

EMPLOYEE HANDBOOK



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Version 1

EMPLOYEE HANDBOOK UPDATES

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1. KEY STATUTORY ENTITLEMENTS

The Employee Handbook will refer to several statutory entitlements. Below are the current values which are correct as at **6th April 2020**:

Please note that an employee's entitlement to statutory payments is not automatic and is subject to the relevant criteria as set by government.

Entitlement	Full Description	Value	Maximum Duration / Entitlement
SSP	Statutory Sick Pay	£95.85 per week	28 Weeks
SMP	Statutory Maternity Pay	First 6 weeks – 90% of average weekly earnings. The remaining 33 weeks - £151.20 a week or 90% of average weekly earnings (whichever is lower)	39 Weeks
SAP	Statutory Adoption Pay	£151.20 per week or 90% of average weekly earnings (whichever is lower)	39 Weeks
SPP	Statutory Paternity Pay	£151.20 per week or 90% of average weekly earnings (whichever is lower)	2 Weeks (consecutive)
SHPP	Statutory Shared Parental Pay	£151.20 per week or 90% of your average weekly earnings, whichever is lower.	39 Weeks
SPBP	Statutory Parental Bereavement Pay	£151.20 per week, or 90% of average weekly earnings where this is lower.	2 Weeks (must have 26 weeks continuous service)
Guarantee Pay	Lay Off and Short Time Working	£29.00 for 5 days in a 3 month period so maximum of £145.00 or your daily earnings (whichever is lower)	5 Days
SRP	Statutory Redundancy Pay	Employees weekly earnings but capped at £538 per week	30 Weeks but depends on age and service
Annual Leave	Statutory Leave Entitlement or Annual Leave	Refer to the employees' contract of employment	5.6 Weeks (which equates to 28 days per year for a 5 day worker) can include Bank Holidays

National Minimum Wage & National Living Wage

Age of Employee	1 st April 2018	1 st April 2019	1 st April 2020
25 and Over – National Living Wage	£7.83 per hour	£8.21 per hour	£8.72 per hour
21 to 24	£7.38 per hour	£7.70 per hour	£8.20 per hour
18 to 20	£5.90 per hour	£6.15 per hour	£6.45 per hour
Under 18 (but above compulsory school leaving age)	£4.20 per hour	£4.35 per hour	£4.55 per hour
Apprentice*	£3.70 per hour	£3.90 per hour	£4.15 per hour

* This rate is for apprentices under 19 years of age or those in the first year of level 2 or 3 apprenticeships. All other apprentices are entitled to the National Minimum Wage for their age

2. EMPLOYEE HANDBOOK INTRODUCTION

The success of any business depends largely on the people employed within it.

We would like to welcome you to Datalaw Ltd (The Company) and hope that you will be happy here as part of our team.

This Employee Handbook is not a contractual document therefore you are advised to refer to your Main Statement of Terms and Conditions of Employment for items of a contractual nature.

We ask that you study carefully the contents of this Employee Handbook as it has been created for your guidance and, in addition to setting out our policies, procedures and rules, it also contains information that you will find helpful and interesting. Overall, it is designed to provide an efficient and pleasant working environment.

If you are new to working at the Company the Employee Handbook will give you an early insight into the way we do things, provide some indication as to where to go or who to ask for help and outline our custom and practice on a range of different issues which you may encounter whilst working here. If you have been here for some time, the Handbook should simply clarify our rules, policies and procedures which you will have already become accustomed to.

The Employee Handbook is a continuously evolving document which will be updated on a regular basis to take account of changes within The Company and also to ensure that we comply with current employment legislation and our legal obligations as your employer. If you are notified of any updates to the Employee Handbook you are encouraged and indeed obligated to familiarise yourself with the changes within a timely manner and raise any queries with your Manager.

An up to date version of the Employee Handbook will be available to read at any time on the Company's premises.

Please do not hesitate to contact your Manager if you are unclear about the Employee Handbook or any other aspect of your with employment with the Company.

3. COMPANY INFORMATION

Business Name: Datalaw Ltd

Trading Address(s): Hubsquared,
Baltic Triangle
Bridgewater Street
Liverpool
England
L1 0AR

Company Registered Number: 03502562

Telephone Number: 0151 236 2024

E-Mail Address: info@datalaw.org

Website: <https://www.datalawonline.co.uk/>



Twitter Name



Facebook Info

The dedicated telephone number to call in the event of absence from work is:

Xxxx xxx xxxx

Company Background

We are a company absolutely determined to bring the most flexible and price sensitive services to other solicitors. Our company was started by two solicitors who were tired of paying large amounts for training. We were desperate to find an alternative to the old-fashioned expensive training model. Once broadband became more reliable, we saw an opportunity to bring low-cost quality CPD training delivered over the internet. We wanted to bring legal training straight to the user's computer or mobile phone, so they could watch them whenever and wherever they were.

4. COMMENCEMENT OF YOUR EMPLOYMENT

4.1 Contract of Employment

Either before or upon commencing your first day, you will be issued with a Written Statement of Terms and Conditions of Employment, more commonly referred to as a “contract of employment”.

This document contains details about your individual terms and conditions of employment such as your start date, pay and benefits, hours and place of work, job title and any restrictions that apply to your employment.

As your employment progresses, these terms and conditions of employment may change. For example, you may undertake a different role or change your hours of work, and as these changes affect your Written Statement of Terms and Conditions of Employment, you will be issued with an Amendment to Contract letter within one month of the change. If the change is significant, it may warrant a full re-issue of your Written Statement of Terms and Conditions of Employment.

The issuing of all documentation of this nature will be receipted.

You are expected to read your Written Statement of Terms and Conditions of Employment and any Amendment to Contract documents fully and sign them as confirmation that you accept the terms and conditions contained within them. Once signed, the documents must be returned to your Manager when they will be placed on your personal file.

If you have any queries or concerns regarding any of these documents, you are required to discuss this with your Manager within 4 weeks of the date of issue.

To be clear, in the event that you do not raise any issues and do not return a signed copy of either your Written Statement of Terms and Conditions of Employment or Amendment to Contract document within 4 weeks of the date of issue then it will be automatically assumed that you have accepted the terms and conditions contained within them.

4.2 Induction

When you commence employment, you will be inducted. Your induction aims to support you by providing you with valuable information about the Company and your role. It will include an introduction to your fellow employees, a tour of the workplace highlighting safety aspects and the facilities available to you and an overview of our Company policies and procedures. You will also be given sufficient time to read the Employee Handbook and raise any questions you have in relation to the information contained within it.

4.3 Changes to Personal Data

It is important that all information held by the Company is kept up to date. It is your responsibility to inform the Company in writing as soon as possible, should any of the following change:

- Name
- Address
- Contact Details (Telephone, E-Mail etc)
- Emergency Contact Details/ Next of Kin Contact Details
- Bank Details

From time to time you may be required to verify the personal data held by the Company. You should comply with any such request and ensure that the information you provide is accurate.

4.4 Inaccurate Information

At commencement and at any stage during your employment, if you provide misleading or inaccurate information to the Company, it reserves the right to instigate the disciplinary procedure. If deliberate and sufficiently serious, this may be viewed as gross misconduct for which you may be summarily dismissed.

4.5 Probationary Period

The first 6 months of your employment will be a probationary period and confirmation of your appointment will be dependent upon the satisfactory completion of this period. During this period, your performance and conduct will be assessed at regular intervals and if either are found to be unsatisfactory or for any other genuine business reason, the Company may, at any time, extend the probationary period up to the same length of time or terminate your employment giving you the required notice and the disciplinary or capability procedures need not be applied.

4.6 Employment Eligibility Checks

In line with immigration laws, before you commence employment, all employees are required to provide The Company with relevant documentation which confirms your eligibility to work in the UK.

Under normal circumstances you will not be permitted to commence employment until the relevant documents have been provided and we are satisfied that they meet the current immigration criteria laid down by the government.

You will be advised of the documents required and every assistance will be given to support you in obtaining these documents. However, failure to provide the relevant documentation within a reasonable period of time will result in your offer of employment being withdrawn.

4.7 Employment Medical

If your offer of employment is conditional upon a satisfactory employment medical, the Company commits that any such medical, including the completion of a health questionnaire, will be undertaken after an offer of employment has been made.

The Company is an equal opportunities employer and understands its obligations in relation to disability, therefore the overriding objective when applying this condition to an offer of employment is to ensure the health & safety of our employees and to fulfil our duty of care.

4.8 Disclosure & Barring Service (DBS) Checks

If your offer of employment is conditional upon a satisfactory Disclosure & Barring Service (DBS) check, including an Enhanced check, then your consent will be obtained beforehand, and you will be required to provide a number of supporting documents.

It may be that the Company will require receipt of a satisfactory DBS check before you are able to commence employment or, depending upon the industry, it may be the case that you are able to commence employment but must work under strict supervision whilst the DBS check is carried out.

Further DBS checks may be requested at regular intervals throughout your employment as the Company deems appropriate and you are expected to co-operate with any such requests.

Please note that failure to provide your consent or the receipt of a DBS check which shows details of offences which are inconsistent with continued employment may result in your employment being terminated.

The Company acknowledges its obligations under the Rehabilitation of Offenders Act 1974.

Storing the Information:

The Company commits to ensuring that DBS disclosure information is not kept on personal files but kept in a non-portable, separate file which is securely locked at all times.

Access to this information is strictly limited to those who are authorised to do so in accordance with their duties.

Disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.

Once a recruitment (or other relevant) decision has been made, we will not keep disclosure information for any longer than is necessary which is generally for a period of up to 6 months to allow for the consideration and resolution of any complaints. In exceptional circumstances, the Company may decide to keep this information for a longer period of time, however full consideration will be given to DBS, data protection issues and the human rights of the individual concerned.

When the retention period has elapsed, we will ensure that all disclosure information is immediately destroyed by secure means such as shredding. The Company will not keep any photocopy or any other image or record of the disclosure information.

4.9 Disclosure of Criminal Activity During Employment

During your employment you are required to ***immediately*** report any convictions, cautions, reprimands or offences which are pending or with which you are charged, including traffic offences that may affect your ability to carry out your job role.

Please report any convictions, cautions or offences (including traffic offences) with which you are charged to your Manager.

All information of this nature will be dealt with confidentially and sensitively, however, if the conviction, charge or caution is deemed to be inconsistent with future employment, your employment may be terminated. Equally so, failure to report any such conviction, charge or caution may result in disciplinary action including dismissal.

4.10 Obtaining Employment References

If your offer of employment is subject to satisfactory employment references, you will be asked to provide your written permission to contact elected referees.

These referees may be contacted before offer of employment or during your probationary period.

Failure to provide referees when requested or our receipt of an unsatisfactory reference (including information of a negative or adverse nature or information which is inconsistent with your application) will lead to an investigation into the circumstances and may result in your employment being terminated.

4.11 Dress Code

It is recognised that all employees act as representatives of the Company and are expected to present themselves and be dressed accordingly. The way in which you dress and present yourself plays an important part in the image that we portray to our customers, suppliers and to the general public and for this reason, you are asked to be aware of the presentation of yourself and to adhere to our dress code at all times when representing the Company.

If you are provided with work wear or a uniform, you are required to wear this in a clean, tidy and hygienic state at all times during your working hours.

Alternatively, you are expected to dress in a manner appropriate to your working environment and to the type of work being performed. You are required to use your own judgement, in conjunction with advice from your Manager, regarding your work attire and your schedule of activities should determine what you chose to wear to work. Your dress code and general appearance should be clean, tidy, smart and professional at all times.

5. GENERAL EMPLOYMENT RULES & INFORMATION

5.1 Notices

Notices, whether placed on noticeboards, sent by e-mail, memo or other mode of communication, act as a vital part of the communication process.

As such, you are expected to read any such notices to ensure that you are kept up to date with information relating to the Company and items affecting you.

You must not distribute or display literature of any kind on the premises without the expressed permission of your Manager.

5.2 Confidentiality

You shall neither during your Employment (except in the proper performance of your duties or with the express written consent of the Company) nor at any time after the termination of Employment (except in compliance with your legal obligations or an order of court);

- i) divulge or communicate to any person, Company, business entity or other organization, and/or;
- ii) use for your own purposes or for any purposes other than those of the Company, and/or;
- iii) through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of:

Company confidential information concerning other workers, employees, customers, suppliers, the Company's business, expansion plans, business strategy, marketing plans, financial information, results, forecasts, products, production or service methods, processes, trade secrets, know how, inventions, processes, designs, techniques, research, dealings, transactions, economics and finances, trade secrets or other matters which have come to your knowledge during your employment with the Company which you are told is confidential. If you are in doubt about whether the information is confidential you should discuss it with your Manager.

The obligations contained in this clause shall apply to the information, reports, research, lists and secrets unless and until such information, reports, research, lists and secrets shall have come into the public domain otherwise than as a result of direct or indirect disclosure by you in breach of the terms of this clause.

You must not publish any literature, deliver any lecture or make any communication to the media (including the press, radio, television or the internet) relating to the Employer's business or to any matters to which the Employer may be concerned without the prior written authority of the Employer's managing director.

5.3 Employment Restrictions

The restrictions that apply to all employees are as follows:

During the period of your employment you shall devote your full time, attention and abilities to the business of the Company and shall at all times use your best endeavors to positively promote the welfare and interests of the Company.

You may not, under any circumstances, whether directly or indirectly, undertake any other duties or use the Company's equipment for non-business related matters during your hours of work for the Company and without the express permission of a Director.

There may be other restrictions that apply specifically to your role and these will be contained within your Written Statement of Terms and Conditions of Employment.

5.4 Outside Interests

During the period of your employment, you shall not without the prior consent of the Company be directly or indirectly engaged or concerned with any profession, trade or business other than that of the Company without the Company's written consent.

Permission will not be withheld unless the other employment or activity has, or could be, anticipated to have an adverse effect on the Company, its suppliers, its customers, your ability to carry out your work or if it would create direct or indirect competition, a conflict of interest in relation to your responsibilities to the Company or if it would contravene the Company's obligations under the Working Time Directive 1998.

To be clear, failure to disclose and seek authorisation from the Company will be viewed as serious and if sufficiently serious may result in dismissal.

5.5 Working From Home

We promote flexible working for all staff and will agree to an employee working partly or wholly from home where appropriate.

Individual requests for homeworking will depend on whether or not your work can be done from home effectively. We cannot agree to all requests because every job is different, and every employee is different.

If making a request to work from home, you should consider whether or not you have the necessary organisational and time-management skills; the ability to work without direct supervision; and are able to cope with the potentially conflicting demands of work and family.

This policy outlines the working arrangements that will apply when a request to work from home has been approved.

Pay

Employees who work from home will be paid a fixed monthly salary for a defined number of hours of work, with provision for overtime only by agreement.

Hours of work

Homeworkers are not generally subject to fixed hours and are free to perform the agreed number of hours at times that suit them. There are, however, core hours during which homeworkers must be available. These core hours are 10am to 11.30am and 1.30pm to 4pm.

We will normally expect a homeworker to contact their supervisor twice a week.

Homeworkers must ensure they take adequate rest breaks, as set out by the Working Time Regulations 1998:

- take a break of at least 20 minutes;
- ensure the time period between stopping work one day and beginning the next is not less than 11 hours; and
- have at least one complete day each week when no work is done.

Visits to the employer's premises

Homeworkers are required, on request, to attend the workplace for purposes such as training, performance assessment and team briefings. This will typically not be more frequent than one day per month and the dates and times of such visits will be agreed in advance. The employee will be paid for time spent at the workplace.

Visits to the employee's home

We reserve the right to visit your home at agreed times for work-related purposes, including health and safety matters. It is a condition of any homeworking agreement that you agree to such visits, which will be for the purposes of:

- delivering and collecting work;
- performance monitoring and feedback;
- general discussions about work-related matters;
- ensuring health, safety and security; and/or
- any other work-related purposes that we consider appropriate.

Equipment and materials

It is our policy that we will provide and maintain all equipment and materials necessary for you to work from home. It is your duty to ensure that proper care is taken of such equipment and materials.

Specifically, we will provide:

- a laptop;
- a printer and/or scanner;
- a mobile telephone; and
-

On termination of your employment for any reason, we will have the right to visit your home at an agreed time and retrieve any equipment, furniture, materials and documents belonging to us.

Telephone and internet accounts

You will pay the costs for all telephone and internet connections in your home.

However, we will reimburse you for any additional telephone and internet premiums due to an increase in data or telephone usage needed for work, upon submission of the appropriate documentation.

We will pay all charges on any mobile phone provided by us, with the proviso that it must be used only for work-related purposes.

Stationery and postage

You should obtain receipts for any stationery purchased and any items posted in the course of your work and reclaim such costs once a month using our expenses claim procedure.

Security

You must not allow members of your family or third parties to access or use our equipment.

