



# Staff Handbook

## Off Site Employees

Updated October 2024

## Introduction

Welcome to Clarity Umbrella Ltd

Our aim in producing this document was to create a one-stop information point where you would be able to access all the information you are likely to need in relation to your employment with us.

This document outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of the Company.

I hope you find this a useful guide during your employment with us. However, if you are unable to find the answer to your question here, please feel free to contact your normal Clarity contact. who will certainly be able to find an answer for you or drop us an email at [info@clarityumbrella.co.uk](mailto:info@clarityumbrella.co.uk).

The Clarity Team

## Contents

<b>1</b>	<b>Starting with Clarity Umbrella Ltd.....</b>	<b>6</b>
a	<b>About the Company .....</b>	<b>6</b>
b	<b>Statement of Employment Terms and Conditions .....</b>	<b>6</b>
<b>2</b>	<b>Flexible Working Policy .....</b>	<b>6</b>
a	<b>General.....</b>	<b>6</b>
b	<b>Eligibility.....</b>	<b>6</b>
c	<b>Making the Application.....</b>	<b>6</b>
d	<b>Deal with Requests Promptly.....</b>	<b>7</b>
e	<b>Dealing With the Application .....</b>	<b>7</b>
f	<b>Flexible Work Decision.....</b>	<b>7</b>
g	<b>The Grounds for Refusal.....</b>	<b>7</b>
h	<b>Right of Appeal .....</b>	<b>7</b>
i	<b>Changing The Terms and Conditions of Employment.....</b>	<b>7</b>
<b>3</b>	<b>Working on Clients’ Premises .....</b>	<b>8</b>
<b>4</b>	<b>Your Attendance at Work.....</b>	<b>8</b>
<b>5</b>	<b>Conflict of Interest.....</b>	<b>9</b>
<b>6</b>	<b>Standards of Performance and Behaviour at Work .....</b>	<b>9</b>
a.	<b>Appearance .....</b>	<b>9</b>
a	<b>Confidentiality .....</b>	<b>9</b>
<b>7</b>	<b>Data Protection and Access to Information.....</b>	<b>9</b>
<b>8</b>	<b>Changes in Personal Information for Employment Purposes.....</b>	<b>10</b>
<b>9</b>	<b>Employee Privacy Notice .....</b>	<b>10</b>
a	<b>General Information .....</b>	<b>10</b>
b	<b>What Information Does the Company Collect?.....</b>	<b>10</b>
c	<b>Why Does the Company Process Personal Data? .....</b>	<b>11</b>
d	<b>Change of Purpose .....</b>	<b>12</b>
e	<b>Who Has Access to Data?.....</b>	<b>12</b>
f	<b>Transferring Information Outside of the EEA.....</b>	<b>12</b>
g	<b>How Does the Company Protect Data?.....</b>	<b>12</b>
h	<b>For How Long Does the Company Keep Data? .....</b>	<b>12</b>
i	<b>Your Rights .....</b>	<b>13</b>
j	<b>What If You Do Not Provide Personal Data? .....</b>	<b>13</b>

k	Automated Decision-Making.....	13
l	Changes To This Privacy Notice .....	13
10	Valuing Diversity and Dignity at Work .....	14
a.	Valuing Diversity.....	14
b	Dignity at Work.....	14
11	Sexual Harassment Policy.....	14
a	Scope.....	15
b	Definitions.....	15
c	Circumstances which are covered .....	16
d	What to do if you are subject to sexual harassment or victimisation .....	16
e	Informal complaint .....	16
f	Formal complaint.....	16
g	What to do if you witness sexual harassment or victimisation .....	17
h	Third-party sexual harassment.....	18
i	Disciplinary action .....	18
j	Training .....	18
12	Pay, Benefits & Pensions .....	19
a.	Salary Arrangements.....	19
a	Pension Scheme.....	19
13	Leave Arrangements.....	19
a.	Annual Leave .....	19
b.	Maternity, Paternity and Adoption Leave and Pay Policy .....	19
c	Shared Parental Leave .....	20
d	Unpaid Parental Leave .....	20
e	Time Off For Dependants .....	20
14	Disciplinary Procedures .....	20
a	Preliminary Stage Improvement Note: Unsatisfactory Performance.....	21
b	Stage 1 – First Warning: .....	21
c	Stage 2: Final Written Warning: .....	21
d	Stage 3 – Dismissal or Other Sanction .....	21
e	Gross misconduct.....	21
f	Appeals.....	22
15	Grievance Policy .....	22
a	Stage 1.....	22
b	Stage 2.....	22
c	Stage 3.....	22

d	Using Mediation .....	23
16	Acceptable Use of Internet & Email Policy .....	23
a	What is not acceptable use .....	23
17	Health & Safety .....	24
a	Specific areas to consider .....	25
b	Health Risks .....	25
c	Strained Eyes .....	26
d	Stress.....	26
e	Electricity.....	26
f	Changes to this Policy .....	26
g	Fire .....	26
18	Equal Opportunities Policy Statement .....	27
a	Investigating a claim of discrimination .....	27
19	Menopause Policy .....	27
a	Introduction.....	27
b	Available support.....	29
c	Reasonable adjustments in the workplace .....	29
d	Information and support.....	29
20	Whistleblowing Policy .....	30
a	Purpose and Scope.....	30
b	Background.....	30
c	Abuse of the Policy .....	30
d	Employee Procedure for Disclosing Information.....	31
21	Bribery at Work Policy .....	31
22	Leaving Clarity Umbrella Ltd. ....	32
	APPENDIX 1 - DISCLOSURE OF INFORMATION FORM (WHISTLEBLOWING).....	33
	APPENDIX 2 - PROPOSED COURSE OF ACTION FORM (WHISTLEBLOWING) .....	34

## **1 Starting with Clarity Umbrella Ltd**

### ***a About the Company***

Clarity Umbrella Ltd (the “Company”) is a hassle-free, straight talking umbrella company that provides umbrella employment for UK based contractors and freelancers. Clarity Umbrella Ltd pioneered the concept of providing accurate and informative information within the Umbrella Company sector to achieve our aim of being at the top of an industry that focuses on transparency and promotes corporate integrity. We hold these as core values and believe them to be essential for our continued success.

