDPR requires us to keep full and accurate records of all our data Processing activities.
- (b) You must keep and maintain accurate corporate records reflecting our Processing including records of Data Subjects' Consents and procedures for obtaining Consents in accordance with the Company's record keeping guidelines.
- (c) These records should include, at a minimum, the name and contact details of the Data Controller and the DPO, clear descriptions of the Personal Data types, Data Subject types, Processing activities, Processing purposes, third-party recipients of the Personal Data, Personal Data storage locations, Personal Data transfers, the Personal Data's retention period and a description of the security measures in place. In order to create such records, data maps should be created which should include the detail set out above together with appropriate data flows.

13.4 Training and audit:

- (a) We are required to ensure all Company Personnel have undergone adequate training to enable them to comply with data privacy laws. We must also regularly test our systems and processes to assess compliance.
- (b) You must undergo all mandatory data privacy related training and ensure your team undergo similar mandatory training in accordance with the Company's mandatory training guidelines.
- (c) You must regularly review all the systems and processes under your control to ensure they comply with this Data protection policy and check that adequate governance controls and resources are in place to ensure proper use and protection of Personal Data.

13.5 Privacy by design and data protection impact assessment (DPIA):

- (a) We are required to implement Privacy by Design measures when Processing Personal Data by implementing appropriate technical and organisational measures (like Pseudonymisation) in an effective manner, to ensure compliance with data privacy principles.
- (b) You must assess what Privacy by Design measures can be implemented on all programs/systems/processes that Process Personal Data by taking into account the following:
 - the state of the art;
 - the cost of implementation;

- the nature, scope, context and purposes of Processing; and
 - the risks of varying likelihood and severity for rights and freedoms of Data Subjects posed by the Processing.
- (c) Data controllers must also conduct DPIAs in respect to high risk Processing.
- (d) You should conduct a DPIA (and discuss your findings with the DPO) when implementing major system or business change programs involving the Processing of Personal Data including:
- use of new technologies (programs, systems or processes), or changing technologies (programs, systems or processes);
 - Automated Processing including profiling and ADM;
 - large scale Processing of Sensitive Data; and
 - large scale, systematic monitoring of a publicly accessible area.
- (e) A DPIA must include:
- a description of the Processing, its purposes and the Data Controller's legitimate interests if appropriate;
 - an assessment of the necessity and proportionality of the Processing in relation to its purpose;
 - an assessment of the risk to individuals; and
 - the risk mitigation measures in place and demonstration of compliance.

You must comply with the Company's guidelines on DPIA and Privacy by Design.

13.6 Automated processing (including profiling) and automated decision-making:

- (a) Generally, ADM is prohibited when a decision has a legal or similar significant effect on an individual unless:
- a Data Subject has Explicitly Consented;
 - the Processing is authorised by law; or
 - the Processing is necessary for the performance of or entering into a contract.
- (b) If certain types of Sensitive Data are being processed, then grounds (b) or (c) will not be allowed but such Sensitive Data can be Processed where it is necessary (unless less intrusive

means can be used) for substantial public interest like fraud prevention.

- (c) If a decision is to be based solely on Automated Processing (including profiling), then Data Subjects must be informed when you first communicate with them of their right to object. This right must be explicitly brought to their attention and presented clearly and separately from other information. Further, suitable measures must be put in place to safeguard the Data Subject's rights and freedoms and legitimate interests.
- (d) We must also inform the Data Subject of the logic involved in the decision making or profiling, the significance and envisaged consequences and give the Data Subject the right to request human intervention, express their point of view or challenge the decision.
- (e) A DPIA must be carried out before any Automated Processing (including profiling) or ADM activities are undertaken.
- (f) Where you are involved in any data Processing activity that involves profiling or ADM, you must comply with the Company's guidelines on profiling or ADM.

13.7 Direct marketing:

- (a) We are subject to certain rules and privacy laws when marketing to our customers.
- (b) For example, a Data Subject's prior consent is required for electronic direct marketing (for example, by email, text or automated calls). The limited exception for existing customers known as "soft opt in" allows organisations to send marketing texts or emails if they have obtained contact details in the course of a sale to that person, they are marketing similar products or services, and they gave the person an opportunity to opt out of marketing when first collecting the details and in every subsequent message.
- (c) The right to object to direct marketing must be explicitly offered to the Data Subject in an intelligible manner so that it is clearly distinguishable from other information.
- (d) A Data Subject's objection to direct marketing must be promptly honoured. If a customer opts out at any time, their details should be suppressed as soon as possible. Suppression involves retaining just enough information to ensure that marketing preferences are respected in the future.