Employees who work from home are responsible for keeping all documents and information associated with our business secure at all times. Specifically, homeworkers are under a duty to:

- keep filing cabinets and drawers locked when they are not being used;
- keep all documentation under lock and key at all times except when in use; and
- use a unique password for the computer and any other digital devices.

Further, the computer and other equipment provided by us must be used for work-related purposes only and must not be used by any other member of the family or third party at any time or for any purpose.

Health and safety issues

We are legally obliged to ensure the health and safety of homeworkers in the same way as office-based staff. We are therefore required to ensure that:

- all equipment is safe;
- all articles and substances are handled and stored safely;
- an assessment of your workstation is conducted;
- information and training on the safe use of equipment, including display screen equipment, is provided; and
- relevant risk assessments are carried out.

All employees who work from home have a duty to ensure, insofar as is reasonably practicable, that they work in a safe manner and that they follow all health and safety instructions issued by us from time to time.

Insurance

The homeworker is responsible for checking that all home and contents insurance policies provide adequate cover for the fact that they work from home. We will cover any extra premium incurred upon submission of the appropriate documentation.

Mortgage or rental agreements

You are responsible for checking applicable mortgage or rental agreements to ensure you are permitted to work from home, and for obtaining any permissions necessary to work from home.

Requests to work from home

Any employee who wishes to work from home should make the request under the organisation's flexible working procedure.

We will arrange a meeting to discuss the feasibility of any request to work from home. It is our policy to view such requests in a positive light and we will, whenever it is possible and practicable, agree to the request.

5.6 Recording Time at Work

During your induction you will be advised of the time recording facility in place which records and calculates your hours of work, and subsequently your pay.

You are required at all times to adhere to the time recording system in place to ensure an accurate recording of your time at work.

Under no circumstances must you use the time recording facility on behalf of others or ask anyone to use the facility on your behalf.

Any abuse of the time recording system, including the falsification of records, will instigate the disciplinary procedure and in serious cases, may be deemed as gross misconduct for which you may be summarily dismissed.

5.7 Hours of Work

Details of your normal hours, including start and finish times, are stated in your Written Statement of Terms and Conditions of Employment.

You are expected to be ready to work at your start time.

The Company requires you to have a flexible attitude towards your employment and may require you to temporarily alter your start/finish times or work additional hours in line with business needs. Where this is the case the Company will make every effort to give you reasonable notice.

5.8 The Working Time Regulations 1998

The Company accepts its obligations under the Working Time Regulations 1998, in particular, that it provides all of its adult workers (aged 18 and over) with the following rights:

- provides for a minimum rest break of 20 minutes in the course of any working day that exceeds six hours;
- provides for a minimum daily rest period of at least 11 consecutive hours in each 24-hour period during which you work for the employer and
- provides for an uninterrupted rest period of either; at least 24 hours in every 7 days or 48 hours in every 14 days.
- The opportunity of a free health assessment for night workers.

Contained within your Written Statement of Terms and Conditions of Employment, is an opt out of the maximum 48 hour working week. If you wish to opt into the maximum 48 hour working week you are required to confirm this providing 3 months written notice to the Company.

5.9 Pay

Details of your pay, including the method, frequency and eligibility for overtime, will be stated in your Written Statement of Terms and Conditions of Employment.

5.10 Itemised Pay Information

For each payment of wages you will receive an itemised payslip which states your basic wage and any additional payments or deductions made for that pay period. Deductions for PAYE and National Insurance Contributions are also included, as is the net amount to be paid.

All Employees will receive a statement of earnings (P60) every year. In addition, those employees who receive taxable benefits from the Company, such as Company Car etc, will receive a P11D. These documents must be retained by you as they may be required by various government bodies.

5.11 Pay Queries

In the event that you have a query regarding your wages, please contact your Manager in the first instance. Should you be overpaid for whatever reason, you must inform your Manager as soon as the overpayment is identified.

Normally, the total amount of the overpayment will be deducted from your next wage payment; however, if this causes hardship, arrangements may be made with the Company's agreement for the repayment to be made over a longer period of time.

Failure to report an overpayment in a timely manner may result in the disciplinary procedure being instigated. If sufficiently serious, this may be deemed as gross misconduct for which you may be summarily dismissed.

5.12 Deductions from Pay

If you are absent from work, you are late or leave work early then you will normally have the appropriate deduction made to your pay. Alternatively, your Manager may, at their discretion, allow you to work the time back within the same week.

In accepting your Written Statement of Terms and Conditions of Employment, you agree to repay to the Company, either by lawful deduction from pay or any other method acceptable to the Company:

- any losses sustained in relation to the property or monies of the Company, client, customer, visitor or other employee of the Company, during the course of your employment caused through your carelessness, negligence, recklessness or through your breach of the Company's rules or any dishonesty on your part;
- any damages, expenses or any other monies paid or payable by the Company to any third party for any act or omission for which the Company may be deemed vicariously liable on your behalf;
- any amounts of remuneration, expenses or any other payments (statutory, discretionary, etc.) which are overpaid to you whether made by mistake or through any misrepresentation or otherwise;
- (on termination of employment) any annual leave pay paid to you in respect of annual leave granted in excess of your accrued entitlement;
- (on termination of employment) any pay in respect of a failure to provide the Company with your contractual notice period. This pay will be limited to the amount of notice which you have failed to serve; and
- any other sums owed to the Company by you, including, but not limited to, outstanding loans or advances, or relocation expenses.

5.13 Annual Leave

5.13.1 General

Please refer to your individual Statement of Terms and Conditions of Employment for confirmation of your annual leave entitlement and pay.

The holiday year runs from 1st January to 31st December.

Your annual leave entitlement and payment calculation method will either be;

- a) based on fixed hours of work and fixed pay (usually the case if you are salaried)
OR
- b) based on variable hours and pay (usually the case if you work regular overtime or earn contractual bonuses or commissions). If this is the case you will be paid on an "average pay" annual leave calculation, which will generally be calculated over a 52 week period prior to the commencement of the annual leave, or less if service is less than 52 weeks.

In some circumstances your annual leave entitlement may be calculated to an "hours" value.

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If your annual leave entitlement includes bank holidays, these are to be taken as part of your annual leave entitlement as they fall on the following days: New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, and Boxing Day.

You may be required to work on one of the above recognised bank holidays in line with business demands and, in these circumstances, you will be given a day's annual leave in lieu.

The Company will close for the Christmas period and you may be given these days as extra at the discretion of the Company. If you are required to save any days to cover the Christmas period these will be confirmed at the start of each holiday year but will be no more than 3 days.

All remaining annual leave can be taken at times of your choice, subject to the normal annual leave booking rules detailed below.

You are strongly advised not to make holiday arrangements until your annual leave request has been authorised by your Director. If you take an unauthorised annual leave, it will be dealt with under the Company's disciplinary policy.

It is Company policy not to pay in lieu of annual leave or allow employees to carry annual leave forward from one holiday year to another; therefore, any annual leave remaining at the end of the holiday year will be lost. In exceptional circumstances a limited number of annual leave days may be paid or carried forward at the discretion of the Company.

If you work part time hours you will receive the pro rata equivalent of the full annual leave entitlement per full holiday year.

If you leave employment with an accrued annual leave entitlement you will be paid a sum representing pay in lieu of such accrued annual leave entitlement. If you leave employment having exceeded your annual leave entitlement for the current holiday year, then the sum equivalent to pay for the additional annual leave taken will be deducted from any final pay owed to you.

15.13.2 Annual Leave Booking and Cancellation Rules

- You are required to submit annual leave requests to the Office Manager, using the absence request form, as soon as possible, giving a minimum of, twice as many days as the number of days requested notice prior to the requested annual leave start date. For example, a request for a fortnight's holiday should be submitted no later than four weeks before the first day's leave.
- Annual leave dates will normally be allocated on a "first come – first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- You may not normally take more than 2 working weeks consecutively.
- Annual leave must also be cancelled providing your Manager with as much notice as possible.

- The Company will do its best to ensure that you are able to take and cancel the annual leave that you have requested; however, you should note that the Company cannot allow annual leave to interfere in any way with the smooth running of the business. You will appreciate that there are times of the year when the Company is at its busiest and unable to consider employee annual leave, equally so there may be times when last minute cancellations cannot be accommodated because cover arrangements have already been made.

5.13.3 Annual Leave & Sickness

The following policies have been created in good faith and any intentional abuse of them will result in the disciplinary procedure being instigated and may result in your dismissal.

Becoming Sick Whilst on Annual Leave

In the event that you fall sick or are injured whilst on annual leave, the Company may allow you to take sick leave (for the appropriate days only) and take replacement annual leave at a later time. This policy is subject to the following strict conditions:

- The total period of incapacity must be fully certificated by a qualified medical practitioner (where it exceeds seven days).
- You must contact the Company (by telephone) as soon as you know that there will be a period of incapacity during a period of annual leave.
- You must submit a written request no later than 10 days after returning to work setting out how much of the annual leave period was affected by sickness and the amount of leave that you wish to take at another time.
- Where you are overseas when you fall ill or are injured, evidence must still be produced that you were ill by way of either a medical certificate or proof of a claim on an insurance policy for medical treatment received at the overseas location.

Where you fulfil all of the above conditions, the Company may grant you the same number of days' replacement annual leave as the number of days lost due to sickness or injury.

If you are ill or injured before the start of a period of planned annual leave, the Company will agree to you postponing the annual leave dates to another mutually agreed time providing that the usual annual leave cancellation procedure is followed accompanied by medical evidence that you are unfit, or are still likely to be unfit, to take the annual leave.

Any period of sickness absence will then be treated in accordance with the Company's normal policy on sickness absence.

Long Term Sickness and Annual Leave

Whilst on long term sickness you will still continue to accrue your statutory annual leave entitlement. Contractual annual leave entitlement over and above the statutory minimum will not accrue during any period of sick leave once you have been continuously absent for a period 4 weeks.

You are entitled to take your annual leave during sick leave but must follow Company procedure for booking annual leave. To be clear, for annual leave authorised during sick leave you will be paid annual leave pay and not sickness payments. If the Company are unable to accommodate your request to take your annual leave during sick leave, then you will be entitled to carry over this entitlement on your return to work. Any such requests to carry forward annual leave from one year to the next must be submitted in writing and relate to the current holiday year only.

If you are absent from work due to long term sickness that prevents you from taking booked annual leave, you are required to cancel these days in advance. It will be assumed that the cancelled days will be reallocated to the current holiday year unless you specifically request that they be carried forward into the next holiday year.

5.14 Pension

If eligible, the Company will auto-enrol you into their chosen pension scheme, in accordance with its pension auto-enrolment obligations.

Full details of the scheme will be given to you when you are enrolled, including the minimum level of contributions that you will be required to make during your membership and you're right to opt out if you do not want to be a member of the scheme.

While participating in the scheme, you agree to pension contributions being deducted from your salary.

Membership of the scheme is subject to its rules as may be amended from time to time, and the Company may replace the scheme with another pension scheme at any time.

If you cease to be a member of the scheme for any reason, the Company will re-enrol you automatically into our chosen pension scheme as and when required by law.

Further details about the scheme can be obtained from your Manager. A pension scheme contracting-out certificate is not in force in respect of your employment.

5.15 Claiming Expenses

The Company will reimburse you for all expenses wholly, properly and necessarily incurred by you in the performance of your duties, upon production of all relevant receipts.

5.16 Company Vehicle/Allowance

If you are entitled to a Company Vehicle or an equivalent Allowance, then this will be detailed within your Terms and Conditions of Employment.

If entitled, upon termination of employment your entitlement to this benefit will cease.

The benefit is deemed to be a benefit in kind which is taxable – please speak to your Manager if you have any queries regarding the impact of this.

Whilst driving on Company business you are expected to adhere to the Driving on Company Business Policy which is detailed separately.

5.17 Safeguarding Company Property/Equipment

You may be issued with Company property/equipment in order to carry out your role.

To be clear, this remains the property of the Company throughout the duration of your employment. It should be kept in a good and safe state of repair and any issues should be reported to your Manager. You are required to return any property/equipment upon request.

On occasion, you may be required to use this property or equipment for business reasons outside of the Company premises. In such circumstances, you are personally responsible for the safekeeping of the property/equipment.

It is strictly prohibited to leave any property/equipment unattended unless it is deemed to be secure; including not leaving items in vehicles at any time.

If property/equipment is lost or stolen whilst off site and in your care then you are required to report this immediately to your Manager. In cases of gross carelessness or negligence the Company reserves the right to make a lawful deduction from earnings and/or instigate disciplinary proceedings.

5.18 Bereavement Leave

The Company understands that you may need time off work following the bereavement of a close relative to allow you to mourn, support other family members, to make funeral arrangements and to attend the funeral. For these purposes you may be granted unpaid leave at the discretion of your Manager.

However, the company observes your statutory rights in relation to **parental bereavement leave**. Parental bereavement leave is available for working parents who suffer the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy, irrespective of how long you have worked for the company. The statutory right extends to cover individuals with caring responsibility for a child who has died.

If you qualify under statutory provisions, you may be entitled to up to two consecutive weeks of parental bereavement leave.

However, to qualify for parental bereavement **pay** you must have at least 26 weeks' continuous service (ending with the week before the week in which the death took place). Parental bereavement pay will be paid at the standard weekly rate set by the Government.

5.19 Non-emergency Medical Appointments

Non-emergency appointments for visiting doctor, hospital, dental, optician, physiotherapy etc. should be made outside normal working hours wherever possible.

The Company appreciates that this is not always possible and in these cases, prior permission must be obtained from your Manager who will consider each individual case to allow you to leave work to attend these appointments these will be recorded as "authorised unpaid leave". Alternatively, and only if the business can accommodate it, you may be permitted to work the time back subject to your Managers approval.

It is expected that you will make every effort to arrange your appointment at a time when there is least disruption to the business e.g. early in the morning, during your lunch break or at the end of the day and you must provide written proof of your appointment such as a letter or an appointment card.

In the event that you have an underlying medical condition that requires a number of medical appointments or hospital visits, you are encouraged to openly discuss the situation with your Manager at the earliest possible opportunity. Together you are required to develop a plan of action to allow you to attend these appointments with the least amount of disruption to the business as possible.

5.20 Public Duties and Jury Service

You may be entitled to take reasonable unpaid time off work to carry out certain public duties. For further details please contact your Manager.

If you are summoned to undertake jury service, you must inform your Manager as soon as possible to review the request and make appropriate arrangements. If you are not required at court during any period of your jury service, you must attend work whenever it is reasonably practicable. During any period of jury service, you will not be paid by the Company; however, you will be able to claim expenses and loss of earnings through the usual procedures with the court.

Any time off for public duties or jury service will only be granted on the production of documentation to verify the need for and the period of absence.

5.21 Adverse Weather

Where there are adverse weather conditions, cancellation of public transport etc. the Company expects you to make all reasonable efforts to attend work. If absence is necessary for these reasons, the time off work is most likely to be unpaid however Managers may, at their discretion, require you to use annual leave, lieu time or request that you make the time up. Abuse of the Adverse Weather Absence Policy will lead to disciplinary action that may ultimately lead to dismissal.

5.22 Agency Workers

The Company commits to providing agency workers with information on job vacancies and access to the same collective facilities and amenities as their permanent workforce from the first day of their assignment on site.

The Company also acknowledges its obligations to afford agency workers equal treatment to the same basic terms and conditions as if they had been recruited directly when they have carried out the same role for a qualifying 12-week period.

5.23 Relationships at Work

The Company recognises that employees who work together may form personal friendships and in some cases close personal relationships. Whilst it does not wish to interfere with these personal relationships, it is necessary for the Company to ensure that all employees behave in an appropriate and professional manner at work. The following principles have therefore been devised and apply to all employees regardless of their job or level of seniority.

- Any employee who is involved in a close personal relationship with a colleague, contractor, client, customer or supplier must not allow that relationship to influence their conduct while at work. Intimate behaviour during work time, for example kissing, touching or holding hands, is expressly prohibited. This rule applies during all working time, whether at the normal workplace, on clients' premises or elsewhere. Any breach of this rule will be regarded as a serious disciplinary offence leading to disciplinary action up to and including dismissal.
- Any employee who embarks on a close personal relationship with a colleague working in the same department must declare the relationship to their manager. If the relationship is between a manager/supervisor and an employee whom they supervise, the relationship should be declared to a senior manager. The information declared will be recorded on the personal files of both employees and treated in strict confidence.
- In order to avoid a situation in which an employee has managerial authority over another with whom they are having a close personal relationship, the organisation reserves the right to elect to transfer one or both of the employees involved in the relationship to a job in another department. In these circumstances, the organisation will consult both of the employees and seek to reach a satisfactory agreement regarding the transfer of one or both of them.
- In such a situation, if it is not possible to transfer at least one of the employees (for example if no suitable vacancies exist, or if an employee refuses to transfer), the organisation reserves the right to dismiss one or both employees (with notice). Dismissal would, however, be undertaken only as a last resort in circumstances where no other course of action was reasonably open to the Company.
- Similar principles apply to an employee who begins a close personal relationship with a client, customer, contractor or supplier. If the employee's job allows them authority over the client, customer, contractor or supplier (for example if the employee has the authority to decide to whom to award contracts), the relationship must be declared to the employee's manager. In these circumstances, the Company reserves the right to transfer, or as a last resort to dismiss, the employee following consultation.