### ***b Statement of Employment Terms and Conditions***

The company reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

## **2 Flexible Working Policy**

### ***a General***

Any eligible employee has the right to request flexible working, from day 1 of employment. Under current legislation any eligible employee can make a request to work flexibly for any reason. Requests may be made for a change to:

- hours and/or days of work;
- start and/or finishing times; and
- location of work (for example to work from home)

### ***b Eligibility***

To be eligible to make a request under this right, you must:

- be an employee;
- not have made more than 2 previous applications to work flexibly under the right during the past 12 months;
- Not have a request in progress.

### ***c Making the Application***

The application must be in writing and contain the following:

- a statement that it is an application made under the statutory right to request Flexible Working arrangements;
- the change to working conditions you are seeking and when you would like the change to come into effect;
- confirmation as to whether a previous application has been made and if so when it was made; and
- the date of the application and your signature

You should also state if you are making your request in relation to the Equality Act 2010, for example, as a reasonable adjustment for a disability.

The application should be made as soon as is reasonably practicable in advance of when the change is being requested to take effect.

***d Deal with Requests Promptly***

The law requires that all requests, including any appeals, must be considered and decided on within a period of two months from first receipt, unless an agreement is made with the employee to extend this period.

***e Dealing With the Application***

An initial meeting will be held between you and your normal Clarity contact. to consider the request. This will be done as soon as possible after the request is received.

You will be entitled to bring a work colleague or a trade union representative with you to this and any subsequent meetings in connection with resolving the application.

The meeting will be an opportunity to discuss the requested changes to the work pattern in depth and to consider how it might be accommodated and also to discuss possible alternatives if appropriate.

Your normal Clarity contact., in consultation with a director, may be able to agree that the new working pattern will be put in place for a trial period in order to see how it would work before proceeding with the application.

***f Flexible Work Decision***

You will be informed of the decision in writing. In addition, you will be advised of your right to appeal and who this should be directed to, where appropriate.

***g The Grounds for Refusal***

There are specific grounds set out in the legislation upon which it is lawful to reject the application:

- the burden of additional costs;
- a detrimental impact on the business's ability to meet client demand;
- inability to re-organise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality or performance;
- insufficiency of work in the periods when the employee proposes to work; or
- planned structural changes.

Consideration will be given to all these factors when assessing the impact of the change and whether it should be accepted.

***h Right of Appeal***

If you do not believe that your request has been properly considered, you may appeal in writing after receiving the written confirmation that your request has been rejected.

An appeal meeting will be arranged as soon as possible from receiving notification that an appeal has been submitted. You have the right to be accompanied by a work colleague or trade union representative at this meeting.

You will be informed of the outcome of your appeal in writing after the meeting. This will be the final decision.

***i Changing The Terms and Conditions of Employment***

Any request that is made and accepted will mean that there will be a permanent change to your terms and conditions unless a further application within a year under this policy is made and accepted or there is a change by mutual agreement.

### **3 Working on Clients' Premises**

As an employee working off site at clients' premises you are expected to adhere to any policies and procedures implemented at the Client's premises, including but not restricted to, smoking, alcohol, drugs and social media etc.

You are required to attend the Clients premises or their designated location at the times stated in your assignment schedule and are required to work for the agreed number of hours stated. Failure to attend or to complete the required hours could result in disciplinary action being taken against you.

You should comply at all times with the Client's requirements for GDPR and computer security which applies in respect of all operations including email and internet access as carried out under the terms of your Assignment. You are required to ensure that you advise the Client and Clarity Umbrella Ltd of any breaches or potential breaches in security that you become aware of.

When you are on Assignment you are a representative of both the Company and the Client and therefore you should ensure that your behaviour is always appropriate and professional.

Once you have completed the qualifying 12-week probationary period under the Agency Worker Regulations, you will have entitlement to the same conditions relating to the duration of working time, night work, rest periods, rest breaks and annual leave as if you had been employed or engaged directly in the same job by the relevant end user client

### **4 Your Attendance at Work**

Any assignment that you undertake whilst in the employment of the Company will be for a specific time period and, from time to time, for specific hours. Therefore, should you require time off from work you should give as much notice as possible. If you are unable to give advance notice you should ensure that you contact the Company and the Client to advise your absence by no later than 10am on the day in question.

If your period of absence will extend beyond one day, you should ensure that you contact the Company and the Client by no later than 10am on each day that you are absent. If you are unable to personally contact the Company or Client you should ensure, wherever possible, that someone telephones on your behalf.

If your explanation for absence is deemed to be unsatisfactory by the Client, the Company reserves the right to deduct an appropriate amount from your salary.

If you are absent repeatedly or for prolonged periods the Company reserves the right to receive a full and detailed explanation and, where appropriate, medical evidence and subsequently disciplinary action may be taken against you.

If you are absent from work due to sickness you may be entitled to statutory sick pay (SSP). In order to qualify you must meet the following criteria:

- i. You must be sick for at least 4 or more days in a row (inc. weekends & bank holidays)
- ii. Earn, before tax and National Insurance an average of the Lower Earnings Limit for National Insurance Contributions (NIC). The amount you need to earn is lower than the amount when you have to start paying NICs.

SSP is a daily payment and is usually paid for the days that you would normally work. The days that you would normally work are known as Qualifying Days (QDs). SSP is not paid for the first four days in a row (including non-working days). SSP is payable as detailed on the government website at <https://www.gov.uk/statutory-sick-pay>.

If you are sick for up to seven days, you must provide a self-certification certificate on the day you return to work, which can be obtained from your point of contact at Clarity. Absences of longer than seven days must be supported by a doctor's certificate as must any further periods of continued absence. Failure to provide a certificate may result in the non-payment of statutory sick pay.

The Company reserves the right to have you examined by a doctor of their own choosing and at their own expense and we also reserve the right, with your permission, to request a medical report from your doctor.

## 5 Conflict of Interest

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise, which interferes or is likely to interfere with your independent exercise of judgement in Clarity Umbrella Ltd's best interest.

Generally, a conflict of interests exists when an employee is involved in an activity:

- Which provides products or services directly to, or purchase products or services from Clarity Umbrella.
- Which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to Clarity Umbrella Ltd.
- Which is so operated that the employee's involvement with the outside business activity will reflect adversely on Clarity Umbrella Ltd.

Should you be in any doubt as to whether an activity involves a conflict, you should discuss the situation with your point of contact at Clarity.