You must comply with the Company's guidelines on direct marketing to customers.

13.8 Sharing personal data:

- (a) Generally we are not allowed to share Personal Data with third parties unless certain safeguards and contractual arrangements have been put in place.
- (b) You may only share the Personal Data we hold with another employee, agent or representative of our group (which includes our subsidiaries and our ultimate holding company along with its subsidiaries) if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions.
- (c) You may only share the Personal Data we hold with third parties, such as our service providers if:
 - they have a need to know the information for the purposes of providing the contracted services;
 - sharing the Personal Data complies with the Privacy Notice provided to the Data Subject and, if required, the Data Subject's Consent has been obtained;
 - the third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place;
 - the transfer complies with any applicable cross border transfer restrictions; and
 - a fully executed written contract that contains GDPR approved third party clauses has been obtained.

You must comply with the Company's guidelines on sharing data with third parties.

14. CHANGES TO THIS DATA PROTECTION POLICY

- 14.1 We reserve the right to change this Data protection policy at any time without notice to you so please check back regularly to obtain the latest copy of this policy.
- 14.2 This Data protection policy does not override any applicable national data privacy laws and regulations in countries where the Company operates. Certain countries may have localised variances to this policy which are available upon request to the DPO.

Section 51 Data Retention Policy

Employment records: retention and erasure guidelines

1. ABOUT THESE GUIDELINES

- 1.1 These guidelines support our Data protection policy and adopt its definitions.
- 1.2 The guidelines are intended to ensure that we process personal data in the form of employment records in accordance with the personal data protection principles, in particular that:
 - (a) Personal data must be collected only for specified, explicit and legitimate purposes. It must not be further processed in any manner incompatible with those purposes.
 - (b) Personal data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed. When personal data is no longer needed for specified purposes, it is deleted or anonymised as provided by these guidelines.
 - (c) Personal data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate.
 - (d) Personal Data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed.
 - (e) Personal Data must be secured by appropriate technical and organisational measures against unauthorised or unlawful processing, and against accidental loss, destruction or damage.
- 1.3 The Data Protection Officer (DPO) is responsible for overseeing these guidelines. Any questions about the operation of the guidelines should be submitted to the DPO via the Chief Executive Officer.

2. LOCATION OF EMPLOYMENT RECORDS

Our HR department holds employment records and can be contacted with any enquiries relating to your personal data.

3. KEEPING INFORMATION UP TO DATE

- 3.1 We need to ensure that your personal details are up to date and accurate.

- 3.2 When you first start working for us we record your name, address, next of kin and contact telephone details. In the event that any of these change you should inform your line manager. You will be invited to review and update personal information on a regular basis.
- 3.3 These provisions are intended to complement the data subject rights referred to in the Data protection policy.

4. GENERAL PRINCIPLES ON RETENTION AND ERASURE

- 4.1 Our approach to retaining employment records is to ensure that it complies with the data protection principles referred to in these guidelines and, in particular, to ensure that:
 - (a) Employment records are regularly reviewed to ensure that they remain adequate, relevant and limited to what is necessary to facilitate you working for us.
 - (b) Employment records are kept secure and are protected against unauthorised or unlawful processing and against accidental loss, destruction or damage. Where appropriate, we use anonymisation to prevent identification of individuals.
 - (c) When records are destroyed, whether held as paper records or in electronic format, we will ensure that they are safely and permanently erased.

5. RETENTION AND ERASURE OF RECRUITMENT DOCUMENTS

- 5.1 We retain personal information following recruitment exercises to demonstrate, if required, that candidates have not been discriminated against on prohibited grounds and that recruitment exercises are conducted in a fair and transparent way.
- 5.2 Our candidate privacy notice advises candidates how long we expect to keep their personal information for, once a recruitment decision has been communicated to them. This is likely to be for six months from the communication of the outcome of the recruitment exercise which takes account of both the time limit to bring claims and for claims to be received by us.
- 5.3 Information relating to successful candidates will be transferred to their employment record with us. This will be limited to that information necessary for the working relationship and, where applicable, that required by law.

- 5.4 Following a recruitment exercise information, in both paper and electronic form, will be held by the HR department. Destruction of that information will take place in accordance with these guidelines.

6. RETENTION AND ERASURE OF EMPLOYMENT RECORDS

We have regard to recommended retention periods for particular employment records set out in legislation, referred to in the table below. However, it also has regard to legal risk and may keep records for up to seven years (and in some instances longer) after your employment or work with us has ended.