5.24 Personal Mail

Private mail should not be sent to the Company's premises unless authorisation has been sought, as it may be opened by others. Stamps or franking machines for Company use must not be used for personal mail.

5.25 Collections

All collections for employees, sponsorships, charities and lotteries must be given prior approval from your Manager.

The Company is not responsible for the way in which any unauthorised employee's funds, holiday clubs and savings scheme etc. are conducted or for the safety of those funds.

5.26 Representing the Company (including Social Events)

As part of your role, you may be required to represent the Company, for example, at external meetings, courses and social functions etc.

Whilst attending work-related meetings and training courses you are representing the Company and are required to maintain appropriate standards of behaviour and dress and to observe matters of confidentiality. This is particularly important with regard to the Company's Equal Opportunities and Dignity at Work values.

As a token of its appreciation for the work that employees do for the Company and to foster team spirit and good working relationships, the Company may offer employees the opportunity to attend social events from time to time. The Company may also run work-related social events to which clients, as well as staff, are invited.

Although such social events usually take place away from the workplace and outside of normal working hours, the Company's standard code of conduct applies to such events, and you should be aware that when attending such social functions that you are still responsible for maintaining the Company's reputation. This is particularly important with regard to the Company's Equal Opportunities and Dignity at Work values. While management do not wish to put a dampener on employees' enjoyment of social events, it is in everyone's interests to impose certain rules of conduct for the protection and comfort of all. Specifically, employees who attend work-related social events must adhere to the following rules and principles:

- Employees should consume alcohol only in moderation at work-related social events, irrespective of whether the Company provides or pays for the drinks;
- It is strictly forbidden for any employee to use illegal substances at any work-related social event whether on Company premises or not;
- The Company's policy on Dignity at Work applies to work-related social events and in line with this, employees should not say or do anything at a work-related social event that could offend, intimidate, embarrass or upset any other person, whether as a joke or not;
- Employees must not behave in any way at any work-related social event that could bring the Company's name into ill repute;
- Any breach of the above rules may render the employee liable to disciplinary action under the Company's Disciplinary Procedure;

The above rules are in place for the benefit of all employees and to ensure that everyone can enjoy work-related social events without fear of being made to feel uncomfortable by another employee's conduct.

5.27 Pregnancy & Maternity

The Company observes your statutory rights in relation to pregnancy and maternity leave and pay.

If you discover that you are pregnant, you are required to inform the Company at the earliest opportunity. A risk assessment will be carried out on your role and, if appropriate, modifications will be made (where possible) to your role to manage any identified risks. You will be given a copy of the risk assessment.

Whilst pregnant, you are also entitled to a reasonable amount of paid time off work to attend antenatal appointments, however, this time off should be requested via your Manager and you may be required to produce an appointment card.

You are entitled to 26 weeks of ordinary maternity leave and 26 weeks of additional maternity leave resulting a total of 52 weeks statutory maternity leave.

If you qualify under statutory provisions, you may also be eligible to be paid Statutory Maternity Pay (SMP) for a maximum of 39 weeks which, for the first six weeks, is paid at 90% of your average weekly earnings and a standard weekly rate, and for the remaining 33 weeks is paid at the standard weekly rate set by the Government.

Whilst you are on statutory maternity leave your employment terms and conditions are protected. You keep your normal employment rights and benefits (excluding wages) throughout all of your 52 weeks statutory maternity leave.

The Company will automatically assume that you will take all of your 52 weeks maternity leave and will return to work on the 53rd week. If you wish to return to work earlier, then you are required to confirm this in writing giving at least 8 weeks' notice.

Whilst you are on maternity leave, you may wish to utilise up to a maximum of 10 keeping in touch (KIT) days which are paid working days usually used for ongoing communication, training and familiarisation. These days must be pre-agreed with your Manager.

Upon returning to work following maternity leave you may wish to request to change your working arrangements. This is classed as a flexible working request therefore please see the section below for more details. You are strongly recommended to provide the Company with a minimum of 6 weeks' notice of any such request as they can take some time to process.

As these provisions change on a regular basis, please consult with your Manager. A meeting will then be arranged to provide you with further details on qualifying criteria, entitlements, payments and notice requirements in line with current legislation as stipulated by the Government.

IVF Treatment

There are currently no statutory rights for an employee to take time off work in connection with infertility investigations or treatment before the stage at which they are pregnant.

However, the Company does acknowledge that, if undergoing IVF Treatment, there may be times when you may be unable to work due to the effects of the treatment and are signed off by a Doctor. You will be required to treat this like any other sickness absence and follow the Company's Sickness Absence Policy.

Any periods of time off for appointments will be dealt with in the same way as any other medical appointments however we appreciate that the very nature of IVF may mean that you are unable to make time up and therefore any period of time taken away for appointments will be unpaid unless other arrangements are agreed with your manager such as the taking of annual leave.

If you are required to support your partner during IVF treatment, then you will be required to take annual leave.

At the point that the IVF treatment is successful, and you become pregnant, please inform the Company at the earliest opportunity.

5.28 Adoption

The Company observes your statutory rights in relation to adoption leave and pay.

If you qualify under statutory provisions, you may be entitled to 26 weeks of ordinary adoption leave and 26 weeks of additional adoption leave resulting in a total of 52 weeks statutory adoption leave. You may also be eligible for Statutory Adoption Pay (SAP) paid for 39 weeks at the standard weekly rate set by the Government.

The Company will automatically assume that you will take all of your 52 weeks adoption leave and will return to work on the 53rd week. If you wish to return to work earlier, then you are required to confirm this in writing giving at least 8 weeks' notice.

Whilst you are on adoption leave, you may wish to utilise up to a maximum of 10 keeping in touch (KIT) days which are paid working days usually used for ongoing communication, training and familiarisation. These days must be pre-agreed with your Manager.

Upon returning to work following adoption leave you may wish to request to change your working arrangements. This is classed as a flexible working request therefore please see the section below for more details. You are strongly recommended to provide the Company with a minimum of 6 weeks' notice of any such request as they can take some time to process.

As these provisions change on a regular basis, please consult with your Manager. A meeting will then be arranged to provide you with further details on qualifying criteria, entitlements, payments and notice requirements in line with current legislation as stipulated by the Government.

5.29 Paternity

The Company observes your statutory rights in relation to paternity leave and pay.

If you need to take time off work to support the mother or carer of a baby and intend to be fully involved in their upbringing, you may be entitled to ordinary or additional paternity leave and pay.

If you qualify under statutory provisions, you may be entitled to up to two consecutive weeks of ordinary paternity pay and be paid at the standard weekly rate set by the Government.

As these provisions change on a regular basis, please consult with your Manager. A meeting will then be arranged to provide you with further details on qualifying criteria, entitlements, payments and notice requirements in line with current legislation as stipulated by the Government.

5.30 Shared Parental Leave

Shared parental leave enables mothers, or adoptive parents, to;

commit to ending their maternity/adoption leave and pay at a future date and to share the untaken balance of leave and pay with their partner.

OR

to return to work early from maternity/adoption leave and opt to share parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week, or as a block of continuous weeks, up to a maximum of 3 blocks of leave.

The period during which an employee can share their leave is after the compulsory 2 or 4 week initial leave period and up to the maximum 52 weeks after maternity/adoption leave commences.

If you are eligible and take up the opportunity of shared parental leave then this also has an impact on keeping in touch days, which will be explained to you as applicable.

This right is subject to strict eligibility criteria for both parents and as this is complicated, you are advised to speak to your Manager for further and current information.

5.31 Unpaid Parental Leave

The Company observes your statutory rights in relation to parental leave. This type of leave is unpaid.

Parental leave is a right to take unpaid time off work to look after a child or make arrangements for the child's welfare. Parents can use it to spend more time with children and strike a better balance between their work and family commitments.

Employees are entitled to parental leave in line with current statutory provisions. Please contact your Manager for further details on qualifying criteria, entitlements, payments and notice requirements in line with current legislation as stipulated by the Government.

As these provisions change on a regular basis, please inform your Manager that you may require this leave as soon as possible. A meeting will then be arranged to provide you with further details on qualifying criteria, entitlements, payments and notice requirements in line with current legislation as stipulated by the Government.

5.32 Flexible Working

The Company observes your statutory rights in relation to flexible working requests.

If eligible under statutory provisions, you may request a permanent change to your hours of work.

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As a general rule of eligibility, if you have 6 months continuous service you are entitled to request a change to your working hours and/or working arrangements under a flexible working request. There is no longer a requirement to be a parent or carer.

Flexible working includes but is not limited to: part time hours, working from home, job shares, compressed weeks, term time working or other forms of flexible working.

You are required to put your request in writing by completing a Flexible Working Request Form, which can be obtained from your Manager.

As dealing with this type of request can take up to 3 months, you are advised to provide as much notice as possible of a request.

The Company will seriously consider any such requests and will follow the required process when doing so which may involve holding a meeting with you to discuss your request in more depth. You will be given the right to be accompanied at such a meeting and the outcome will be confirmed in writing to you within a set timescale. The Company will endeavour to accommodate any such requests however, if it is unable to, you will be given the right to appeal against the decision.

As these provisions change on a regular basis, please inform your Manager that you may require this leave as soon as possible. A meeting will then be arranged to provide you with further details on qualifying criteria, entitlements, payments and notice requirements in line with current legislation as stipulated by the Government.

5.33 Time off for Dependants

The Company observes your statutory rights in relation to time off for dependants.

Employees are entitled to take a reasonable amount of unpaid time off work to deal with certain genuine unexpected emergencies which involve a dependant, in line with current statutory provisions.

Some examples include:

- If a dependant unexpectedly falls ill, is injured or assaulted
- If a child is unexpectedly involved in a serious incident during school hours
- If childcare arrangements unexpectedly break down

A dependant is defined as someone who reasonably relies on the employee for assistance, for e.g. husband, wife, partner, parent, child, elderly relations.

This right to time off does not cover other domestic emergencies, for example, central heating breakdown. In most cases it is expected that the time off will be less than one day or two days at the most to deal with the immediate problem and it is expected that this time off should be shared between both parents when the dependant is a child.

You must inform your Manager in line with normal absence notification procedures.

6. TRAINING & DEVELOPMENT

6.1 Policy

The Company recognises that its most important resource is its employees and is therefore committed to the training and development of its entire workforce with a view to their gaining the necessary skills to reach their full potential. This will assist the Company to achieve its aims and objectives.

Each employee will be trained to carry out their role effectively and special attention will be given to the training of new employees and employees who have been transferred to or from other roles.

Knowledge and skills will be updated by further training as the needs of individuals are identified or a specific training requirement has become evident as a result of new technology or major changes within the business.

Training will be conducted using both internal training facilities and external training providers.

Records of training will be maintained, the effectiveness of training will be reviewed and the benefits derived from training will be evaluated.

Management are responsible for identifying departmental and individual employee's training needs. The Company reserves the right to refuse permission to attend training courses that are felt to be unrelated to the employee's current job role.

Employees, together with their Manager, have a responsibility for their own development.

6.2 Obligation to Train

Some training is or may be essential for the Company to meet its legal obligations or for you to carry out your role effectively.

Other training, which does not have the same priority, may nonetheless be necessary to improve the Company's efficiency.

In either case, you are required to undertake such training as the Company requires and you will be expected to attend courses and undertake study as appropriate, including attending courses/ studying in your own time, to ensure that skills and knowledge remain up to date

6.3 Mandatory Training

You are required to participate and be compliant in some mandatory training in relation to your job title, please find below a table of mandatory training.

List of Job Titles	Mandatory Training Required	Frequency of Training
Tutor	Safeguarding and Prevents	Every 2 years
Apprenticeships	Safeguarding and Prevents	Every 2 years
Tutor	CPD	Continuously
Tutor	CPD	Continuously

6.4 Training Fees

All internal training provided by the Company will be at no cost to you.

Training carried out by external providers and professional qualifications undertaken may be fully or partly funded by the Company depending on the nature of the training.

For training courses provided by an external training provider for which the Company incurs significant costs, you may be required to repay a proportion of the costs in the event that:

- You terminate your employment at any time during your training or within a 1-year period following completion of the training.
- You are dismissed (other than by reason of redundancy or retirement) throughout the duration of your training or within a 1-year period following completion of the training.
- You withdraw from the course, at any stage before the completion date, without prior agreement of the Company.

The proportionate sum that you will be required to repay to the Company will be as follows:

Timescale	Proportion of costs to be repaid
Throughout the duration of the course and up to 3 months after the completion date	100%
3 - 6 months after the completion date	75%
6 - 9 months after the completion date	50%
9 – 12 months after the completion date	25%

6.5 Appraisals

You may be asked to participate in an annual performance appraisal.

This will be a meeting between you and your Manager and will explore your performance since your last appraisal, or since you began your current job if it is your first appraisal.

The purpose of the performance appraisal is to enable you to gain a clear picture of how you are performing in the Company, to set clear targets and to identify areas where you may need additional support and training.

You will be asked to participate in the appraisal process on an annual basis, however: you or your Manager can request an appraisal at any time.

Overall, performance appraisals aim to ensure that the work of all employees is geared towards the overall objectives of the Company.

Appraisals are a two-way process and the Company will constantly seek to improve the process in order to promote maximum communication and understanding between employees and their managers.

6.6 Promotions and Transfers

To further the development of an employee's potential, the Company commits to filling job openings internally wherever practicable.

Promotion is based on the ability to carry out the job and where an internal candidate is wholly suitable, they will be promoted accordingly.

If there is no obviously suitable candidate identified, the Company will advertise appropriate positions in-house and invite internal candidates to apply, alongside external candidates.

7. HEALTH & SAFETY

7.1 Health and Safety Responsibilities

The Company takes very seriously the health, safety and well-being of all employees and other persons on the Company premises.

In fulfilling this responsibility, Management has a duty to ensure, so far as is reasonably practicable, the health and safety of all persons by: -

- The provision of plant and systems of work that are safe and free from risks to health.
- Arrangements for ensuring the safety and absence of risk to health in connection with the use, handling, storage, transport and disposal of articles or substances.
- The provision of such information, instruction, training and supervision as is reasonably necessary to ensure the health and safety at work of all persons.
- The maintenance, in a condition that is safe and free from risk to health, of any place of work under the management's control.
- The provision of a working environment that is safe and free from risks to health, with adequate facilities and arrangements for the welfare of employees at work.

It is also recognised that all Employees have a responsibility for their personal safety and also a duty of care to other persons.

As a result, your responsibilities include: -

- The duty to comply with the safety instructions and directions laid down by Management.
- The duty to use properly, the means and facilities provided for safety and health at work.
- The duty to refrain from the willful misuse or interference with anything provided in the interests of health, safety and welfare and any action that might endanger themselves or others.
- The duty of all employees in authority to ensure that the necessary safety precautions are taken and that the necessary safety instructions are given.
- The duty of care to all other persons.
- Participate in, support and encourage actions and procedures to reduce risks.
- The duty to draw Management's attention to any apparent or actual lapse or breach of safety instructions or procedures, or any set of circumstances which might lead to a health and safety problem if not corrected.

7.2 Fire Evacuation Procedures

IF YOU DISCOVER A FIRE:

- Raise the alarm by operating the nearest fire alarm point.

IF YOU HEAR THE FIRE ALARM:

- If operating equipment, switch it off if safe to do so and leave the building by the nearest exit closing doors behind you.
- Make your way to the designated fire assembly point.
- DO NOT wander about or socialise with other groups as this can cause confusion during the roll call.
- DO NOT delay your exit by collecting belongings such as coats or bags
- DO NOT re-enter the building once you have evacuated for any reason.
- Wait at your fire point until a person in authority tells you that it is safe to re-enter the building.

7.3 Reporting Accidents and Near Misses

Please always report any accidents, near misses or hazards to your Manager, no matter how small. This is not to assign blame but to ensure that measures are taken to prevent reoccurrence.

If you have an accident or incident at work, you are responsible for ensuring that the details of it are entered into the accident book within 24 hours of the incident occurring.

7.4 First Aid

In compliance with legislation the Company has appointed and trained a number of "First Aid" staff on site.

Should you require treatment, please contact a First Aider and inform your Manager of the incident following treatment.

7.5 Smoking/E-Cigarette Policy

The Company has a general duty to ensure the health, safety and welfare of its employees, workers, contractors and visitors.

As such, the Company is committed to providing non-smokers the right to work in a healthy environment, with air free of tobacco smoke, whilst also taking account of the needs of those who smoke.