## 6 Standards of Performance and Behaviour at Work

### *a Appearance*

You are expected to dress appropriately at all times in relation to your assignment and role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

### *b Confidentiality*

It is a condition of your employment that you have a duty of confidentiality with regards to the company and any companies you are assigned to. During the course of your employment you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to the Company, and you must not discuss any Company sensitive, or confidential matter, whatsoever with any outside organisation including the media.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

## 7 Data Protection and Access to Information

Clarity Umbrella Ltd will comply with all statutory requirements of the Data Protection Act by registering all personal data held on its computer and/or related electronic equipment and by taking all reasonable steps to ensure the accuracy and confidentiality of such information.

The Data Protection Act protects individuals' rights concerning information about them held on computer. Anyone processing personal data must comply with the eight principles of good practice. Data must be:

- fairly and lawfully processed
- processed for limited purposes
- adequate, relevant and not excessive
- accurate
- not kept longer than necessary
- processed in accordance with the data subject's rights
- secure

- not transferred to countries without adequate protection

Employees can request access to the information held on them by the Company. All requests by employees to gain access to their personnel records should be made in writing. There is no charge for this service.

## 8 Changes in Personal Information for Employment Purposes

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You **must** notify your point of contact at Clarity immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details
- Emergency contact
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

Personal data on employees is held in accordance with the provisions of the Company's Data Protection Policy.

## 9 Employee Privacy Notice

### *a General Information*

Data Protection Officer /Data Controller: Lucy Smith, Director.

The Company collects and processes personal data relating to our employees, workers and contractors to manage the relationship. We are committed to being transparent about how we collect and use that data and to meeting our data protection obligations.

### *b What Information Does the Company Collect?*

We collect and process 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 our 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 holiday, sickness absence, family leave and sabbaticals, and the reasons for the leave;

- details of any disciplinary, capability 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 we need 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, we 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, information from medical or occupational health practitioners and information from criminal records checks permitted by law.

Data will be stored in a range of different places, including in your personnel file and in IT systems (including our email system).

### ***c Why Does the Company Process Personal Data?***

The Company needs to process data to enter into an employment contract with you and to meet our obligations under your employment contract. For example, we need 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, we need to process data to ensure that we are complying with our legal obligations. For example, we are required to check your entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable you to take periods of leave to which you are entitled.

In other cases, we have a legitimate interest in processing personal data, for example, in managing sickness absence, or compliance with a legal obligation such as the duty to make reasonable adjustments, provided your interests and fundamental rights do not override those interests.

Processing employee data allows the Company to:

- 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 your contractual and statutory rights;
- operate and keep a record of disciplinary, capability and grievance processes, to ensure acceptable conduct within the workplace;
- operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that you are receiving the pay or other benefits to which you are entitled (e.g. healthcare);
- obtain occupational health or medical advice, to ensure that we comply with duties in relation to those with disabilities, meet our obligations under health and safety law, prevent significant risk to your health, for the purposes of preventative or occupational medicine or medical diagnosis, to determine your fitness for carrying out your job and ensure that you are receiving the pay or other benefits to which you 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 you are receiving the pay or other benefits to which you 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 require higher levels of protection and further justification for collecting, storing and using this type of personal information. The Company may process special categories of personal information, to carry out our legal obligations under employment law (such as those in relation to employees with disabilities).

Where we process 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 in the interest of the public.

#### ***d Change of Purpose***

We will only use your personal information for the purposes for which we collected it unless we reasonably consider that if we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

#### ***e Who Has Access to Data?***

Your information may be shared internally, including with members of the payroll team, your main Clarity contact and Clarity Umbrella's 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, seek professional advice (e.g. HR/Legal, Health & Safety, Accounting), obtain employment background checks from third-party providers and to determine your medical fitness and obtain necessary criminal records checks from the Disclosure and Barring Service.

The Company also shares your data with third parties that process data on our behalf, in connection with payroll, the provision of benefits and the provision of occupational health or other medical services.

#### ***f Transferring Information Outside of the EEA***

The data that we collect from you will not be transferred to, and stored at, a destination outside the European Economic Area ("EEA").

We are committed to ensuring that adequate safeguards are in place when transferring Personal Data outside the EEA. As such, we will take reasonable steps to ensure that your personal information is adequately protected in accordance with the requirements of UK data protection law.

#### ***g How Does the Company Protect Data?***

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

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

#### ***h 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 set out relevant retention periods guidelines.

### ***i 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 us to change incorrect or incomplete data;
- require us 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 we are relying on our legitimate interests as the legal ground for processing;
- request the transfer of your personal information to another party.

If you would like to exercise any of these rights, please contact your normal Clarity contact.

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

### ***j What If You Do Not Provide Personal Data?***

You have some obligations under your employment contract to provide us 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 us 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 us to enter a contract of employment with you. If you do not provide other information, this will hinder our ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

### ***k Automated Decision-Making***

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. The Company will only use automated decision-making in the following circumstances:

- where we have notified you of the decision and given you 21 days to request a reconsideration;
- where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights;
- in limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making unless we have a lawful basis for doing so and you have been notified.

The Company does not currently envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

### ***l Changes To This Privacy Notice***

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

If you have any questions about this privacy notice, please contact the Company's Data Protection Officer / Data Controller.

## **10 Valuing Diversity and Dignity at Work**

### ***a Valuing Diversity***

Clarity Umbrella Ltd is committed to valuing diversity and seeks to provide all staff with the opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.

We believe that people from different backgrounds can bring fresh ideas, thinking and approaches which make the way work is undertaken more effective and efficient.

The Company will not tolerate direct or indirect discrimination against any person on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation whether in the field of recruitment, terms and conditions of employment, career progression, training, transfer or dismissal.

It is also the responsibility of all staff in their daily actions, decisions and behaviour to endeavour to promote these concepts, to comply with all relevant legislation and to ensure that they do not discriminate against colleagues, customers, suppliers or any other person associated with the Company.

### ***b Dignity at Work***

The Company believes that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

## **11 Sexual Harassment Policy**

All workers are entitled to be treated with dignity and respect in their place of work. This means freedom from sexual harassment, feeling safe and supported and having access to redress if such behaviour does arise.

Sexual harassment takes many forms, but whatever form it takes it is unlawful under the Equality Act 2010 (EqA) as amended. We will not tolerate it.

The law requires employers to take all reasonable steps to prevent sexual harassment of their workers. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our employees to make a complaint about sexual harassment. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell us so that we can deal with the matter swiftly.

The Managing Director has overall responsibility for the operation of this policy. We encourage all staff to come forward with any concerns in relation to sexual harassment. All our staff have a responsibility to behave in line with the requirements of this policy.

Instances of sexual harassment or victimisation may lead to disciplinary action up to, and including, termination of employment.