Type of employment record	Retention period
<p>Recruitment records</p> <p>These may include:</p> <p>Completed online application forms or CVs.</p> <p>Equal opportunities monitoring forms.</p> <p>Assessment exercises or tests.</p> <p>Notes from interviews and short-listing exercises.</p> <p>Pre-employment verification of details provided by the successful candidate. For example, checking qualifications and taking up references. (These may be transferred to a successful candidate's employment file.)</p> <p>Criminal records checks. (These may be transferred to a successful candidate's employment file if they are relevant to the ongoing relationship.)</p>	<p>Six months after notifying candidates of the outcome of the recruitment exercise.</p>
<p>Immigration checks</p>	<p>Three years after the termination of employment.</p>

Contracts	
<p>These may include:</p> <p>Written particulars of employment.</p> <p>Contracts of employment or other contracts.</p> <p>Documented changes to terms and conditions.</p>	<p>While employment continues and for seven years after the contract ends.</p>
Collective agreements	
<p>Collective workforce agreements and past agreements that could affect present employees.</p>	<p>Any copy of a relevant collective agreement retained on an employee's record will remain while employment continues and for seven years after employment ends.</p>
Payroll and wage records	
<p>Payroll and wage records</p> <p>Details on overtime.</p> <p>Bonuses.</p> <p>Expenses.</p> <p>Benefits in kind.</p>	<p>These must be kept for at least three years after the end of the tax year to which they relate. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.</p>
Current bank details	<p>Bank details will be deleted as soon after the end of employment as possible once final payments have been made</p>
PAYE records	<p>These must be kept for at least three years after the end of the tax year to which they relate. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.</p>

Payroll and wage records for companies	These must be kept for six years from the financial year-end in which payments were made. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.
Payroll and wage records for unincorporated businesses	These must be kept for five years after 31 January following the year of assessment. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.
Records in relation to hours worked and payments made to workers	These must be kept for three years beginning with the day on which the pay reference period immediately following that to which they relate ends. However, given their potential relevance to pay disputes they will be retained for seven years after the working relationship ends.
Travel and subsistence.	While employment continues and for seven years after employment ends.
Record of advances for season tickets and loans to employees	While employment continues and for seven years after employment ends.
Personnel records such as: Qualifications/references. Consents for the processing of special categories of personal data. Annual leave records. Annual assessment reports. Disciplinary procedures. Grievance procedures. Death benefit nomination and revocation forms. Resignation, termination and retirement	While employment continues and for seven years after employment ends

Records in connection with working time	
Working time opt-out	Three years from the date on which they were entered into.
Records to show compliance, including: Time sheets for opted-out workers. Health assessment records for night workers.	Three years after the relevant period.
Maternity records	
These include: Maternity payments. Dates of maternity leave. Period without maternity payment. Maternity certificates showing the expected week of confinement.	Four years after the end of the tax year in which the maternity pay period ends.
Accident records	
These are created regarding any reportable accident, death or injury in connection with work.	For at least four years from the date the report was made.

Section 52 Protection of Vulnerable Groups (PVG) Policy

1. INTRODUCTION

- 1.1 This policy is for Volunteer Scotland Disclosure Services enrolled organisations accessing Disclosure Records for the purpose of assessing individual's suitability for paid and/or unpaid work.
- 1.2 In accordance with the Scottish Government's Code of Practice, registered persons and other recipients of disclosure information, will ensure the adherence of this policy.
- 1.3 For the purpose of this policy, PVG Scheme Records, PVG Scheme Record Updates, Standard and Enhanced disclosures will be referred to as Disclosure Records.

2. RESPONSIBILITIES

The Little Monkeys Board of Trustees has overall responsibility for the effective operation of this policy for ensuring compliance with the relevant statutory scheme. Day to day operational responsibility, including regular review of the policy, has been delegated to the Chief Executive. Managers have a specific responsibility to ensure that this policy is adhered to.

3. REGULATED WORK

- 3.1 If an individual is carrying out regulated work, it will be a condition of their engagement that they are not barred from working with protected adults under either the Protection of Vulnerable Groups (Scotland) Act 2007 or the Protection of Vulnerable Groups (Scotland) Act 2007 (Prescribed Services) (Protected Adults) Regulations 2010.
- 3.2 Should an individual become barred from working with protected adults at any time, the charity reserves the right to terminate their engagement without notice.