To this end, smoking is strictly not permitted within any area of the Company's premises including external perimeters or Company vehicles with the exception of any designated smoking areas.

Created by:

The Company acknowledges that some employees may wish to make use of electronic cigarettes ("**e-cigarettes**") in the workplace, particularly as an aid to giving up smoking. E-cigarettes are battery-powered products that release a visible vapour that contains liquid nicotine that is inhaled by the user.

Although e-cigarettes do fall outside the scope of smoke-free legislation, you are still only permitted to use e-cigarettes within the designated smoking areas.

The Company's rationale for limiting e-cigarettes to the restricted designated smoke areas are:

- Although they do not produce smoke, e-cigarettes produce a vapour that could provide an annoyance or health risk to other employees;
- some e-cigarette models can, particularly from a distance, look like real cigarettes, making a smoking ban difficult to police, and creating an impression for visitors/customers/other employees that it is acceptable to smoke.

The responsibility for maintaining this policy lies with the Management Team.

The Policy applies to all employees, as well as to visitors, customers, contractors, and sub-contractors whilst on the Company premises.

Positive assistance will be given to smokers who wish to give up smoking. Help, advice and support will be available.

If it is believed that an employee has breached this Policy in relation to smoking or the taking of unauthorised breaks, the disciplinary procedure will be instigated and if sufficiently serious, a single incident can amount to gross misconduct which may result in summary dismissal.

7.6 Alcohol and Substance Policy

The Company is committed to ensuring the health, safety and welfare of its employees and those affected by its activities.

It will take all reasonable steps to reduce, if not eliminate, the risk of injuries or incidents occurring due to individuals suffering from the effects of alcohol or substance abuse.

This policy applies to all employees and all persons coming onto the Company premises.

The Company strictly prohibits the possession of or being under the influence of alcohol or illegal substances whilst on Company premises.

For the purposes of clarity, "under the influence" means having taken any alcohol or illegal substances in any quantity.

The Company will take all reasonable steps to prevent employees and contractors carrying out work-related activities if they are considered to be unfit or unsafe to undertake the work as a result of alcohol consumption or substance abuse.

The Company expressly prohibits the use of any illegal substances or any prescription drugs that have not been prescribed for the user. It is a criminal offence to be in possession of, use or distribute an illicit substance and if such incidents take place they will be regarded as serious and may result in the Company contacting the police.

No employee or other person under the Company's control shall, in connection with any work-related activity:

- report, or endeavour to report, for duty having consumed any substances or alcohol in any quantity.
- consume or be under the influence of substances or alcohol whilst on duty (unless, in the case of alcohol, with the agreement of line management for the purposes of official Company entertaining);
- store illegal substances or alcohol in personal areas such as lockers and desk drawers;
- attempt to sell or give illegal substances or alcohol to any other employee or other person on the Company premises.

A breach of the above rules will be deemed as gross misconduct for which you may be dismissed.

Employees must inform their Line Manager of any prescribed medication that may have an effect on their ability to carry out their work safely and must follow any instructions subsequently given. In most cases, medication that causes drowsiness must not be used whilst at work.

Employees suffering from substance or alcohol dependency are encouraged to declare such a dependency. Where it has been declared, it is the Company's policy to offer support to any employee who has a problem associated with use of substances or alcohol. Any employee who believes or suspects that he/she may have such a problem is encouraged to come forward to their Manager to discuss the problem in confidence. The employee will subsequently be offered support including, as appropriate, referral for advice, medical treatment, counselling and time off work, however, failure to accept help or continue with treatment may render the employee liable to normal disciplinary or capability procedures.

Any employee who notices obvious signs of alcohol or substance abuse in a colleague should report their observations or suspicions in confidence to their Manager.

7.7 Housekeeping

All employees are responsible for the general day to day cleanliness of their work area.

You must ensure your work area is clean and tidy at all times and that you follow any departmental procedures relating to housekeeping.

Good housekeeping standards will directly contribute to a healthy, safe and efficient working environment.

Gangways and fire exits are to be left clear at all times. Tools, equipment and materials should be handled and stored so they do not present a hazard.

7.8 Eye Sight Tests

If you are deemed to be a DSE (Display Screen Equipment) user, then you are entitled to an eye and eyesight test upon request.

A DSE user is classed as someone who:

- Uses DSE for continuous or near continuous spells of an hour or more at a time
- Uses DSE on a daily basis
- Has to fast transfer information between the user and the screen; and
- Users of the DSE is a fundamental part of the users job

If you are experiencing visual difficulties you are required to request an eye and eyesight test and the Company commits to providing this, at no cost to you, as soon as possible. Time off to attend for a test is not normally paid however the Company may use its discretion.

Depending upon the results of the test, the Company may be required to pay for your spectacles if the results of the eye test show that special corrective appliances are necessary for DSE work and that normal corrective appliances cannot be used.

The Company will also provide eye and eyesight tests at regular intervals thereafter depending upon the advice of the original test.

8. SICKNESS ABSENCE POLICY

8.1 Purpose

The Company aims to secure the attendance of all employees in order to maintain high standards of service to its customers. It is recognised that a certain amount of absence may be necessary and will be treated sympathetically, however, the Company also has an obligation to consider the effects of such absence and frequent or long term sickness absence may, after investigation, lead to the Company instigating the disciplinary or capability procedure.

8.2 Notification of Absence

If you are absent from work you are required to have a conversation with your Manager or Supervisor by telephone (text messages or e-mail are strictly not permitted) within the first hour of your normal start time **on the first day of your absence**.

You will be expected to provide a reason for your absence and when you expect to return to work. If you are unable to confirm when you will be returning to work, you are required to make further contact on a daily basis to provide an update on the situation.

8.3 Certification of Absence

Doctors Certificates are not usually issued for short term sickness absences. In these cases, you must provide a self-certification form which acts as evidence that you are unfit for work due to sickness for up to 7 calendar days.

If your absence continues for longer than 7 calendar days a medical certificate from your Doctor is required to cover the period of absence, this is called a Statement of Fitness to Work or "fit note".

You must supply us with consecutive fit notes to cover the whole period of your absence.

You will not be able to return to work until your fit note states that you are able to do so. The Company reserves the right to request a fit note before allowing you to return to work following any period of absence and will reimburse any genuine expense incurred in obtaining a fit note.

8.4 Gradual Return to Work

Fit notes allow your Doctor to advise of any measures that can be taken to assist an early return to work such as reduced hours, light duties etc.

Long term sickness is also usually followed by a period of gradual return where recommendations will be made by either your GP or an Occupational Health Doctor which will assist your return to work by modifying your hours, duties and/or activities.

In either case, the Company wants to support you as much as possible and will accommodate any recommendations wherever reasonably practicable. However; there may be occasions where some or all of a gradual return cannot be accommodated and this will be discussed with you in a meeting.

If the gradual return involves a temporary reduction in your normal working hours, you will only receive pay for the actual hours that you work unless specifically agreed otherwise.

8.5 Statutory Sick Pay

You are entitled to Statutory Sick Pay (SSP) during absences that last for 4 or more consecutive days due to sickness.

SSP is paid provided that you meet all the criteria laid down in government SSP regulations.

Qualifying days are the days for which you are entitled to SSP and are usually your normal days of work. Qualifying days are specific to each individual and are listed in your Main Statement of Terms and Conditions.

The first 3 qualifying days are waiting days for which SSP is not paid.

8.6 Long Term Sickness

If you are absent from work due to sickness for consecutive 4 week period this will be deemed as Long Term Sickness and the Company may wish to arrange a meeting in order to assess the situation. The result of this may be further meetings and may involve a medical report being obtained to ascertain your state of health in line with the Company's Capability Procedure.

8.7 Medical Reports

The Company reserves the right to obtain a medical report from a General Practitioner, Occupational Health Doctor or any other Doctor/Consultant/Specialist at any time during your employment whether it is due to long term sickness, long term absence due to accident or injury or an underlying medical condition that is affecting attendance or performance at work.

The aim of the report will be to ascertain your current state of health and prior written permission will be sought from you before a medical report is requested.

8.8 Underlying Medical Conditions and Disabilities

To ensure your health, safety and wellbeing, you are responsible for notifying the Company of any previous, current or emerging long term medical conditions or disabilities.

The Company is an equal opportunities employer and understands its obligations in relation to disability.

All discussions of this nature will be treated confidentially and sensitively with the emphasis being on working together to overcome issues whilst maintaining your safety at work.

8.9 Stress

Stress is defined as “the adverse reaction people have to excessive pressure or other types of demand placed on them”. There is an important distinction between pressure, which can be a positive state if managed correctly, and stress, which can be detrimental to health.

The Company will support employees affected by stress caused by either work or external factors.

Irrespective of the source of your stress, you should firstly speak to your Manager or someone else you feel comfortable talking to in the Company. If the stress is work-related, the Company will take reasonable steps to try to resolve the problem, including the following:

- understand the situation, including causes and possible solutions;
- provide support to you;
 - develop a plan to tackle the stressors/pressures (the causes of stress) that is acceptable, particularly to yourself and your manager; and
 - Assess whether anyone else is experiencing problems and if a broader organisational intervention is required.

The discussion will cover how the Company can help both in the immediate future and longer term and it might be helpful for us to contact your doctor in writing (if you give your consent to do this).

If the stress is not work-related the Company may be able to support you in some way or help to take some pressure off you at work while you resolve the stress in your personal life.

It is important to take action at a personal level and to review your lifestyle to see if you can identify any contributing factors.

8.10 Sickness and Annual Leave

Please refer to the Annual Leave Section

8.11 Conduct During Periods of Sickness Absence

In all cases of sickness absence or injury which necessitates taking time off work, employees are expected to do their utmost to facilitate a speedy recovery and return to work and are expected to act sensibly and honestly.

The Company would not, under normal circumstances, expect an employee who is absent from work due to sickness absence or injury to:

- Participate in any sports, hobbies or social activities etc. which are in any way inconsistent with their sickness absence or which could aggravate the sickness absence or injury or which could delay recovery
- Undertake any other employment, whether paid or unpaid
- Engage in any other activity which is inconsistent with the nature of the sickness absence or injury.

Employees who declare themselves to be incapacitated from work and who undertake any of the activities listed above (or similar activities) may have Sick Pay withheld. The disciplinary procedure may also be instigated and following an investigation, may result in summary dismissal on the grounds of gross misconduct.

8.12 Returning to Work Following a Period of Absence

Prior to your return to work you should notify your Manager of your intended return date to ensure that your role is not unnecessarily covered and suitable arrangements can be made for your return. If you are required to provide a fit note from your Doctor, then this must be obtained and forwarded to your Manager before your return to work.

8.13 Home Visits

The Company may request a home visit during any period of absence. In these circumstances, prior arrangements will be made with you where possible. The intention of a home visit is to ascertain the extent of your illness or circumstances and to discuss any assistance the Company can provide in helping you return to work as soon as possible.

8.14 Unauthorised Absence

If you are absent and fail to follow the absence notification and/or certification procedures detailed in this policy, the absence will be deemed to be “unauthorised” and the Company may instigate the disciplinary procedure.

Persistent unauthorised absence, otherwise referred to as AWOL, is deemed to be of a gross misconduct nature for which you may be summarily dismissed. A decision of this nature will only be made after the Company has attempted to make contact with you and you have been invited to attend a formal disciplinary meeting. If you fail to attend any such disciplinary meeting, a decision will be made in your absence based on the facts available.

8.15 Absence Monitoring

Your attendance levels will be monitored and for absence which is either; unauthorised, persistent or where there appears to be a pattern forming, the disciplinary or capability procedures may be instigated.

9. CAPABILITY POLICY & PROCEDURE

9.1 Introduction

We recognise that during your employment your capability to carry out your duties may not be to the required standard or it may have deteriorated for a number of reasons including; your job changing over a period of time, the introduction of new technology/working practices, ill health etc.

This Policy & Procedure sets out the steps that will be taken when dealing with issues of capability.

It applies to all employees with the exception of those that are within their probationary or trial period. The Company also reserves the right to modify the procedure for short serving employees that have under two year's continuous service. In these circumstances, every effort will be made to ensure the fair, indiscriminate and equal treatment of these employees.

9.2 Capability Circumstances

The Capability Policy and Procedure will be instigated in the following circumstances:

- If the nature of your job or role changes.
- If your performance isn't meeting satisfactory standards.
- If you are lacking in knowledge, skill or ability to carry out your role to the required standard.
- If you have an underlying medical condition which prevents you from carrying out your normal job role.
- If you have an underlying medical condition or general ill health which results in long term or frequent short term absence from work.

This list is not exhaustive.

If you fail to reach the required standards of performance as a result of your deliberate failure, carelessness, negligence or lack of effort this will not be dealt with under the Capability Procedure but handled via the Disciplinary Procedure as misconduct.

9.3 The Capability Procedure

INFORMAL DISCUSSION:

When there is a concern regarding your capability, your Manager will make every effort to ensure that you understand this concern and try and resolve the matter through informal discussion with you. At this stage, you will be provided with as much support as possible including: offering training and support to help you overcome your capability issues. This will be done in an informal manner and you will be given adequate time to improve. Notes of such a discussion may be made and kept on record for future reference.

FORMAL PROCEDURE:**First Capability Meeting**

If concerns continue regarding your capability, or you have made little or no improvement within a reasonable timescale, you will be invited to a formal meeting to discuss the situation with your Manager.

At this meeting you will be given the right to be accompanied by a fellow worker or Trade Union Official. For the purpose of clarity your elected accompanying person can address the meeting and confer with you throughout the meeting, but not answer questions on your behalf unless this is agreed by the Manager chairing the meeting.

You will be provided with any further training, support or supervision identified and we may also consider the possibility of a transfer to more suitable work if possible.

If the capability issues have arisen out of ill health, you may be asked to provide details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report which asks when your attendance would expect to return to normal levels. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise.

You will be provided with a written letter that confirms the outcome of the meeting, the improvements required, the support mechanisms that have been agreed and a reminder that failure to improve may result in further capability meetings.

Second Capability Meeting

If concerns continue regarding your capability, you continue to make little or no improvement within a reasonable timescale or you are unable/unwilling to be transferred to more suitable work, you will be invited to attend a second formal meeting to discuss the situation with your Manager.

At this meeting you will be given the right to be accompanied by a fellow worker or Trade Union Official. For the purpose of clarity your elected accompanying person can address the meeting and confer with you throughout the meeting, but not answer questions on your behalf unless this is agreed by the Manager chairing the meeting.

The Company will explore further additional training, support, supervision and/or adjustments/redeployment options. If a medical report has already been obtained, this will be considered and discussed or a decision may be made to request such a report at this stage.

You will be provided with a written letter that confirms the outcome of the meeting, the improvements required, the support mechanisms that have been agreed and a reminder that failure to improve could lead to your dismissal.

If such improvement is not forthcoming after a reasonable period of time and a suitable transfer cannot be identified or you are unwilling to transfer, the Company may consider terminating your employment on the grounds of capability and will follow the procedure laid out below.

Capability Dismissal

You will be invited to attend a third and final formal meeting to discuss the situation with your Manager.

At this meeting you will be given the right to be accompanied by a fellow worker or Trade Union Official. For the purpose of clarity your elected accompanying person can address the meeting and confer with you throughout the meeting, but not answer questions on your behalf unless this is agreed by the Manager chairing the meeting.

The Company will review the steps taken to date and explore any new additional training, support, supervision and/or adjustments/redeployment options available. If the capability concerns are as a result of ill health, the Company will ascertain if there has been a change to the previously supplied medical report. If consent for a medical report has been withheld, then the Company will make a decision based upon available information.

If it is deemed to be appropriate, you may be dismissed on the grounds of capability and will receive the appropriate notice, or pay in lieu of notice, in line with your contractual entitlement. You will be provided with a written letter that confirms the outcome of the meeting which you have a right to appeal.

9.4 Returning to Work Following a Period of Long Term Sickness

If at any stage during the Capability Procedure you are fit to return to work, the Company will consider methods of supporting your return such as;

- Returning to your full or partial duties (for a limited period of time)
- Returning to your normal hours of work or a phased return
- Medication implications (side effects such as tiredness and operating machinery etc)
- Special arrangements to your role, environment, working conditions etc.
- Familiarisation/Induction back into work

To support your own return to work, you are expected to adhere to any such agreed adjustments.

Once you have returned to work your progress will be monitored and all steps will be taken to help you re-integrate back into the workplace.

In the event that you have a reoccurrence of your original long term sickness condition which results in a further period of absence within the first 12 months of your return, then the Company reserves the right to resume the Capability Procedure at the point at which you returned to work.

9.5 The Appeals Procedure

You have the right to appeal against any formal capability action taken against you. If you wish to exercise this right, you must appeal within 5 working days of the capability action being communicated to you. You will be informed of the person that you should appeal to. Your appeal must be in writing to the nominated person not involved in the original capability decision, giving specific details of why the capability action imposed is too severe, unfair or inappropriate in the circumstances. You must also state the redress you are seeking.