This policy is reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness. Any changes required will be implemented and communicated to our workforce.

## **a Scope**

We deplore all forms of sexual harassment and seek to ensure that the working environment is safe and supportive to all those who work for us. This includes employees, workers, agency workers and contractors in all areas of our Organisation, including any overseas sites.

## **b Definitions**

Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person. It also covers treating someone less favourably because they have submitted to, or refused to submit to, unwanted conduct of a sexual nature or in relation to gender reassignment or sex.

Sexual harassment may be committed by a fellow worker, an agent of an organisation, or a third party such as a client. It does not need to occur in person. It can occur via digital means,

including social media sites or channels (e.g. WhatsApp). Someone may be sexually harassed even if they were not the target of the behaviour. Examples of sexual harassment include, but are not limited to:

- sexual comments or jokes, which may be referred to as “banter”
- displaying sexually graphic pictures, posters or photos
- suggestive looks, staring or leering
- propositions and sexual advances
- making promises in return for sexual favours
- sexual gestures
- intrusive questions about a person’s private or sex life or a person discussing their own sex life
- sexual posts or contact in online communications, including on social media
- spreading sexual rumours about a person
- sending sexually explicit emails, text messages or messages via other social media
- unwelcome touching, hugging, massaging or kissing

Victimisation is subjecting someone to detriment because they have done, are suspected of doing, or intend to do, an act which is protected under discrimination and harassment laws. These are outlined below. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimisation.

The protected acts are:

- making a claim or complaint under the EqA (e.g. for discrimination or harassment)
- helping someone else to make a claim by giving evidence or information in connection with proceedings under the EqA
- making an allegation that someone has breached the EqA
- doing anything else in connection with the EqA.

Examples of victimisation may include:

- failing to consider someone for promotion because they have previously made a sexual harassment complaint
- dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
- excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

**c *Circumstances which are covered***

This policy covers behaviour which occurs in the following situations:

- a work situation
- a situation occurring outside of the normal workplace or normal working hours which is related to work, e.g. a working lunch, a business trip or social functions
- outside of a work situation but involving a colleague or other person connected to the Organisation, including on social media
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.

**d *What to do if you are subject to sexual harassment or victimisation***

We are committed to ensuring that there is no sexual harassment or victimisation in our workplace. Allegations of sexual harassment and victimisation will be treated as a disciplinary matter, although every situation will be considered on an individual basis and in accordance with the principles of our disciplinary procedures, a copy of which is available in the Offsite Staff Handbook.

**e *Informal complaint***

We recognise that complaints of sexual harassment or victimisation can be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances, you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the same person who will be responsible for investigating the matter if it becomes a formal complaint.

If you experience sexual harassment and you feel comfortable to do so, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

In addition, you may also choose to raise concerns during your regular communication with your main contact at Clarity, e.g. in a one-to-one meeting. Your contact will listen to you and take your concerns seriously if you do this but may encourage you to follow the reporting procedures set out below. If you don't have a one-to-one meeting scheduled with your contact, you can ask to meet with them to discuss any concerns that you may have.

**f *Formal complaint***

Where the informal approach fails or if the sexual harassment or victimisation is more serious, you should bring the matter to the attention of your main contact at Clarity as a formal written complaint and again your confidential helper can assist you in this.

If possible, you should keep notes of what happened so that the written complaint can include:

- the name of the alleged harasser
- the nature of the alleged harassment
- the dates and times when the alleged harassment occurred
- the names of any witnesses
- any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. If the alleged harasser is employed directly by Clarity Umbrella, this may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. The meeting will normally be held within five working days of receipt of your complaint. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence may be dealt with under the disciplinary procedure.

On conclusion of the investigation, which will normally be within 10 working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator. If you wish to appeal, you must inform your main contact at Clarity within five working days of receiving the outcome. You will then be invited to a further meeting. As far as reasonably practicable, the Organisation will be represented by a more senior manager than the manager who attended the first meeting (unless the most senior manager attended that meeting).

Following the appeal meeting, you will be informed of the final decision, normally within 10 working days, which will be confirmed in writing.

Regardless of the outcome of the procedure, we are committed to providing the support you may need. This may involve mediation between you and the other party or some other measure to manage the ongoing working relationship.

You will not be victimised for having brought a complaint.

#### ***g What to do if you witness sexual harassment or victimisation***

If you witness sexual harassment or victimisation, you are encouraged to take appropriate action to address it. You should not take any action that may put you at risk of sexual harassment or other harm. If you feel able, you should intervene to prevent the matter continuing. If you are not able to do this, your action may include offering support to the person who has been sexually harassed and encouraging them to report the incident or reporting the incident yourself.

If reporting the incident, you should bring the matter to the attention of your point of contact at Clarity in writing.

Your concerns will be handled by your point of contact at Clarity who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

#### ***h Third-party sexual harassment***

Third-party sexual harassment occurs when a member of our workforce is subjected to sexual harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our clients, suppliers to both Clarity and our clients, delegates at conferences or networking events and other third parties.

Third-party sexual harassment of our workforce is unlawful and will not be tolerated. The law requires employers to take steps to prevent sexual harassment by third parties and we are committed to doing so.

The law does not provide a mechanism for individuals to bring a claim of third-party harassment alone. However, failure for an employer to take reasonable steps to prevent third-party sexual harassment may result in legal liability in other types of claim.

In order to prevent third-party sexual harassment from occurring, we will inform third parties (i.e. clients and suppliers) of our zero-tolerance sexual harassment policy within our client and supplier documentation

If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to your point of contact at Clarity.

Should a representative of a client sexually harass a member of our workforce, we will warn the client and share information relating to the incident for the purposes of the client's internal investigation. Any criminal acts will be reported to the police.

We will not tolerate sexual harassment by any member of our workforce against a third party. Instances of sexual harassment of this kind may lead to disciplinary action, including termination of employment.

#### ***i Disciplinary action***

If the decision is that the allegation of sexual harassment or victimisation is well founded, the harasser/victimiser will be liable to disciplinary action in accordance with our disciplinary procedure up to, and including, summary dismissal. An employee who receives a formal warning or who is dismissed for sexual harassment/victimisation may appeal by using our disciplinary appeal procedure.

When deciding on the level of disciplinary sanction to be applied, we will take into consideration any aggravating factors affecting the case. One example of aggravating factors is an abuse of power over a more junior colleague.