4. SECURE HANDLING, USE, STORAGE AND RETENTION OF DISCLOSURE INFORMATION

- 4.1 Disclosure records will only be requested when necessary and relevant to a particular post and the information provided on a disclosure record will only be used for recruitment purposes.
- 4.2 The charity will ensure that an individual's consent is given before seeking a disclosure record and will seek their consent before using disclosure information for any purpose other than recruitment.
- 4.3 Furthermore, the charity will ensure that all sensitive personal information that is collated for the purposes of obtaining a record will be

managed confidentially at all times by those involved in the Disclosure process.

- 4.4 Disclosure information will only be shared with those authorised to see it in the course of their duties.
- 4.5 The areas in which the charity may carry out disclosure checks, where required, include the following:

Department/Area	Level of Disclosure Record
Administrative/Finance	Basic Disclosure
Board Members/Trustees	PVG (adults)
Chief Executive Officer	PVG (adults)
Directors	PVG (adults)
Drivers	PVG (adults)
Engagement Support Officer	PVG (adults)
Fundraising	PVG (adults and children depending on role)
Operations Manager	PVG (adults)
Outreach Support Drivers	PVG (adults)
Marketing	PVG (adults)
Specialist Health & Work	PVG (adults)
Volunteers	PVG (adults)
Volunteer Outreach Support Drivers	PVG (adults)
Wellbeing Support	PVG (adults)

- 4.6 Disclosure information will be stored, by Little Monkeys, on SharePoint with locked access, and we will not retain such information for longer than it is relevant to do so. Only those authorised to see this information in the course of their duties will have access. Recipients of disclosure information may, however, be kept to keep a record of the following:
 - (a) Date of issue of disclosure record.
 - (b) Name of subject.
 - (c) Disclosure type.

- (d) Position for which the disclosure was requested.
- (e) Unique reference number of disclosure.
- (f) Recruitment decision taken.

4.7 The charity will ensure that all staff with access to disclosure information are aware of this policy and have received relevant training and support. We will undertake to make a copy of this policy available to any applicant who applies for a post with Little Monkeys that requires a Disclosure.

5. MAKING A REFERRAL

5.1 The PVG Scheme requires organisations to make referrals to the Protection Unit at Disclosure Scotland in certain circumstances. If the charity permanently removes someone from regulated work the reason(s) that they were removed mean that Disclosure Scotland require notification of what's happened. This is called "Making a Referral" and includes circumstances where the organisation has removed an individual if, for any reason, they have already left the role.

5.2 Disclosure Scotland will then use this information to help them decide if someone remains suitable to continue to do regulated work (with children/adults/both) or if they should be removed from regulated work.

5.3 The charity should only make a referral when 2 conditions have been met:

- (a) **Condition 1:** A person has been permanently removed/removed themselves from regulated work
- (b) **Condition 2:** At least 1 of the following 5 grounds apply to their permanent removal:
 - Caused harm.
 - Placed someone at risk of harm.
 - Engaged in inappropriate conduct involving pornography.
 - Engaged in inappropriate sexual conduct.
 - Given inappropriate medical treatment.

5.4 When both of these conditions have been met, Disclosure Scotland **must** know by making a referral. The form for making a referral can be found [here](#), along with instructions for completing the form.

5.5 **Making a referral is not optional. It is a legal requirement to report circumstances where both conditions are met. This should be**

done within 3 months of making a decision to remove an individual from regulated work.

- 5.6 Where there is a historical allegation of harm or inappropriate behaviour about an individual who is no longer in regulated work with Little Monkeys but which the charity believe would, in all probability, have led to the 2 conditions being met, consideration should be made as to whether a referral is required. The legal responsibility applies only after 28 February 2011 when PVG was first introduced.
- 5.7 Where it is necessary to make a referral, this process will be carried out by Marie Crombie, Chief Executive Officer. In their absence, the employee referral process will be carried out by Leon Fisher, Operations Manager.
- 5.8 Those who are in a position which may involve carrying out disciplinary action which may result in the removal from regulated work or dismissal of someone in regulated work must ensure they notify Marie Crombie, Chief Executive Officer or, in their absence, Leon Fisher, Operations Manager of the legal requirement to make a referral where the conditions above have been met.
- 5.9 Failure to make a referral where required, may result in Little Monkeys being prosecuted. It is therefore essential that those involved in carrying out disciplinary action notify Marie Crombie, Chief Executive Officer or Leon Fisher, Operations Manager when both conditions for making a referral have been met.

6. MORE INFORMATION

- 6.1 A disclosure record ensures that those who either have regular contact with 'vulnerable groups' through the workplace, or who are otherwise in regulated work, do not have a history of abusive behaviour. This policy is underpinned by the importance of the protection of the people we support and the reputation of the organisation.
- 6.2 For further information or guidance on disclosure records please contact the Senior Management Team.