A meeting will normally be arranged with the nominated person hearing your appeal within 10 working days of the Company receiving your appeal in writing. You have the right to be accompanied by a fellow worker of your choice or a Trade Union Official at the meeting.

You are expected to make all reasonable efforts to attend the appeal meeting however, the Company will rearrange the meeting should you provide a justifiable reason why you cannot attend and provide as much notice as possible. The meeting will only be rearranged on one occasion and will take place within 5 working days from the original meeting date.

The appeal hearing will allow for consideration and comment on your appeal points or a complete review and for the previous decision to be either upheld or overturned as appropriate. You will then be informed of the decision in writing within 5 working days of the appeal meeting. This decision will be final.

9.6 Additional Notes

- The above timescales are provided as a guide only and it may not always be possible to work within them due to the availability of relevant employees. Where response timescales cannot be met then you will be given a reason for the delay and be told when a response can be expected.
- Where deemed appropriate or where a relevant person is absent or unavailable to deal with a capability situation or appeal or in exceptional circumstances, the Company may nominate an alternative person, including an external consultant, with suitable authority to undertake the duties of that person.
- The Company reserves the right during appeal meetings to request the presence of the manager who made the original decision where they feel that it is appropriate and it will benefit the appeal process.
- During any meeting, the Company reserves the right to use the facility of a tape recorder or other forms of electronic recording devices to assist in accurate note taking. Your consent will be obtained in these cases.

10. DISCIPLINARY POLICY & PROCEDURE

10.1 Purpose

The Disciplinary Policy and Procedure is designed to help and encourage all employees to achieve, maintain and improve the standards set by the Company in relation to conduct, behaviour and performance.

To this end it is necessary to lay down guidelines and responsibilities so that the business can run as smoothly and effectively as possible. Should the rules be broken or conduct fall below the standards required, this procedure sets out the action that will be taken and ensures that there is an indiscriminate, fair and consistent treatment of all employees.

It applies to all employees with the exception of those that are within their probationary or trial period. The Company also reserves the right to modify the procedure for short serving employees that have under two year's continuous service. In these circumstances, every effort will be made to ensure the fair, indiscriminate and equal treatment of these employees.

If your conduct, behaviour or performance issues are through no fault of your own or are linked to matters of genuine ill health, then this will not be dealt with under the Disciplinary Procedure but handled via the Capability Procedure.

10.2 Principles

If you are subject to disciplinary action:

- the procedure is designed to establish the facts quickly and to deal indiscriminately, consistently and fairly with disciplinary issues. No formal disciplinary action will be taken until the matter has been fully investigated.
- At the outset of the formal disciplinary procedure you will be advised of the nature of the complaint.
- If, after investigation, you are required to attend a formal disciplinary meeting you will be given the opportunity to state your case at a meeting and can be accompanied by a fellow worker of your choice or a trade union official.
- you will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will normally be dismissal without notice and without pay in lieu of notice.
- The disciplinary action is dependent upon the severity of your action or misconduct and can be implemented at any level.
- you will be informed in writing of any formal disciplinary action taken
- you have a right to appeal against any formal disciplinary action taken

10.3 Examples of Misconduct -Unsatisfactory, Serious and Gross

UNSATISFACTORY CONDUCT/ MISCONDUCT:

You will be subject to disciplinary action if you are found to have acted in any one of the following ways (this list is not exhaustive):

- Failure to abide by general health and safety rules and procedures
- Use of materials or equipment that you are not authorised or trained to use
- Unsatisfactory standards or output of work
- Persistent lateness, sickness or absenteeism
- Failing to deal promptly, efficiently and politely with third parties with whom you have dealings on behalf of the Company.
- Failure to carry out reasonable instructions or follow our rules and procedures
- Minor breach of the Equal Opportunities or Dignity at Work Policy, rudeness towards other employees, members of the public or customers.
- Objectionable or insulting behaviour or bad language.
- Unauthorised use of, or negligent damage or loss to Company property.
- Misuse of Company facilities e.g. email, internet etc.
- Failure to devote the whole of your time, attention and abilities to our business and it's affairs during normal working hours.
- Failure to maintain effective working relationships.

SERIOUS MISCONDUCT

Please note that where the first offence is sufficiently serious or due to extreme carelessness or has a substantial effect upon the business, it may be justifiable to move directly to the final written warning stage of the formal disciplinary procedure.

GROSS MISCONDUCT

If, after investigation, it is confirmed that you have committed an offence of the following nature (the list is not exhaustive), the normal consequence will be summary dismissal without notice or payment in lieu of notice:

- Serious breach of our Company rules and procedures.
- Serious breach of health and safety rules which endangers your life or the lives of employees or any other person.
- Breach of the smoking policy.
- Serious breach of the Equal Opportunities Policy or Dignity at Work Policy including serious and deliberate acts of unlawful discrimination, harassment or bullying.
- Dangerous behaviour, violence, fighting or physical assault on Company premises or on Company business.
- Deliberate falsification of Company documents or records, including fraudulently attempting to claim payment for time not in work.
- Theft or unauthorised possession of money or property, whether belonging to the Company, another employee or third party
- Malicious damage or sabotage to Company, customers or suppliers' property.
- Gross carelessness or negligence that causes unacceptable loss, damage or injury
- Serious breach of confidentiality.

- Activities which breach your employment restrictions as detailed within your Main Statement of Terms and Conditions of Employment.
- Incapacity at work or poor performance caused by being under the influence of alcohol or illegal drugs or being in possession of alcohol or illegal drugs whilst on the Company premises.
- Persistent unauthorised absence (AWOL)
- Indecent or immoral behaviour.
- Gross insubordination or continual refusal to carry out legitimate instructions
- Leaving site without authorisation from a Manager during working hours.
- Taking part in activities which result in adverse publicity to ourselves or which causes us to lose faith in your integrity
- Undertaking private work on the premises or in working hours without expressed permission.
- Misuse of the Company's property or name.
- Knowingly making false or malicious statements or allegations either informally or formally.
- Criminal offences or convictions that are inconsistent with continued employment

SURVEILLANCE

In exceptional circumstances and when it is suspected that acts of gross misconduct are or have taken place, the Company may on occasion use a third party to undertake surveillance activities on and off Company premises. Any information or evidence gathered in this manner may be used as part of the disciplinary procedure.

10.4 The Disciplinary Procedure

INFORMAL DISCUSSION

For minor unsatisfactory conduct, behaviour or performance issues, your Manager will make every effort to resolve the matter by an informal discussion with you before taking formal disciplinary action. This discussion is important as the emphasis is on providing support to overcome the issue and may well prevent the need for future formal disciplinary action. Discussions of this nature will be recorded, only where this fails to bring about the desired improvement or there is a reoccurrence within a 12-month period, should the formal disciplinary procedure be implemented.

FORMAL DISCIPLINARY PROCEDURE

Before the formal disciplinary procedure is instigated, an Investigating Officer will be appointed to undertake relevant investigations. The investigation will consist of gathering witness statements, carrying out fact find meetings with witnesses and obtaining any documentation where relevant, all of which will be completed without unreasonable delay. The purpose of the investigation is to identify as many facts as possible to establish if there is sufficient evidence to warrant disciplinary proceedings and you are expected to co-operate as much as possible in these circumstances.

Where the Investigating Officer feels the situation warrants it, you may be suspended from work on full pay whilst the investigation takes place. In these circumstances, you should remember that you remain an employee and therefore continue to be bound by your confidentiality and other employment restrictions. You must not involve yourself in any of the Company's activities, including attending site without permission or making any form of contact with other employees, witnesses, customers, suppliers or any associate of the business without the expressed permission. During a period of suspension, you are expected to make yourself available for the purposes of the investigation and may be required to make regular contact with the Company and will be advised of these arrangements at the time of your suspension. Suspension in these circumstances is not regarded as a form of disciplinary action.

Based upon the investigation, if it is decided that the formal disciplinary procedure should be instigated, a separate and impartial Disciplining Officer will be appointed and will follow the process detailed below in all cases:

- **step one:** a letter will be given to you which invites you to a disciplinary meeting. The letter will also set out: the allegation, the basis for it, a copy of the full investigation and your right to be accompanied at the meeting by a trade union official or fellow worker. You will be given at least 24 hours' notice of the meeting to give you reasonable opportunity to consider your response.

- **step two:** a meeting will be held with the Disciplining Officer to consider and discuss the allegation. You will be given every opportunity to refute or challenge the allegation and provide any supporting evidence you may have. You have the right to be accompanied at this meeting by a trade union official or fellow worker and a note taker, organised by the Company, will also be present. When making a decision on the disciplinary action to be taken, the Disciplining Officer will take consideration of the seriousness of the allegation, all relevant circumstances and facts, your comments and previous disciplinary record.

For the purpose of clarity your elected accompanying person can address the hearing and confer with you throughout the hearing, but not answer questions on your behalf unless this is agreed by disciplining officer.

The outcome of this meeting will be confirmed to you either verbally or in writing, however, it will always be followed up in writing without unreasonable delay.

- **step three:** you will be given a right of appeal in line with the Appeals Procedure.

You are expected to make all reasonable efforts to attend disciplinary meetings however, the Company will rearrange a meeting should you provide a justifiable reason why you cannot attend and provide as much notice as possible. The meeting will only be rearranged on one occasion and will take place within 5 working days from the original meeting date.

The disciplinary warning levels are as follows:

FIRST WRITTEN WARNING

If your conduct, behaviour or performance is unsatisfactory, you will be issued with a written warning and informed of the improvements to be made. Such warnings will be recorded, but disregarded after 12 months of satisfactory service.

FINAL WRITTEN WARNING

If the offence is sufficiently serious or you have failed to sustain an improvement in your conduct, behaviour or performance, or if a further offence of a similar kind occurs, you will be issued with a final written warning. You will be informed of the improvements to be made. Such warnings will be recorded but disregarded after 12 months satisfactory service.

DISMISSAL

If you have failed to sustain an improvement in your conduct, behaviour or performance, or if a further offence of a similar kind occurs, you will be dismissed.

Where allegations of gross misconduct are founded, you may be summarily dismissed. This means that you may be dismissed without a previous disciplinary record.

You will receive notice or payment in lieu of notice when being dismissed, except in cases of gross misconduct.

In certain circumstances the Company may consider an **action short of dismissal** as an alternative to dismissal which includes: demotion with the appropriate Terms & Conditions of Employment, disciplinary transfer, loss of seniority or suspension from work without pay for up to 1 week. A decision of this kind will not normally be made in the cases of gross misconduct.

10.5 Mediation

Mediation is an informal way of sorting out disagreements or disputes in the workplace which can, in some cases, avoid the need to use more formal procedures. Mediation involves a neutral third person working with those in disagreement or dispute to help them reach an agreement that will sort out their problems. It is a confidential and voluntary process. The Company will consider the use of mediation either as an alternative to formal disciplinary action or to complement it. Mediation can be particularly useful in cases where allegations of bullying have been made, personality clashes exist and to assist integrating employees back into the workplace after a disciplinary incident has occurred. Mediation will be facilitated by an internal or external mediator and your agreement to mediation will be obtained beforehand in all cases.

10.6 The Appeals Procedure

You have the right to appeal against any formal disciplinary action taken against you. If you wish to exercise this right, you must appeal within 5 working days of the disciplinary sanction being communicated to you. You will be informed of the person that you should appeal to. Your appeal must be in writing to the nominated person not involved in the original disciplinary decision, giving specific details of why the disciplinary sanction imposed is too severe, unfair or inappropriate in the circumstances. You must also state the redress you are seeking.

A meeting will normally be arranged with the nominated person hearing your appeal within 10 working days of the Company receiving your appeal in writing. You have the right to be accompanied by a fellow worker of your choice or a Trade Union Official at the meeting.

You are expected to make all reasonable efforts to attend the appeal meeting however, the Company will rearrange the meeting should you provide a justifiable reason why you cannot attend and provide as much notice as possible. The meeting will only be rearranged on one occasion and will take place within 5 working days from the original meeting date.

The appeal hearing will allow for consideration and comment on your appeal points or a complete re-hearing and for the previous decision to be either upheld or overturned as appropriate. You will then be informed of the decision in writing within 5 working days of the appeal meeting. This decision will be final.

10.7 Additional Notes

- The above timescales are provided as a guide only and it may not always be possible to work within them due to the availability of relevant employees. Where response timescales cannot be met then you will be given a reason for the delay and be told when a response can be expected.
- In special circumstances the Company reserves the right to extend the time limits of disciplinary warnings, issue warnings with a longer time period or add an addendum to the original warning. In these instances the employee will be informed of the reason for this.
- Where deemed appropriate or where a relevant person is absent or unavailable to deal with a disciplinary situation or appeal or in exceptional circumstances, the Company may nominate an alternative person, including an external consultant, with suitable authority to undertake the duties of that person.
- The Company reserves the right during appeal meetings to request the presence of the disciplining officer where they feel that it is appropriate and it will benefit the appeal process.
- During any meeting, the Company reserves the right to use the facility of a tape recorder or other forms of electronic recording devices to assist in accurate note taking. Your consent will be obtained in these cases.
- In the event of a member of staff being suspected of a criminal offence connected with employment, the Company reserves the right to refer the case to the Police.

11. GRIEVANCE POLICY & PROCEDURE

11.1 Purpose

It is the Company's aim to ensure that employees with a grievance relating to their employment can use a procedure which can help to resolve grievances as close to its point of origin, as quickly and as fairly as possible.

The recognised procedure is provided to establish where there are grounds of complaint and take positive action to resolve real and identified grievances.

This procedure applies to both individual and collective grievances, in the case of a collective issue a spokesperson should be nominated to represent the group of employees concerned.

Separate policies exist which cover Equal Opportunities and Dignity at Work (Harassment & Bullying) which detail further information about handling sensitive situations.

11.2 Principals

It is the Company's intention that:

- All employees, irrespective of length of service, have the right to raise an issue or a complaint about any aspect of their employment.
- The matter will be fully investigated and will be dealt with indiscriminately, fairly and consistently.
- During each formal stage of the procedure employees will be invited to attend a meeting to discuss their grievance, at which they are entitled to be accompanied by a fellow worker of your choice or a Trade Union Official at the meeting.
- Employees have the right of appeal, usually to an impartial and more senior Manager with regards to the outcome.

11.3 Procedure

Stage 1 - INFORMAL DISCUSSION

If you have a grievance about your employment you should discuss it informally with your Manager. We hope that the majority of concerns will be resolved at this stage, however, if you feel uncomfortable approaching your Manager or your grievance centres on your Manager, you should bypass stage 1 of this procedure and proceed directly to Stage 2.

Stage 2 – FORMAL GRIEVANCE

If the matter is not resolved through informal discussion or you bypassed stage one because of one of the reasons outlined above, then you may put your grievance in writing to a more senior Manager within 5 working days.

To avoid confusion, this written statement should be headed “formal grievance”. It will form the basis of the subsequent hearing and investigations and should therefore set out clearly the nature of your grievance and indicate the outcome you are seeking. If your grievance is unclear you may be asked to clarify your complaint before any meeting takes place.

You will be entitled to have a meeting with this person to discuss the matter. This meeting will normally take place within 5 days of receiving your written grievance. You may be accompanied at this meeting by a fellow worker of your choice or by a Trade Union Official.

For the purpose of clarity your elected accompanying person can address the hearing and confer with you throughout the hearing, but not answer questions on your behalf unless this is agreed by the manager hearing the grievance.

While you will be given every opportunity to explain your case fully you should confine your explanation to matters that are directly relevant to your complaint.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform the person hearing your grievance as soon as possible. If you fail to attend without explanation the hearing may take place in your absence.

Upon having heard your grievance, the person hearing your grievance will carry out the necessary investigations and provide you with the outcome in writing, normally, within 5 working days of the meeting.

Stage 3 – APPEAL

If the matter is still not resolved to your satisfaction, then you may appeal in writing within 5 working days. You will have been informed of the person who you are required to appeal to in earlier correspondence.

To avoid confusion, this should be headed “grievance appeal”. It will form the basis of the subsequent appeal hearing and investigations and should therefore set out clearly the nature of your appeal indicating the outcome you are seeking. If the points of your appeal are unclear you may be asked to clarify your complaint before any meeting takes place.

You will be entitled to have a meeting with this person to discuss the matter. This meeting will normally take place within 10 days of receiving your written grievance appeal. You may be accompanied at this meeting by a fellow worker of your choice or by a Trade Union Official.

The appeal is not a re-hearing of the original grievance but rather a consideration of the specific areas with which you are dissatisfied in relation to the original grievance. The person conducting the appeal may therefore confine discussions to those specific areas rather than re-consider the whole matter afresh.