If, due to the investigation, it is concluded that your complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

#### ***j Training***

We will provide training to all our staff on sexual harassment to ensure there is a clear understanding of:

- what sexual harassment is, how it may occur and that it will not be tolerated
- expected levels of behaviour
- how they can report any incidents of having been sexually harassed or having witnessed it
- how acts of harassment will be dealt with under the disciplinary procedure, which can potentially result in dismissal.

We will ensure that all relevant contacts and managers at Clarity Umbrella are trained on implementing this policy, including preventing and managing sexual harassment in the workplace and the procedure to follow if an allegation is reported.

We will regularly review the effectiveness of our training.

We will provide refresher training as appropriate.

## **12 Pay, Benefits & Pensions**

### ***a Salary Arrangements***

Your salary will be paid in arrears by direct credit transfer to your designated bank account.

If any queries arise with regards to pay, or if it looks as if a mistake has been made, speak to your point of contact at Clarity immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

### ***b Pension Scheme***

The Company operates a group pension scheme and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) 3 months from the start of your employment, unless you request otherwise. You will be subject to the trust deed and rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. Full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you before your auto enrolment date.

## **13 Leave Arrangements**

### ***a. Annual Leave***

As an employee of Clarity Umbrella Ltd you are entitled to 28 days holiday each financial year (per annum pro rata) and, under the Working Time Regulations, holiday pay must be shown as a separate entry on your payslip when you take annual leave rather than included within your pay rate.

By default, we will make a holiday allowance at 12.07% of your taxable salary from your contract rate and repay this every time we make a payment to you. This means that you need to be aware that there will be no retained holiday pay available when you do take holiday.

Alternatively, if you would like us to retain a holiday allowance then you must let us know and we will arrange for a holiday pot to be set up.

Our system will allow you to see any holiday you have accrued and reclaim it as and when you require. This can be done at the amount you wish based on the monies available in the "holiday pot". Please note if you choose this option then holiday pay is taxed at the point it is retained, and not at the point it is repaid.

Once you have submitted a holiday request, your holiday pay will be included with your next invoice payment following that period. Any unused holiday pay will be refunded to you either when you leave or before the end of the financial year, whichever comes first.

### ***b. Maternity, Paternity and Adoption Leave and Pay Policy***

Eligible Clarity Umbrella Ltd employees are entitled to Maternity, Paternity and Adoption leave and pay as per the statutory guidelines. Further details of these are available in our relevant Family friendly policies.

**c Shared Parental Leave**

Eligible Clarity Umbrella Ltd employees are entitled to shared parental leave as per the statutory guidelines. Further details of these are available in our relevant Family friendly policies.

**d Unpaid Parental Leave**

As well as Shared Parental Leave, any eligible employee who has or expects to have responsibility for a child is entitled to take Unpaid Parental Leave to care for that child. Further details of these are available in our relevant Family friendly policies.

**e Time Off For Dependants**

You are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. This leave is called Time Off for Dependants. Time Off for Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative. Any time taken off must be necessary and reasonable in the particular circumstances. Time Off for Dependants is not paid.

Under all circumstances, as detailed in (b), (c), (d) and (e), your holiday entitlement will continue to accrue during these periods.

## **14 Disciplinary Procedures**

Your normal point of contact will normally deal with minor misconduct and minor breaches of Company rules in the first instance by giving informal counselling or advice. This is not part of the formal disciplinary procedure and is not a precondition to formal disciplinary action. Failure to respond positively to informal counselling may be taken into account as a reason for subsequently imposing a disciplinary penalty.

The purpose of the disciplinary procedure is to ensure that every employee is dealt with fairly, reasonably, and equally in any matter relating to poor performance or conduct within the Company. The disciplinary procedure has been designed to provide employees with every opportunity to explain the circumstances surrounding any breach or alleged breach of Company rules.

If you commit an offence which might justify disciplinary action, prior to disciplinary action taking place, your main point of contact will consider the most appropriate course of action to take which may be an investigation into the circumstances of the alleged offence, by your main point of contact and other members of management as required. At such times, the Company has the right to suspend you on contractual pay pending the outcome of the investigation. The Company will also consider using external specialists to support us with this process where appropriate.

Where the facts warrant disciplinary action being taken against you, it is the intention that such action be seen as remedial rather than punitive.

The severity of the offence will determine the disciplinary action taken; the Company can move to any stage of the disciplinary procedure depending on the offence, except in cases of gross misconduct where summary dismissal will apply.

You will be invited to attend a disciplinary interview after giving as much notice as possible, usually no less than 48 hours, at which you will have the opportunity to explain the circumstances surrounding the alleged offence or unsatisfactory performance. A decision will be taken only after all the facts have been fully discussed and considered. You are entitled to be accompanied at a formal disciplinary hearing by a work colleague or trade union representative.

Action will take one of the following forms:

**a Preliminary Stage Improvement Note: Unsatisfactory Performance**

If performance does not meet acceptable standards the employee will normally be given an improvement note. This will set out the performance problem, the improvement that is required, the timescale and any help that may be given. The individual will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for 6 months but will then be considered spent – subject to achievement and continued satisfactory performance.

**b Stage 1 – First Warning:**

**Misconduct:** If the conduct does not meet acceptable standards the employee will normally be given a written warning. This will set out the nature of the misconduct and the change in behaviour that is required. If there is no satisfactory change or improvement in performance a final written warning will then be issued. A record of the warning will be kept on your personnel record, but it will be disregarded for disciplinary purposes after 6 months.

**c Stage 2: Final Written Warning:**

If the offence is sufficiently serious, or there is a failure to improve during the currency of a prior warning for the same type of offence, a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to action under Stage 3 (dismissal or some other action short of dismissal), and will refer to the right of appeal. A copy of this written warning will be kept on your employee record but will be disregarded for disciplinary purposes after 6 months subject to achievement and continued satisfactory conduct or performance.

**d Stage 3 – Dismissal or Other Sanction**

If there is still a failure to improve the final step in the procedure may be dismissal. The employee will be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which the employment will terminate, and the right of appeal. The decision to dismiss will be confirmed in writing. A copy of the written warning will be kept on your personnel record but will be disregarded for disciplinary purposes after 6 months subject to achievement and continued satisfactory conduct or performance.