You should ensure that you attend the appeal meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform the person hearing your grievance appeal as soon as possible. If you fail to attend without explanation the appeal meeting may take place in your absence.

Upon having heard your grievance appeal, the person hearing it will carry out the necessary investigations and provide you with the outcome in writing, normally, within 5 working days of the meeting.

This decision is final.

11.4 Mediation

Mediation is an informal way of sorting out disagreements or disputes in the workplace which can, in some cases, avoid the need to use more formal procedures. Mediation involves a neutral third person working with those in disagreement or dispute to help them reach an agreement that will sort out their problems. It is a confidential and voluntary process. The Company will consider the use of mediation either as an alternative to formal action or to complement it. Mediation can be particularly useful in cases where allegations of bullying have been made, personality clashes exist and to assist integrating employees back into the workplace after an incident has occurred. Mediation will be facilitated by an internal or external mediator and your agreement to mediation will be obtained beforehand in all cases.

11.5 Former Employees

If you resign and your resignation hints that you may have a grievance you are reminded that the Company requires that you follow the above prescribed Grievance Procedure. If you do not take action, then it will be assumed that you have chosen not to pursue any such grievance.

Grievances may also be raised by former employees up to 3 months after their employment has ended. In this case, the grievance procedure set out above will continue to apply. However, if the complaint relates to a dismissal decision, you should not invoke the grievance procedure but should instead appeal against that decision in accordance with the appeal procedure with which you will have been provided.

11.6 Additional Notes

- The above timescales are provided as a guide only and it may not always be possible to work within them due to the availability of relevant employees. Where response timescales cannot be met then you will be given a reason for the delay and be told when a response can be expected.
- Where deemed appropriate or where a relevant person is absent or unavailable to deal with a grievance situation or appeal or in exceptional circumstances, the Company may nominate an alternative person, including an external consultant, with suitable authority to undertake the duties of that person.
- The Company reserves the right during appeal meetings to request the presence of the grievance hearing officer where they feel that it is appropriate and it will benefit the appeal process.

- During any meeting, the Company reserves the right to use the facility of a tape recorder or other forms of electronic recording devices to assist in accurate note taking. Your consent will be obtained in these cases.
- In the event of a member of staff being suspected of a criminal offence connected with employment, the Company reserves the right to refer the case to the Police.

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12. EQUAL OPPORTUNITIES POLICY

12.1 Purpose

We are an equal opportunities employer and are committed to a policy of treating all our employees and job applicants equally and ensuring that our workplace is free from unlawful and unfair discrimination on the grounds of colour, race, nationality, national origin, ethnic origin, caste, religion or belief, sex, sexual orientation, marital status, disability or age.

All employment decisions will be made without taking into account discriminatory factors.

Striving to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect is an important aspect of ensuring equal opportunities in employment. The Company has a separate Dignity at Work Policy which deals with these issues.

This policy is intended to assist us in putting this commitment into practice and its compliance will ensure that employees do not commit unlawful acts of discrimination.

Any breach of this policy by employees will be treated seriously. A single incident, if serious enough, may be classed as Gross Misconduct and result in summary dismissal.

12.2 The Legislation

It is unlawful to discriminate directly or indirectly in recruitment or employment on grounds of sex, gender reassignment, pregnancy, maternity, colour, race, nationality, ethnic or national origins, caste, sexual orientation or religion or belief, or because someone is married or is a civil partner. These are known as “protected characteristics”. It is unlawful to treat someone less favourably on grounds of disability than others without that disability are or would be treated, unless the less favourable treatment can be justified, or to fail to make reasonable adjustments to overcome barriers to employment caused by disability. It is unlawful to discriminate unjustifiably on grounds of age in relation to employment.

It is unlawful to discriminate directly or indirectly in the provision of goods, facilities or services to customers on grounds of sex (which may include gender reassignment), pregnancy, maternity, religion or belief, sexual orientation, colour, race, nationality, ethnic or national origins or caste. It is unlawful to discriminate, without justification, on grounds of disability or to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

Discrimination after employment may also be unlawful, for example: refusing to give a reference for a reason related to one of the protected characteristics. Some types of harassment or bullying will be unlawful discrimination.

It is unlawful to victimise someone because he or she has alleged unlawful discrimination or supported someone to make a complaint or given evidence in relation to a complaint.

12.3 Types of Discrimination

Direct discrimination occurs when someone is unjustifiably treated less favourably on the grounds of their sex, gender reassignment, pregnancy, maternity, colour, race, nationality, ethnic or national origins, caste, sexual orientation or religion or belief, or because someone is married or is a civil partner, disability or age. In limited circumstances, direct discrimination may be lawful where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim. An example of direct sex discrimination would be refusing to employ a woman because she was pregnant.

Indirect Discrimination occurs when an unjustified provision, condition or practice is imposed which one group of people find more difficult to satisfy than another and it places the individual at a disadvantage. An example of indirect sex discrimination could be requiring everyone to work full time unless there is a good reason, unrelated to sex, as to why the particular job has to be done on a full-time basis, since requiring everyone to work full time will normally adversely affect a higher proportion of women than men.

Harassment is where there is unwanted conduct relating to sex, gender reassignment, colour, race, nationality, ethnic or national origins, caste, sexual orientation or religion or belief, or, disability or age, (other than marriage and civil partnership, and pregnancy and maternity) which has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person, or is reasonably considered by that person to have the effect of violating his or her dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for him or her, even if this effect was not intended by the person responsible for the conduct.

Associative Discrimination is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (although it does not cover harassment because of marriage and civil partnership, and pregnancy and maternity).

Perceptive Discrimination is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

Third-party Harassment occurs where an employee is harassed and the harassment is related to a protected characteristic (other than marriage and civil partnership, and pregnancy and maternity), by third parties such as clients or customers. For an employer to be liable;

- The harassment must have occurred on at least two previous occasions (although not necessarily by the same harasser or suffering the same type of harassment);
- it must be aware that the previous harassment has taken place; and
- it must have failed to take reasonable steps to prevent harassment from happening again.

Failure to make reasonable adjustments is where arrangements disadvantage an individual because of a disability and reasonable adjustments are not made to overcome the disadvantage.

Victimisation is where someone is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he or she is suspected of doing so. However, an employee is not protected from victimisation if he or she acted maliciously or made or supported an untrue complaint. There is no longer a need for a complainant to compare his or her treatment with someone who has not made or supported a complaint under the Equality Act 2010. For example, if a blind employee raises a grievance that the employer is not complying with its duty to make reasonable adjustments, and is then systematically excluded from all meetings, such behaviour could amount to victimisation.

12.4 Equal Opportunities in Employment

The Company will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

Job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

The Company will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and we will refuse such requests only if we have good reasons, unrelated to any discriminatory factors. We will comply with our obligations in relation to statutory requests for contract variations and will also make reasonable adjustments to standard working practices to overcome barriers caused by disability.

We will not discriminate in the selection of employees for recruitment or promotion, but the Company may use appropriate lawful methods, including lawful positive action, to address the under-representation of any group which the Company identifies as being underrepresented in particular types of job.

12.5 Dignity at Work

The Company has a separate dignity at work policy concerning issues of bullying and harassment on any ground and how complaints of this type will be dealt with.

12.6 Customers, Suppliers, Visitors and Others

The Company will not discriminate unlawfully against customers, suppliers, visitors or others using or seeking to use goods, facilities or services provided by us. Employees should report any bullying or harassment by customers, suppliers, visitors or others to their manager who will take appropriate action.

12.7 Training

We will provide information to all employees regarding Equal Opportunities and provide guidance and training to Managers and others likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise.

12.8 Your Responsibilities

Every employee is required to assist the Company to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

Employees can be held personally liable as well as, or instead of, the Company for any act of unlawful discrimination and in serious instances, may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against employees, patients or customers are disciplinary offences and will be dealt with under the Company's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

12.9 Grievances

If you consider that you may have been unlawfully discriminated against, you may use the Company's Grievance Procedure to make a complaint. If your complaint involves bullying or harassment, the grievance procedure is modified as set out in the Dignity at Work Policy.

The Company will take any complaint seriously and will seek to resolve any grievance which it upholds. You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

12.10 Monitoring

This policy will be monitored periodically to judge its effectiveness and will be updated in accordance with changes to employment law.

Information provided by job applicants and employees for monitoring purposes will be used only for these purposes and will be dealt with in accordance with the General Data Protection Regulations.

13. DIGNITY AT WORK POLICY

13.1 Purpose

The Company is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect.

Harassment and bullying can have very serious consequences for individuals and the Company. It can make people unhappy, may cause them stress and affect their health, family and social relationships, may affect their work performance and could cause them to leave their job. Severe cases of harassment and bullying can even lead to mental illness. Effects on the Company can include loss of morale, poor work performance, increased turnover of staff and damage to our reputation. Employees found guilty of harassment or bullying may face disciplinary penalties, up to and including dismissal and serious instances of harassment may result in a criminal offence.

The Company will not tolerate bullying and harassment of any kind. All allegations of bullying and harassment will be investigated and, if appropriate, disciplinary action will be taken.

We will also not tolerate victimisation of a person for making allegations of bullying or harassment in good faith or supporting someone to make such a complaint. Victimisation is a disciplinary offence.

13.2 Scope

This policy covers bullying and harassment of and by: managers, employees, contractors, agency staff and anyone else engaged to work for the Company.

If the complainant or alleged harasser is not directly employed by the Company for example: if the worker's contract is with an agency, this policy will apply with any necessary modifications such as that the Company could not dismiss the worker but would instead require the agency to remove the worker, if appropriate, after sufficient investigations.

The policy covers bullying and harassment in the workplace and in any work-related setting outside the workplace, for example: business trips and work-related social events.

The policy does not cover bullying or harassment by customers, suppliers, vendors or visitors and, in these cases, employees should report any such behaviour to their Manager who will take appropriate action. Bullying or harassment of customers, suppliers, vendors or visitors or others will be dealt with through the disciplinary procedure.

13.3 What is Bullying and Harassment?

Bullying is offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power which is meant to undermine, humiliate or injure the person on the receiving end.

Harassment is unwanted conduct related to sex, gender reassignment, race or ethnic or national origins, caste, disability, sexual orientation, religion or belief, age or any other personal characteristic which:

- Has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or
- is reasonably considered by that person to have the effect of violating his or her dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for him or her, even if this effect was not intended by the person responsible for the conduct.

Conduct may be harassment whether or not the person behaving in that way intends to offend. Something intended as a "joke" may offend another person. Different people find different things acceptable. Everyone has the right to decide what behaviour is acceptable to him or her and to have his or her feelings respected by others. Behaviour which any reasonable person would realise to be likely to offend will be harassment without the recipient having to make it clear in advance that behaviour of that type is not acceptable to him or her, for example, sexual touching. It may not be so clear in advance that some other forms of behaviour would be unwelcome to, or could offend, a particular person, for example, certain "banter", flirting or asking someone for a private drink after work. In these cases, first-time conduct which unintentionally causes offence will not be harassment, but it will become harassment if the conduct continues after the recipient has made it clear, by words or conduct, that such behaviour is unacceptable to him or her.

Harassment may also occur where a person engages in unwanted conduct towards another because he or she perceives that the recipient has a protected characteristic (for example, a perception that he or she is gay or disabled), when the recipient does not, in fact, have that protected characteristic. For example, it would be harassment for an individual to tease repeatedly an individual because of an incorrect belief that the recipient is deaf. Similarly, harassment could take place where an individual is bullied or harassed because of another person with whom the individual is connected or associated, for example if his or her child is disabled, wife is pregnant or friend is a devout Christian.

Harassment also includes circumstances where an individual is subject to unwanted conduct from a third party, such as a client or customer. For example, it might be that a client makes a series of racist remarks to a black employee. If an employee feels that he or she has been bullied or harassed by customers, suppliers, vendors or visitors, he or she should report such behavior to their Manager who will take appropriate action. Bullying or harassment of customers, suppliers, vendors, visitors or others will be dealt with through the disciplinary procedure.

A single incident can be harassment if it is sufficiently serious.

All bullying and harassment is misconduct and is a disciplinary offence which will be dealt with under the Company's disciplinary policy. Bullying or harassment will often be gross misconduct which can lead to dismissal without notice.

Some bullying or harassment will constitute unlawful discrimination, for example: if it relates to a person's sex, gender reassignment, race, religion or belief, caste, sexual orientation or disability. Harassment on the grounds of age is also unlawful.

Serious bullying or harassment may amount to other civil or criminal offences, for example civil or criminal offences under the Protection from Harassment Act 1997 and criminal offences of assault.

13.4 Examples of Bullying and Harassment

Bullying and harassment may be misconduct which is physical, verbal or non-verbal, for example: by letter or e-mail. Examples of unacceptable behaviour that are covered by this policy include (but are not limited to) the following:

- physical conduct ranging from unwelcome touching to serious assault;
- unwelcome sexual advances;
- the offer of rewards for going along with sexual advances, e.g. promotion, access to training;
- threats for rejecting sexual advances, e.g. suggestions that refusing advances will adversely affect the employee's employment, evaluation, pay, advances, assigned work, or any other condition of employment or career development;
- demeaning comments about a person's appearance;
- unwelcome jokes or comments of a sexual or racial nature or about an individual's age, disability, sexual orientation or religion;
- questions about a person's sex life;
- unwanted nicknames related to a person's age, race or disability;
- the use of obscene gestures;
- excluding an individual because he or she is associated or connected with someone with a protected characteristic, for example: his/her child is gay, spouse is black or parent is disabled;
- ignoring an individual because he/she is perceived to have a protected characteristic when he or she does not, in fact, have the protected characteristic, for example: an employee is thought to be Jewish, or is perceived to be transsexual;
- the open display of pictures or objects with sexual or racial overtones, even if not directed at any particular person, e.g. magazines, calendars or pin-ups;
- spreading malicious rumors or insulting someone;
- picking on someone or setting him or her up to fail;
- making threats or comments about someone's job security without good reason;
- ridiculing someone;
- isolation or non-cooperation at work; and
- excluding someone from social activities.

13.5 Victimisation

Victimisation is treating someone less favorably than others because he or she has, in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing him or her or someone else, or supported someone to make a complaint or given evidence in relation to a complaint. This would include isolating someone because he or she has made a complaint or giving him or her worse work.

Provided that you act in good faith, i.e: you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint of bullying or harassment and the Company will take appropriate action to deal with any alleged victimisation, which may include disciplinary action against anyone found to have victimised you.

Making a complaint which you know to be untrue, or giving evidence which, you know to be untrue, may lead to disciplinary action being taken against you.

13.6 What to do if You are Being Bullied or Harassed.

You may be able to sort out matters informally. The person may not know that his or her behaviour is unwelcome or upsetting. An informal discussion may help them to understand the effects of their behaviour and agree to change it. You may feel able to approach the person yourself, or with the help of a manager or another employee. Alternatively, an initial approach could be made on your behalf by one of these people. You should tell the person what behaviour you find offensive and unwelcome and say that you would like it to stop immediately. You may want to add that, if the behaviour continues, you intend to make a formal complaint to your Manager. You should keep a note of the date and what was said and done. This will be useful evidence if the unacceptable behaviour continues and you wish to make a formal complaint.

If an informal approach does not resolve matters, or you think the situation is too serious to be dealt with informally, you can make a formal complaint by using the grievance procedure.

In very serious cases, a criminal offence may have been committed and you may wish to report matters to the police. Your Manager can arrange for someone to accompany you to make a complaint to the police.

All complaints will be investigated promptly and, if appropriate, disciplinary proceedings will be brought against the alleged harasser. You will have the right to be accompanied by a work colleague of your choice at any meeting dealing with your grievance. You will be kept informed of the general progress of the process of investigation and the outcome of any disciplinary proceedings. We will decide on a balance of probabilities, after considering all available evidence, whether harassment or bullying has occurred.

The Company will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations will normally require limited disclosure on a "need to know" basis. For example, your identity and the nature of the allegations must be revealed to the person you are complaining about, so that they are able to respond to the allegations. Some details may also have to be given to potential witnesses but the importance of confidentiality will be emphasised to them.

Wherever possible, we will try to ensure that you and the alleged harasser are not required to work together whilst the complaint is under investigation. This could involve giving you the option of remaining home on special leave, if you wish. In a serious case, the alleged harasser may be suspended whilst investigation and any disciplinary proceedings are underway.

If your complaint is upheld, and the person found to have bullied or harassed you remains in employment, every effort will be made to ensure, if possible, that, if you do not wish to, you do not have to continue to work alongside the harasser. We will discuss the options with you. These may include the transfer of the harasser or, if you wish, you may be able to transfer to another post.

If your complaint is not upheld, your Manager will support you, the alleged harasser in making arrangements for you both to continue or resume working together and to help repair working relationships. Your Manager may consider the use of an internal or external mediator in these circumstances. Where possible, the Company may consider making arrangements to avoid you and the alleged harasser having to continue to work alongside each other, if either of you do not wish to do this.