**e Gross misconduct**

The following list provides examples of offences, which are normally regarded as gross misconduct. This list is not exhaustive but includes:

- Theft, fraud, deliberate falsification of records
- Fighting, assault on another person
- Deliberate damage to organisational property
- Serious incapability through alcohol or being under the influence of illegal drugs
- Serious negligence, which causes unacceptable loss, damage or injury
- Serious act of insubordination
- Unauthorised entry to computer records
- Sexual harassment

If you are accused of an act of gross misconduct, you may be suspended from work on full pay, normally for no more than five working days, while the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, the organisation is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

#### ***f Appeals***

An employee who wishes to appeal against a disciplinary decision must do so within five working days. The Director will hear all appeals and his/her decision is final. At the appeal any disciplinary penalty imposed will be reviewed. You have the right to be accompanied at an appeal hearing by a work colleague or trade union official.

## **15 Grievance Policy**

This grievance policy is intended to help guide any employee who may formally have a grievance regarding any condition of their employment, which they would like to be heard by the management of the Company; please note you have the right to be accompanied to any meetings with representation from a Trade Union Representative or a work colleague.

In the event any member of staff wishes to raise a grievance, it is preferable for the grievance to be satisfactorily resolved as close to the individual and their line manager as possible. It is understood however that this is not always possible and that a formal procedure is required to ensure the swift and fair resolution of matters.

Timescales are fixed to ensure that grievances are dealt with quickly, however these may be extended by agreement. Please note that this procedure is not intended to deal with:

- Dismissal or disciplinary matters, which are dealt with in a separate procedure.
- Disputes, which are of a collective nature, and which are dealt with in a separate procedure.

#### ***a Stage 1***

In the event of a formal grievance, the complaint should be documented in writing and addressed to your main point of contact at Clarity Umbrella. Where your grievance is against your main point of contact, the complaint should be addressed to the Director, who will assign the issue to a suitable individual within the Company. This individual (who may not be the person to whom the grievance was addressed) will then invite you to attend a meeting to discuss your grievance and you have the right to be accompanied at this meeting by a trade union official or a fellow employee of your choice. Every effort will be made to convene the grievance meeting at a time which is convenient for you and your companion to attend.

You must take all reasonable steps to attend this initial grievance meeting, which is designed to work through your letter and establish your complaint precisely and factually and understand the outcome that you are seeking.

The Company will take notes of the meeting to allow a full investigation to take place. The Company will then investigate and will aim to respond to your grievance as soon as possible. If there is a delay for whatever reason, you will be given an explanation for the delay and be informed when a response can be reasonably expected.

#### ***b Stage 2***

After the investigation has been concluded, you will be informed either in writing of the Company's decision relating to the grievance or, as part of another meeting. You will also be notified of your right to appeal against that decision if you are not satisfied with it.

#### ***c Stage 3***

In the event that you feel your grievance has not been satisfactorily resolved, you may then appeal in writing to the Director within five working days of the grievance decision.

On receipt of your appeal letter, the Director shall make arrangements to hear your grievance at an appeal meeting and at this meeting you may again, if you wish, be accompanied by a trade union official or a fellow employee of your choice.

You must take all reasonable steps to attend the grievance appeal meeting.

Following the meeting, the Director will consider the situation and aim to respond to your appeal as soon as is reasonably possible, usually within seven working days. If it is not possible to respond within this time period, you will be given an explanation for the delay and be told when a response can be expected. You will be informed in writing of the Company's decision to your grievance appeal.

This is the final stage of the grievance procedure and the Company's decision shall be final.

#### ***d Using Mediation***

An independent third party or mediator can sometimes help resolve grievance issues before it is necessary to invoke the formal procedure. Mediation is a voluntary process where the mediator helps two or more people in dispute to attempt to reach an agreement. Any agreement comes from those in dispute, not from the mediator. The mediator is not there to judge, to say one person is right and the other wrong, or to tell those involved in the mediation what they should do. The mediator oversees the process of seeking to resolve the problem but not the outcome.

There are no hard-and-fast rules for when mediation is appropriate, but it can be used:

- for conflict involving colleagues of a similar job or grade, or between a line manager and their staff
- at any stage in the conflict if any on-going formal procedures are put in abeyance
- to rebuild relationships after a formal dispute has been resolved
- to address a range of issues, including relationship breakdown, personality clashes, communication problems and bullying and harassment.

Mediation is not part of Clarity Umbrella's formal grievance procedure. However, if both parties agree to mediation, then the grievance procedure can be suspended in an attempt to resolve the grievance through that route. If mediation is not successful, then the grievance procedure can be re-commenced.

## **16 Acceptable Use of Internet & Email Policy**

Many End Users or Employment Businesses will have existing policies regarding what they deem to be acceptable use of the internet and email and you should adhere to these policies when you are working at their premises. If there is no policy in place you should comply with the Company policy, which follows.

Failure to adhere to either policy may result in disciplinary action being taken against you.

#### ***a What is not acceptable use***

Except in the course of an employee's duties or with the express permission of the Clarity Umbrella, the Internet access provided by the Company, End User or Employment Business may not be used for:

- Personal commercial purposes;
- Sending unsolicited bulk email;
- Disseminating confidential information of Clarity Umbrella, End Users or Employment Businesses
- Any illegal purpose;
- Knowingly causing interference with or disruption to any network, information service, equipment or any user thereof;

- Disseminating personal contact information of officers or employees of Clarity Umbrella, End Users or Employment Businesses without their consent;
- Knowingly causing any other person to view content which could render the company liable pursuant to equal opportunity or sex discrimination legislation at the suit of that person; or
- Knowingly downloading or requesting software or media files or data streams that the employee has reason to believe will use a greater amount of network bandwidth than is appropriate;
- Bypassing or attempting to circumvent any security system without the appropriate authority from the End User or Employment Business.

Unauthorised use of any End User or Employment Business' equipment (to include but not limited to hardware and software), failure to comply with the policy, or in any way tampering with the equipment will be regarded as gross misconduct and will render the offender liable to dismissal and possible criminal prosecution under the Computer Misuse Act 1990 even if no damage results. The Company also reserves the right to take disciplinary action against any employee who makes excessive personal use of equipment or internet or email, including dismissal for gross misconduct.

You are expected to exercise professional judgement whenever using email or the internet or any other internal systems at an End User or Employment Business site. If you are in any doubt at all regarding what is deemed to be appropriate by the End User or Employment Business you should question them directly before taking any action. The Company reserves the right to change or replace this policy at its sole discretion at any time and without prior notice.

## **17 Health & Safety**

It is the policy of the Company to ensure as far as is reasonably practicable, the health, safety and welfare of its employees and to encourage the highest standards of health and safety at work in all its operations. The Company will take all necessary steps to ensure that its legal duties (relating to health and safety legislation) are met at all times.