You have a right not to be victimised for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint which you know to be untrue may lead to disciplinary action being taken against you.

Some types of bullying or harassment may constitute unlawful discrimination and may be given rise to the possibility of other civil claims or criminal proceedings.

13.7 Your Responsibilities

We all have a responsibility to help create and maintain a work environment free of bullying and harassment. You can help to do this by:

- being aware of how your own behaviour may affect others and changing it, if necessary - you can still cause offence even if you are "only joking";
- treating your colleagues with dignity and respect;
- taking a stand if you think inappropriate jokes or comments are being made;
- making it clear to others when you find their behaviour unacceptable, unless it should be obvious in advance that this would be the case;
- intervening, if possible, to stop harassment or bullying and giving support to recipients;
- making it clear that you find harassment and bullying unacceptable;
- reporting harassment or bullying to your Line Manager and supporting the Company in the investigation of complaints; and
- if a complaint of harassment or bullying is made, not prejudging or victimising the complainant or alleged harasser.

Managers have a particular responsibility to:

- set a good example by their own behaviour;
- ensure that there is a supportive working environment;
- make sure that staff know what standards of behaviour are expected of them;
- intervene to stop bullying or harassment; and
- report promptly to their Line Manager any complaint of bullying or harassment, or any incident of bullying or harassment witnessed by them.

13.8 If You are Accused of Bullying or Harassment.

If someone approaches you informally about your behaviour, do not dismiss the complaint out of hand because you were only joking or think the complainant is being too sensitive. Remember that different people find different things acceptable and everyone has the right to decide what behaviour is acceptable to him or her and to have his or her feelings respected by others. You may have offended someone without intending to. If that is the case, the person concerned may be content with an explanation and an apology from you and an assurance that you will be careful in future not to behave in a way that you now know may cause offence. Provided that you do not repeat the behaviour which has caused offence that may well be the end of the matter.

If a formal complaint is made about your behaviour, this will be fully investigated and the Company may bring disciplinary proceedings, if appropriate. The disciplinary procedure will be followed and you will have the rights set out in that procedure. You will have the right to be informed of the allegations against you and to put your side of the story and to be accompanied to meetings by a work colleague of your choice. The procedure will be implemented at the appropriate stage for the seriousness of the allegation. Complaints of bullying and harassment will often be allegations of gross misconduct which, if proved, could lead to dismissal without notice.

The Company will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations and future management of risk, if complaints are upheld, will normally require limited disclosure on a "need to know" basis. For example, some details may have to be given to potential witnesses but the importance of confidentiality will be emphasised to them.

Wherever possible, the Company will try to ensure that you and the complainant are not required to work together whilst the complaint is under investigation. If the allegation is of gross misconduct, you may be suspended on full pay during the investigation and, if a disciplinary hearing is to be called, until disciplinary proceedings have been concluded.

If the complaint against you is upheld, on a balance of probabilities, a disciplinary penalty may be imposed up to and including dismissal, having regard to the seriousness of the offence and all relevant circumstances. If the complaint is upheld, but you are not dismissed, the decision could be made to transfer you to another post.

If a complaint is made against you which is not upheld and the Company has good grounds for believing that the complaint was not made in good faith, disciplinary action will be taken against the person making the false complaint.

You must not victimise a person who has made a complaint in good faith against you or anyone who has supported him or her in making the complaint or given evidence in relation to such a complaint. Disciplinary action will be taken against you if the Company has good reason to think that you may have victimised the complainant or someone else.

If the complaint against you is not upheld, support will be offered to you, the complainant and your Manager in making arrangements for you both to continue or resume working and to help repair working relationships. The Company will consider making arrangements to avoid you and the complainant having to continue to work alongside each other, if either of you do not wish to do this.

Some types of bullying or harassment may constitute unlawful discrimination and allegations may give rise to the possibility of other civil claims or criminal proceedings against you, which would proceed independently of the Company's disciplinary proceedings. You could be personally liable to pay compensation to the complainant if a successful claim in the employment tribunal or other courts was brought against you and criminal proceedings could lead to conviction and criminal penalties.

13.9 Training

We will provide information to all employees and others engaged to work at the Company to help them understand their rights and responsibilities under this policy and what they can do to help create a working environment free of bullying and harassment. We will provide additional guidance and training to managers to enable them to deal more effectively with complaints of bullying and harassment.

13.10 Monitoring

The Company will review the outcomes of cases where complaints of bullying and harassment have been made to check that the proper procedures have been followed and to identify any points that can be learned from those cases and implement any necessary changes.

We will update the policy in line with our findings and in accordance with changes to employment law. Information provided by employees for monitoring purposes will be used only for these purposes and will be dealt with in accordance with the General Data Protection Regulations.

14. IT & ELECTRONIC EQUIPMENT POLICY

14.1 Purpose & Scope

To better the performance of your duties, the Company may provide you with access to any of the following equipment/facilities (This list is not exhaustive);

- Computers
- Laptops
- Electronic Notebooks
- Tablets/Palmtops/handheld computers
- Mobile Telephones
- Land Line Telephones
- E-Mail
- Internet
- Access to social media sites
- Camera, Camcorder or similar device
- Tape or sound recording device
- Data sticks/Memory USB's or any other storage media.

If used appropriately, these facilitate and improve communication; however, their misuse can cause many problems, ranging from minor distractions to legal claims against the Company.

This policy clearly sets out the guidelines and rules in relation to the correct use of the above Company issued equipment/facilities and is not intended to provide any guidance in relation to items which personally belong to individuals.

If it is believed that an employee has breached this Policy, the disciplinary procedure may be instigated. If sufficiently serious, a single incident can amount to serious breach of Company Policy and will be treated as gross misconduct which may lead to summary dismissal.

14.2 Authorised Use

Under no circumstances may you use any of the Company issued equipment/facilities without prior authorisation from your Manager.

The Company reserves the right to deny or remove any of the above equipment/facilities from you.

Use of the above equipment and systems are available primarily for matters directly concerned with the business of the Company and therefore, it is not usual that they should be used for personal use. Any personal use must be prior authorised by your Manager.

14.3 Unauthorised Use

The Company will not tolerate the use of the above equipment/facilities for any of the following:

1. Any message that could contravene the Company's Equal Opportunities Policy or Dignity at Work Policy.
2. Personal use where your Manager's prior authorisation has not been obtained and/or where the extent of the use becomes disruptive to the Company's business and performance of the employee involved is affected or the cost to the business is deemed unacceptable.
3. Subscriptions to mailing lists unless it is for a work-related purpose and authorised by your Manager.
4. Any activity which damages the reputation of the Company and/or breaches commercial confidentiality.
5. On-line gambling
6. Any form of fraudulent activity
7. Accessing, storing and/or distributing illegal, defamatory, obscene, hateful or pornographic material
8. Downloading or distributing copyright information and/or any software available to the user
9. Communicating confidential information about the Company, other employees or its customers or suppliers
10. Hacking into unauthorised areas or unauthorised use of passwords
11. Knowingly introducing viruses
12. Any activity which is inconsistent with the Company's Social Networking Policy.

14.4 Monitoring

The Company reserves the right to monitor employees' use of equipment/facilities both during routine audits of the systems and in specific cases where a problem relating to excessive or unauthorised use (as described above) is suspected.

In using Company issued equipment/facilities you consent to the Company accessing, retaining, monitoring, modifying, recording and/or deleting any data or communication on any such equipment/facility. In this respect, you have no expectation of privacy.

The Company reserves the right to retain information that it has gathered on employees of Company issued equipment/facilities for a period of one year.

14.5 Access & Passwords

Access to information on Company issued equipment/facilities is controlled by individuals or through authorised password protection only.

If you are issued with a password to protect access to any Company issued equipment/facility then you are strictly prohibited from disclosing this to any other person other than your Manager.

Abuse of unnecessary password protection, fraudulently attempting to gain access to protected information or disclosing a password to an unauthorised person would constitute gross misconduct and may lead to summary dismissal.

14.6 Computer Software & Viruses

The Company's computer system makes it vulnerable to viruses. Therefore, only authorised IT personnel have the authority to load new software onto the network system. Even then, software may be loaded only after having been checked for viruses. This software must be legal and not pirated.

You must not attempt to amend, experiment with, or otherwise corrupt any of the databases, files or programmes which are held on any of the Company's computers, diskettes, tapes or any other storage media.

Attachments to e-mail can contain viruses. You should be wary of attachments from unknown sources, if in doubt, do not open the attachment.

You should not download material from any website unless you are sure that it is a reputable source and does not carry the risk of viruses.

14.7 Safe Storage of Mobile Electronic Devices

It is expected that the majority of electronic devices would be retained, at all times, on Company premises however; the Company appreciates that there may be times when certain mobile devices are taken off premises legitimately.

In such circumstances, you are personally responsible for the safekeeping of the device(s) and any data contained within them.

It is strictly prohibited to leave any electronic device unattended unless it is deemed to be secure; including not leaving any electronic devices in vehicles at any time.

If electronic devices are lost or stolen whilst off site and in your care you are required to report this immediately to your Manager. In cases of gross carelessness or negligence the Company reserves the right to make a lawful deduction from earnings and/or instigate disciplinary proceedings.

14.8 Social Networking

The Company acknowledges and encourages the use of professional social networking websites such as LinkedIn, etc, during work hours for the purposes of generating customers, clients, contacts, connections and indeed candidates.

The nature of such websites means that the web account usually belongs to the employee and not the employer which the Company acknowledges and accepts, however, when using these websites for business purposes, during working hours or when identifying yourself as associated with the Company, you are expected at all times to remain professional when using the professional social networking sites.

However, it is a strict Company rule that any potential or actual customers, clients, contacts, connections or candidates that are generated through the use of social networking sites during working hours must be transferred to the Company's central database immediately.

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Upon leaving the Company, all employees must surrender any potential or actual customers, clients, contacts, connections or candidates that have been generated through the use of social networking sites during working hours during their employment with the Company.

The Company also recognises that many employees access and participate in social networking on websites such as but not limited to Facebook, Twitter, Instagram, etc. Where such websites are being accessed, the following information is provided to outline the responsibilities of employees using them.

The Company respects your right to a private life; however, the Company must also ensure that confidentiality and its reputation are protected. It therefore requires employees using social networking websites to:

- refrain from identifying themselves as working for the Company;
- ensure that they do not conduct themselves in a way that is detrimental to the Company; and
- take care not to allow their interaction on these websites to damage working relationships between members of staff, members of the Company and customers and suppliers of the Company.

The Company may, if appropriate, instigate disciplinary action if the above policy is breached.

15. SECURITY

15.1 Personal Belongings

In the interest of security the Company recommends that employees do not bring valuable items on to the Company's premises.

The Company does not accept liability for the loss of any personal items whilst on Company premises nor will payment be made for stolen or damaged personal property.

Theft or damage to either Company property or property belonging to another employee would constitute gross misconduct and may lead to summary dismissal.

Should you lose any keys to Company property you should report this immediately to your Manager.

15.2 Searches

The Company reserves the right to undertake searches of your person, personal belongings being carried by you, your locker or your vehicle at any time whilst on Company premises.

This is to protect the Company and its workers from illegal activities such as theft or the possession of illegal substances etc.

You are advised that a search does not necessarily indicate that you are under any suspicion of wrongdoing.

Should you refuse a search you will be asked to justify your reasons for doing so and the Company will have no other alternative but to make decisions based on the limited information available.

During any search, you will be accompanied by a third party and all searches carried out of your person will be carried out by someone of the same sex in a private room.

Should any items of concern be found without reasonable explanation then you may be subject to the disciplinary procedure and may lead to your dismissal. The Company reserves the right to call the police at any stage.

15.3 CCTV & Surveillance

You should be aware that there are a number of CCTV cameras in operation in various locations which are clearly visible.

The aim of the CCTV cameras is to ensure that the Company maintains protection for employees, Company property and to maintain safe and secure premises.

You are informed that the cameras are active at all times and CCTV footage is reviewed regularly by Management.

You will be informed of any changes to the use of the CCTV system through the recognised communication channels.

For your reassurance, CCTV cameras are not located in personal areas such as toilets, wash rooms, changing rooms etc.

In exceptional circumstances and when it is suspected that acts of gross misconduct are or have taken place, the Company may on occasion use a third party to undertake surveillance activities on and off Company premises. Any information or evidence gathered in this manner may be used as part of the disciplinary procedure.

15.4 Voice Recording

The Company may wish to use voice recording facilities i.e: Dictaphones or mobile telephones, in formal meetings for note taking purposes as this increases the accuracy of the record.

Whenever a voice recording facility is intended to be used by the Company the participants of the meeting will be made aware and will be asked to provide their consent. If you refuse to give your consent this will be respected and traditional hand written notes will be made as an alternative.

Employees are strictly not permitted to use voice recording facilities without the knowledge and/or expressed consent of all participants present in the meeting.

A failure to gain consent to voice recording will amount to the recording being taken covertly and may be classed as gross misconduct for which you may be summarily dismissed.

15.5 Statements to the Media & Publications

Any statements to reporters from newspapers, radio, television or any other form of media must only be given by a Director.

You must not publish or submit for publication any letter or article or book relating directly or indirectly to the business or affairs of the Company without first obtaining written consent from a Director.

15.6 Disclosures of Wrongdoing – Whistle Blowing

Under certain circumstances, employees have legal protection if they make disclosures about their organisation. These employees are commonly referred to as 'whistle blowers'. An example of whistle blowing is when an employee, who believes that their employer is disposing toxic waste illegally, may have 'blown the whistle' directly to the press or television, perhaps because of concern for the environment, a belief that the organisation would attempt a 'cover-up' if asked to stop, or for financial gain.

Employees who blow the whistle are often treated detrimentally by their employer which can discourage them from whistle blowing even where such action would be for the good of the public. Therefore, legislation has been designed to protect employees from suffering any detriment or termination of employment for whistle blowing.

A wrongdoing is any of the following:-

- A **criminal offence** has been or is likely to be committed.
- A person has failed, is failing or is likely to fail to **comply with a legal obligation**.
- A **miscarriage of justice** has happened, is happening or is likely to happen.
- The **health and safety of an individual** has been, is being or is likely to be damaged.
- **Damage to the environment** has occurred, is occurring or is likely to occur.
- **Information showing any of the above** has been is being or is likely to be deliberately concealed.

The Procedure

If you become aware of a wrongdoing at work please inform a Director. Any information disclosed in this manner will be received in absolute confidence and will be promptly investigated to deal with any potential wrongdoing.

If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department etc.

The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle blowing' and we take very seriously any concerns which you may raise under this legislation.

If your concern relates to your employment, you should use the Grievance Procedure.

We encourage you to use the procedure if you are concerned about any wrong doing at work, however, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then you may be liable to disciplinary action, including dismissal.

15.7 Anti Bribery Policy

15.7.1 Scope

This policy applies to all employees and officers of the Company and to temporary workers, consultants, contractors, agents and subsidiaries acting for, or on behalf of, the Company ("associated persons") within the UK and overseas.

The Company is committed to the highest standards of ethical conduct and integrity in its business activities in the UK and overseas. As such, this policy outlines the Company's position on preventing and prohibiting bribery, in accordance with the Bribery Act 2010.

The Company will not tolerate any form of bribery and will take the necessary disciplinary action including dismissal for founded breaches of this Policy.

15.7.2 Definition Of A Bribe

Under the Bribery Act 2010, a bribe is defined as:

“ A financial or other type of advantage that is offered or requested with the intention of inducing or rewarding improper performance of a function or activity with the knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity”

The Company prohibits you from offering, promising, giving, soliciting or accepting any bribe. The bribe might be cash, a gift or other inducement to, or from, any person or Company, whether a public or government official, official of a state-controlled industry, political party or a private person or Company, regardless of whether the employee or associated person is situated in the UK or overseas. The bribe might be made to ensure that a person or Company improperly performs duties or functions (for example, by not acting impartially or in good faith or in accordance with their position of trust) to gain any commercial, contractual or regulatory advantage for the Company in either obtaining or maintaining Company business, or to gain any personal advantage, financial or otherwise, for the individual or anyone connected with the individual.

This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors, sub-contractors, agents, sub-agents, sponsors or sub-sponsors, joint-venture partners, advisors, customers, suppliers or other third parties.

This prohibition also includes facilitation payments which are payments made to government officials for carrying out or speeding up routine procedures. They are more common overseas. Facilitation payments are distinct from an official, publicly available fast-track process.

Employees and associated persons conducting business on behalf of the Company outside the UK may be at greater risk of being exposed to bribery or unethical business conduct than UK-based employees and so if this applies to you, then you owe a duty to the Company to be extra vigilant when conducting international business.

15.7.3 Corporate Entertainment, Hospitality & Gifts

The Company permits corporate entertainment, gifts, hospitality and promotional expenditure that is undertaken within the UK or overseas for the purposes of establishing or maintaining good business relationships; to improve the image and reputation of the Company; or to present the Company's goods/services effectively. However; it must be demonstrated that the activity has been arranged in good faith and not offered, promised or accepted to secure an advantage for the Company or to influence the impartiality of the recipient.

The Company will only authorise reasonable, appropriate and proportionate entertainment and promotional expenditure in line with the above guidelines. You are required to submit requests for proposed hospitality and promotional expenditure well in advance of proposed dates to your Line Manager to gain authorisation for such expenditure. The Company will approve business entertainment proposals only if they demonstrate a clear business objective, are appropriate for the nature of the business relationship and do not breach this Policy.

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Any gifts, rewards or entertainment received from clients, public officials, suppliers or other business contacts should be reported immediately to your Line Manager. In certain circumstances, it may not be appropriate to retain such gifts and you may be instructed to return the gifts to the sender. As a general rule, small tokens of appreciation, such as flowers or a bottle of wine may be retained by you with your Line Managers approval.

If you wish to provide gift(s) to suppliers, clients or other business contacts, prior written approval from your Line Manager is required, together with details of the intended recipients, reasons for the gift and business objective. These will be authorised only in limited circumstances. You must supply records and receipts, in accordance with the Company's expenses policy.

The Company does not usually make donations to any political parties/charities. As such, you are not permitted to make any charitable and political donations to organisations on behalf of the Company without the agreement of your Line Manager.

15.7.4 Company Records

You are required to take particular care to ensure that all Company records are accurately maintained in relation to any contracts or business activities, including financial invoices and all payment transactions with clients, suppliers and public officials.

Due diligence should be undertaken by employees and associated persons prior to entering into any contract, arrangement or relationship with a potential supplier of services, agent, consultant or representative and should be carried out in line with our internal Company procedures.

You are required to keep accurate, detailed and up-to-date records of all corporate hospitality, entertainment or gifts accepted or offered.

15.7.5 Risk Management

The Company has established a risk management process to prevent, detect and prohibit bribery which it will conduct at regular intervals. Where relevant, the assessment will identify high risk projects and employees or officers of the Company who are in positions where they may be exposed to bribery.

The Company will:

- regularly communicate its anti-bribery measures to employees and associated persons and, if appropriate, will carry out training sessions regularly monitor "at risk" employees and associated persons;
- regularly communicate with "at risk" employees and associated persons;
- undertake extensive due diligence of third parties and associated persons; and
- communicate its zero-tolerance approach to bribery to third parties, including actual and prospective customers, suppliers and joint-venture partners.

15.7.6 Reporting Suspected Bribery

You are requested to assist the Company and to remain vigilant in preventing, detecting and reporting bribery and are encouraged to report any concerns that you may have to a Director of the Company at the earliest possible opportunity.

Issues that should be reported include (this list is not exhaustive):

- any suspected or actual attempts at bribery;
- concerns that other employees or associated persons may be being bribed; or
- concerns that other employees or associated persons may be bribing third parties, such as clients or government officials.
- close family, personal or business ties that a prospective agent, representative or joint-venture partner may have with government or corporate officials, directors or employees;
- a history of corruption in the country in which the business is being undertaken;
- requests for cash payments;
- requests for unusual payment arrangements, for example via a third party;
- requests for reimbursements of unsubstantiated or unusual expenses; or
- a lack of standard invoices and proper financial practices.

Any such reports will be thoroughly and promptly investigated by The Company in the strictest confidence.

Employees or associated persons who report instances of bribery in good faith will be supported by the Company. The Company will ensure that the individual is not subjected to detrimental treatment as a consequence of their report. Any instances of detrimental treatment by a fellow employee because an employee has made a report will be treated as a disciplinary offence. An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a manager, employees and associated persons should not agree to remain silent.

15.7.7 Consequences

The Company will fully investigate any reports of alleged or suspected bribery. Employees suspected of bribery may be suspended from their duties while the investigation is being carried out.

The Company will invoke its disciplinary procedures where any employee is suspected of bribery, and proven allegations may result in a finding of gross misconduct and summary dismissal. The Company may terminate the contracts of any associated persons, including consultants or other workers who act for, or on behalf of, the Company who are found to have breached this policy.

The Company may also report any matter to the relevant authorities, including the police and will provide all necessary assistance to the relevant authorities in any subsequent prosecution.

16. GENERAL DATA PROTECTION REGULATIONS

16.1 Employee Privacy Notice

Data controller: Datalaw Ltd

GDPR Compliance Person: Jayne Carter, Office Manager, Jayne.carter@datalaw.org

The company collects and processes personal data relating its employees to manage the employment relationship. The company is committed to being transparent about how it collects and uses that data and to meeting its data protection obligations.

What information does the company collect?

The company collects and processes a range of information about you. This includes:

- your name, address and contact details, including email address and telephone number, date of birth and gender;
- the terms and conditions of your employment;
- details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the company;
- information about your remuneration, including entitlement to benefits such as pensions or insurance cover;
- details of your bank account and national insurance number;
- information about your marital status, next of kin, dependants and emergency contacts;
- information about your nationality and entitlement to work in the UK;
- information about your criminal record;
- details of your schedule (days of work and working hours) and attendance at work;
- details of periods of leave taken by you, including annual leave, sickness absence, family leave and sabbaticals, and the reasons for the leave;
- details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;
- assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence;
- information about medical or health conditions, including whether or not you have a disability for which the company needs to make reasonable adjustments; and
- equal opportunities monitoring information, including information about your ethnic origin, sexual orientation, health and religion or belief.

The company may collect this information in a variety of ways. For example, data might be collected through application forms, CVs or resumes; obtained from your passport or other identity documents such as your driving licence; from forms completed by you at the start of or during employment (such as benefit nomination forms); from correspondence with you; or through interviews, meetings or other assessments.

In some cases, the company may collect personal data about you from third parties, such as references supplied by former employers, information from employment background check providers, information from credit reference agencies and information from criminal records checks permitted by law.

Data will be stored in a range of different places, including in your personnel file, in the company's HR management systems and in other IT systems (including the company's email system).

Why does the company process personal data?

The company needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract. For example, it needs to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer benefit, pension and insurance entitlements.

In some cases, the company needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check an employee's entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled.

In other cases, the company has a legitimate interest in processing personal data before, during and after the end of the employment relationship. Processing employee data allows the company to:

- run recruitment and promotion processes;
- maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights;
- operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace;
- operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes;
- operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled;
- obtain occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled;
- operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the company complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled;
- ensure effective general HR and business administration;
- provide references on request for current or former employees;
- respond to and defend against legal claims; and
- maintain and promote equality in the workplace.

Some special categories of personal data, such as information about health or medical conditions, is processed to carry out employment law obligations (such as those in relation to employees with disabilities).

Where the company processes other special categories of personal data, such as information about ethnic origin, sexual orientation, health or religion or belief, this is done for the purposes of equal opportunities monitoring.

Who has access to data?

Your information may be shared internally, including with [members of the HR and recruitment team (including payroll), your line manager, managers in the business area in which you work and IT staff if access to the data is necessary for performance of their roles.

The company shares your data with third parties in order to [obtain pre-employment references from other employers, obtain employment background checks from third-party providers and obtain necessary criminal records checks from the Disclosure and Barring Service. The company may also share your data with third parties in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements.

The company also shares your data with third parties that process data on its behalf, in connection with payroll, HR, the provision of benefits and the provision of occupational health services.

The company will not transfer your data to countries outside the European Economic Area.

How does the company protect data?

The company takes the security of your data seriously. The company has internal controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

Where the company engages third parties to process personal data on its behalf, they do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

For how long does the company keep data?

The company will hold your personal data for the duration of your employment. The periods for which your data is held after the end of employment are:

- Basic employment details (including role, start & leave date) – indefinitely
- Personnel Files & Employment Records – 2 years following end of employment
- Payroll information – 6 years + current
- Health & Safety records – indefinitely

Your rights

As a data subject, you have a number of rights. You can:

- access and obtain a copy of your data on request;
- require the company to change incorrect or incomplete data;
- require the company to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing; and
- object to the processing of your data where the company is relying on its legitimate interests as the legal ground for processing.

If you would like to exercise any of these rights, please contact Jayne Carter, Jayne.carter@datalaw.org.

If you believe that the company has not complied with your data protection rights, you can complain to the Information Commissioner.

What if you do not provide personal data?

You have some obligations under your employment contract to provide the company with data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide the company with data in order to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the UK and payment details, have to be provided to enable the company to enter a contract of employment with you. If you do not provide other information, this will hinder the company's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

Automated decision-making

Employment decisions are not based solely on automated decision-making.

16.2 Data Protection Policy

The company is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations.

This policy sets out the company's commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the personal data of job applicants, employees, workers, contractors, volunteers, interns, apprentices and former employees, referred to as HR-related personal data. This policy does not apply to the personal data of clients or other personal data processed for business purposes.

The organisation has appointed Jayne Carter, Office Manager as the person with responsibility for data protection compliance within the company. She can be contacted at jayne.carter@datalaw.org. Questions about this policy, or requests for further information, should be directed to her.

Definitions

"Personal data" is any information that relates to a living individual who can be identified from that information. Processing is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

"Criminal records data" means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

Data protection principles

The company processes HR-related personal data in accordance with the following data protection principles:

- The company processes personal data lawfully, fairly and in a transparent manner.
- The company collects personal data only for specified, explicit and legitimate purposes.
- The company processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- The company keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- The company keeps personal data only for the period necessary for processing.
- The company adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The company tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons. Where the company relies on its legitimate interests as the basis for processing data, it will carry out an assessment to ensure that those interests are not overridden by the rights and freedoms of individuals.

Where the company processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with a policy on special categories of data and criminal records data.

The company will update HR-related personal data promptly if an individual advises that his/her information has changed or is inaccurate.

Personal data gathered during the employment, worker, contractor or volunteer relationship, or apprenticeship or internship is held in the individual's personnel file (in hard copy or electronic format, or both), and on HR systems. The periods for which the organisation holds HR-related personal data are contained in its privacy notices to individuals.

The company keeps a record of its processing activities in respect of HR-related personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

Any personal data collected during the course of your employment will be in accordance with this data protection policy. In particular, we will only record personal information required to deal with requests and application of our policies and keep this information only for as long as necessary. Data collected will be held securely and accessed by, and disclosed to, individuals only for the purpose of managing any request and /or application of our policies.

Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the company's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the company's disciplinary policy.

Individual rights

As a data subject, individuals have a number of rights in relation to their personal data.

Subject access requests

Individuals have the right to make a subject access request. If an individual makes a subject access request, the company will tell him/her:

- whether or not his/her data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual;
- to whom his/her data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long his/her personal data is stored (or how that period is decided);
- his/her rights to rectification or erasure of data, or to restrict or object to processing;
- his/her right to complain to the Information Commissioner if he/she thinks the organisation has failed to comply with his/her data protection rights; and
- whether or not the organisation carries out automated decision-making and the logic involved in any such decision-making.

The company will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless he/she agrees otherwise. If the individual wants additional copies, the organisation will charge a fee, which will be based on the administrative cost to the organisation of providing the additional copies.

To make a subject access request, the individual should send the request to jayne.carter@datalaw.org or use the company's form for making a subject access request. In some cases, the company may need to ask for proof of identification before the request can be processed. The company will inform the individual if it needs to verify his/her identity and the documents it requires.

The Company will normally respond to a request within a period of one month from the date it is received. In some cases, such as where the company processes large amounts of the individual's data, it may respond within three months of the date the request is received. The company will write to the individual within one month of receiving the original request to tell him/her if this is the case.

If a subject access request is manifestly unfounded or excessive, the company is not obliged to comply with it. Alternatively, the company can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request.

A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the company has already responded. If an individual submits a request that is unfounded or excessive, the company will notify him/her that this is the case and whether or not it will respond to it.

Other Rights

Individuals have a number of other rights in relation to their personal data. They can require the company to:

- rectify inaccurate data;
- stop processing or erase data that is no longer necessary for the purposes of processing;
- stop processing or erase data if the individual's interests override the organisation's legitimate grounds for processing data (where the organisation relies on its legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether or not the individual's interests override the organisation's legitimate grounds for processing data.

To ask the company to take any of these steps, the individual should send the request to jayne.carter@datalaw.org.

Data Security

The company takes the security of HR-related personal data seriously. The company has internal controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

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

Impact assessments

Some of the processing that the company carries out may result in risks to privacy.

Where processing would result in a high risk to individual's rights and freedoms, the company will carry out a data protection impact assessment to determine the necessity and proportionality of processing.

This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks.

Data breaches

If the company discovers that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery.

The company will record all data breaches regardless of their effect. If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will tell affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.

International data transfers

The company will not transfer HR-related personal data to countries outside the EEA.

Individual responsibilities

Individuals are responsible for helping the company keep their personal data up to date. Individuals should let the company know if data provided to the company changes, for example if an individual moves house or changes his/her bank details.

Individuals may have access to the personal data of other individuals and of our customers and clients in the course of their employment, contract, volunteer period, internship or apprenticeship. Where this is the case, the company relies on individuals to help meet its data protection obligations to staff and to customers and clients.

Individuals who have access to personal data are required:

- to access only data that they have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the organisation) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- not to remove personal data, or devices containing or that can be used to access personal data, from the organisation's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device;
- not to store personal data on local drives or on personal devices that are used for work purposes; and
- to report data breaches of which they become aware to [name of individual/the data protection officer] immediately.

Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under the organisation's disciplinary procedure.

Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

Training

The company will provide training to all individuals about their data protection responsibilities as part of the induction process.

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

17. LEAVING THE COMPANY

17.1 Notice Periods

FROM YOU TO THE COMPANY:

If you wish to terminate your employment with the Company, the appropriate notice as specified in your Written Statement of Terms and Conditions of Employment, must be given in writing to your Manager.

Your failure to provide The Company with your contractual notice period may result in The Company making a deduction to your wages equal to the amount of notice period not served and you authorise any such deduction from your wages.

FROM THE COMPANY TO YOU:

Should the Company need to provide you with notice of termination of employment, the length of notice you are given will be based upon the notice periods stated in your Written Statement of Terms and Conditions of Employment. If your notice period is not specified then the table below will apply:

With the exception of summary dismissal, the normal notice you are entitled to from the Company to terminate your employment will be as follows:

Period of Continuous Employment	Notice Entitlement
Less than 4 weeks	None
4 weeks but less than 2 years	1 week
2 years but less than 12 years	1 week for each complete year of service
12 years or more	12 weeks

17.2 Notice Provisions

During your period of notice served by either party, the Company reserves the right to:

- i) Enforce the taking of accrued but untaken annual leave, and/or:
- ii) Stop you performing some or all of your duties and you may be given other reasonable duties to perform, and/or:
- ii) Place you on Garden Leave. During any such period you remain an employee of the Company and are bound by the associated restrictions; however you are not required to attend the premises or required to carry out any work unless specifically asked to do so. You will continue to be paid your normal pay and be eligible for all other benefits under this agreement. During any such period of garden leave you must not attend for work without the permission of a Director, but you must be available to attend our premises if so requested, and/or:

- iv) Require you not to work any part of your notice period in which case, you will be entitled to payment in lieu of notice which equates to your normal pay.

17.3 Return of Company Property

On leaving the Company, you are required to return all Company property and equipment. A failure to do so, by an agreed and reasonable date, will entitle the Company to withhold the whole or part of any wages due up to the current market value of the items not returned and the employee authorises the Company to do so.

17.4 Provision of Employment References

All employment reference requests should be forwarded to a Director and will be responded to in the form of a standard Company reference.

A standard reference response has been designed to ensure that this provision remains efficient and accurate, whilst still providing adequate information to the prospective employer.

In the event that you are approached by an ex/fellow employee for a personal reference you must seek authorisation from a Director before providing such a reference.

17.5 Retirement

The Company does not operate a compulsory retirement age.

If you decide that you wish to retire you are required to inform your Manager in writing as far in advance as possible and, in any event, in accordance with your notice period as set out in your Written Statement of Terms and Conditions of Employment. This will assist the Company with its succession planning.

The Company will write to you acknowledging your notice to retire and will arrange an informal meeting with you to discuss and agree the arrangements for your retirement such as agreeing your intended retirement date, succession and handover plans, pension details and phased retirement, if appropriate.

Employees are encouraged to consider their pension provision and take independent financial advice before making any decision in relation to retirement.

17.6 Laying Off and Short Time Working

In the event that an occasion arises when there is temporary reduction in the need for the work which you are employed to do or because of any other occurrence affecting the normal workings of the business, the Company reserves the right to lay you off or put you on short time working during all or part of the period of that temporary cessation.

Your entitlement to pay during the period of lay off or short time working will cease however, the Company acknowledges your statutory right to a guarantee payment and will work within the legislation in force at that time.

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