The Company recognises the importance of managing health and safety effectively as an integral part of its business activities and will, so far as is reasonably practicable.

- Request that End Users provide and maintain facilities, plant, equipment, systems and working conditions which are safe and without risk to the health of employees and any members of the public which may have cause to visit their premises.
- Maintain any workplace under its control in a safe condition and without risks to health, and provide and maintain safe means of access and egress
- Request that End Users ensure arrangements are in place for the safe transport, handling, storage and disposal of articles and substances that may be hazardous to health
- Take full account of health and safety considerations in research project planning and decision-making and ensure that End Users make the same considerations
- Request that End Users provide information, instruction, training and supervision to all employees to enable them to carry out their work activities in a safe manner
- Request that End Users ensure that employees and/or their representatives are able to raise health and safety issues to management and have them resolved effectively.

All employees have a legal duty to take reasonable care of their own health and safety and for the health and safety of others that may be affected by their work activities. They are also required to follow all relevant procedures, codes of practice and guidelines and report to management any matter likely to present a danger to health and safety. All employees have responsibility for the following:

- Working safely and efficiently at all End User premises,
- Using any protective equipment provided by the End User in the proper manner,
- Reporting to their immediate normal Clarity contact. incidents, that have led, or may lead, to injury or damage,
- Following Company and End User policies and guidance,
- Assisting the End User in the investigation of accidents with the object of introducing measures to prevent a recurrence.

The successful implementation of this policy requires the co-operation and commitment of all employees as well as all End Users. This policy will be regularly monitored to ensure that its objectives are being met and will be reviewed and revised, if necessary, in the light of legislative or organisational changes.

#### **a Specific areas to consider**

Computer Tips to minimise the risk of a computer-related accident:

- site your computer near an electric socket to avoid trailing wires across the floor; if you use an extension cable make sure it doesn't overheat and nobody can trip over it
- take care not to overload electric sockets, use trailing multi-socket units rather than plug adapters
- always follow installation and service instructions in your computer guidebook closely. If in doubt, leave it to the experts
- electricity and water do not mix - keep drinks and plants well away from computers • regularly check all electrical equipment for damaged plugs or frayed cables
- computers are large and bulky pieces of equipment, move them only if you feel confident in doing so, and with care, especially up and down stairs. Use a trolley and a lift and ask for help. Do not allow children to move computers
- do not allow children to play on or with computer swivel chairs
- make sure the computer is sited in a position where you have plenty of room to move and to get out of the room in an emergency

#### **b Health Risks**

There are a number of health risks from using computers, most of which can be minimised or eliminated by awareness of the risks and by following advice available.

Repetitive Strain Injury (RSI) RSI results from performing repetitive movements, e.g. using the mouse, for a long period of time. The following tips are among many that will help you to avoid RSI:

- organise workloads to avoid using the computer for extended periods of time
- your screen, keyboard and mouse should be directly in front of you
- using document holders avoids having to lean over and bend your neck while looking at paperwork • make sure the space underneath your desk is free from clutter and your legs have room to move
- use your mouse as close to the keyboard as possible
- adopt good posture while at the computer
- know how to adjust your chair to the most comfortable position
- minimise head and neck movements by altering the height of your monitor
- small people and children should use footrests

- wrist rests are not for use while typing, but for resting the wrists between spells of typing

#### **c Strained Eyes**

Working for long periods of time on the computer can strain your eyes or can worsen existing eye conditions. Symptoms include eye discomfort, headaches, itchy eyes and difficulty in focusing. It is important to rest the eyes while working on the computer. Regularly look at more distant objects, e.g. use thinking time to look out of the window, and take frequent breaks from computer work. Visit the optician for regular eye check-ups and make sure you tell them if you are a frequent computer user.

#### **d Stress**

Computer work can be stressful. Take frequent breaks and avoid work overload. Manual Handling You should be aware that injuries could be caused by incorrect handling of heavy equipment. You should familiarise yourself with the End User's Health and Safety Policy should you be required to handle equipment and ensure that you are fully compliant with their policies. More information regarding this issue can be found here: <http://www.hse.gov.uk/pubns/indg143.pdf>

#### **e Electricity**

Electricity can kill and the two major risks from it are re and electric shocks which can both be significantly reduced by taking a few simple precautions:

- Ensure that all electrical equipment is well maintained and that any cables or leads are fully intact. Leads or cables which reveal bare wires or have loose connections should not be used
- Do not overload plug sockets and when using an extension lead try to ensure that it has surge protection
- Do not attempt to adjust or repair electrical equipment when it is switched on or connected to the mains supply
- If you have wet hands do not touch electrical equipment, switches or sockets
- Do not attempt to repair electrical equipment yourself as this is a job for a qualified professional
- Switch off all electrical items at the end of the day – at the mains wherever possible

#### **f Changes to this Policy**

The Company will notify you of any changes to this policy. Accident Reporting and Investigation All accidents or near misses, however minor, must be reported to the End User's designated Health and Safety representative. All accidents or dangerous occurrences must be reported and recorded in the End User's accident book. If you have an accident, you should immediately notify the End User's Health & Safety Officer and the End User's appointed first aid officer so that you can receive first aid treatment immediately.

#### **g Fire**

The End User will have re and emergency procedures in place and you must ensure that you are fully conversant with them, and you should also ensure that you take part in any organized drills or similar procedures. Obstruction of escape routes or re escapes or exits from buildings is likely to endanger lives and therefore you should ensure that your personal belongings or equipment in your possession should never be left in one of these areas. If you are not sure of any of the End User's procedures, you should contact the appropriate personnel and ask for further guidance.

## 18 Equal Opportunities Policy Statement

We strive to be an equal opportunities employer. In particular, we aim to ensure that all employees, potential employees, and other individuals receive equal treatment (including access to employment, training and opportunity for promotion) regardless of their age, colour, disability, ethnic or national origin, marital status, nationality, religion, race, sex or sexuality. As part of this, we do not want any employee to be disadvantaged by a condition or requirement that cannot be shown to be justifiable. We will not tolerate discrimination in any form.

This policy does not form part of the contract of employment.

Every employee is advised that:

- There shall be no discrimination on account of age, colour, disability, ethnic or national origin, marital status, nationality, religion, race, sex or sexuality;
- Each employee has a personal responsibility for the practical application of the Company's equal opportunities policy, which extends to the treatment of employees, customers, independent contractors and such other person or organisation with whom the Company is concerned. This also applies to those policies that have been put in place at the premises of the End Users.
- Breaches of this policy – or actions undermining it – will be considered serious disciplinary matters and may, in some cases, lead to dismissal;

In the case of any doubt or concern about the application of the policy in any particular instance you should consult the Company or the HR department of the End User

### *a Investigating a claim of discrimination*

The Company commits itself to the immediate investigation of any claim of discrimination on the grounds stated in the policy statement (at A above) and, where such is found to be the case, a requirement that the practice cease forthwith. If an employee feels that s/he has suffered discrimination then, if appropriate, s/he should approach the relevant individual(s) to discuss and try to resolve the matter informally. It is recognised though that this will not always be possible or advisable, in which case an employee is encouraged to raise the matter with the Company or the HR department of the End User. Wherever possible, efforts will be made to identify and remove unnecessary barriers to meet the needs of under-represented groups.

## 19 Menopause Policy

### *a Introduction*

This policy sets out the guidance for employees experiencing menopausal symptoms and explains the support available to them. It also details the Company's commitment to providing greater awareness across the organisation and creating and maintaining a comfortable working environment.

The aims of this policy are:

- To create an environment where female colleagues feel confident enough to raise issues about their symptoms and ask for support and certain adjustments at work.
- To ensure that conditions in the workplace do not make menopausal symptoms worse and that appropriate adjustments and support are put in place, recognising that the menopause and perimenopause is an individual experience and therefore there is no 'one size fits all' solution.
- To reduce sickness absence due to menopausal symptoms and retain valued members of the team in the workplace.

- To raise awareness of the personal challenges that menopause and perimenopause symptoms create for female employees, and to develop a greater understanding and network of support from all managers and colleagues across the organisation.

Menopause is a normal part of a woman's life. This policy recognises that the menopause is an equality and occupational health and safety issue and that women may need greater flexibility, support and adjustments during the time of change before, during and after the menopause.

Clarity Umbrella is committed to treating all employees with dignity and respect during this time and will work hard to ensure that the workplace does not make symptoms worse. The Company is committed to ensuring that women feel confident to discuss menopausal symptoms openly, without embarrassment or fear of ridicule, and are able to ask for support and adjustments in order to continue to work safely.

The menopause is a natural event in most women's lives during which they stop having periods and experience hormonal changes such as a decrease in oestrogen levels. It usually occurs between the ages of 45 and 55 and typically lasts between four and eight years. However, each woman's experience will differ and menopausal symptoms can occasionally begin at an earlier age with 1 in 100 women experiencing the menopause before 40 years of age.

Perimenopause, or menopause transition, begins several years before menopause and is the time when a woman may experience changes, such as irregular periods or other menopausal symptoms. This can be several years before menopause begins and women often start to experience menopausal symptoms during the final two years of perimenopause.

Post menopause is the time after menopause has occurred, starting when a woman has not had a period for at least twelve consecutive months, although some of the other symptoms can persist long after this.

Significant hormonal changes, such as those experienced in menopause, can affect a much wider community than many realise. Members of the transgender and non-binary community can sometimes experience menopause symptoms if they are taking hormonal treatments. The Company equally includes those from the transgender and non-binary community in the support that is offered.

While menopause symptoms vary greatly and are very individual to each woman, they commonly include:

- hot flushes
- night sweats
- mood disturbances and panic attacks
- anxiety
- dizziness
- fatigue
- memory loss
- depression
- headaches
- recurrent urinary tract infections
- joint stiffness, aches and pains
- reduced concentration
- heavy and/or irregular periods
- skin changes (dryness, acne, general itchiness)
- heart palpitations
- reduced libido

The menopause can also increase the risk of developing certain other problems, such as weak bones (osteoporosis).

Experiencing any of these symptoms can pose a significant challenge for women as they go about their daily lives, especially at work. The Company has a duty to provide a safe working environment for all employees and therefore commits to making reasonable adjustments and providing additional support to those experiencing menopausal symptoms.

A bad night's sleep can seriously affect someone's concentration and performance, while heavy periods or hot flushes can be physically distressing and embarrassing in front of colleagues or clients. Some of the potential psychological effects could also impact on an individual's relationships at work.

All line managers should:

- Familiarise themselves with the Menopause Policy and any other available guides
- Be ready and willing to have open discussions about menopause, appreciating the personal nature of the conversation, and treating the discussion sensitively and professionally
- Listen to the employee to understand and agree how best to support them with any adjustments that are required
- Make notes of any adjustments that are agreed and actions to be implemented
- Continue to discuss progress and agree review dates
- Ensure that all agreed adjustments are made.

#### ***b Available support***

Clarity Umbrella aims to facilitate an open, understanding and caring working environment. Employees are encouraged to speak with their Line Manager and explain that they are experiencing menopausal symptoms as early as possible, to help Line Managers determine the most appropriate way to support an employee's individual needs. Employees who do not wish to discuss the issue with their direct Line Manager may find it helpful to have an initial discussion with a trusted colleague, HR officer, or another Manager if they prefer.

#### ***c Reasonable adjustments in the workplace***

##### *Temperature control at work*

The Company will strive to achieve a comfortable working temperature for employees and will allow appropriate flexibility with its dress code where reasonable to do so.

##### *Working environment*

The Company will discuss the feasibility of making changes to an employee's working location, such as away from a sunny window or to fit a window blind, to allow more frequent breaks for fresh air, or agreeing other practical measures to help alleviate symptoms experienced whilst at work.

##### *Flexible working arrangements*

The Company recognises that there are many symptoms of the menopause, with difficulty sleeping at night, experiencing hot flushes and increased anxiety being common ones. All employees have the right to request flexible working and all requests will be given serious consideration. We aim to facilitate flexible working wherever possible. Requests for flexible working could include asking for:

- a change to working hours
- undertaking more work from home
- a reduction in working hours
- a change to certain tasks and responsibilities of the job role
- more frequent breaks.

Employees should discuss such requests with their Line Manager in the first instance.

#### ***d Information and support***

There are many local discussion groups for women going through the menopause and a good source of information and support is available through GP's and the NHS online.

On-line information is readily available from sites such as:

- [Menopause matters](#)

- [Daisy Network](#)

## 20 Whistleblowing Policy

### *a Purpose and Scope*

We are committed to ensuring that high ethical standards are maintained throughout our business. As part of this commitment, the Company seeks to support employees who report genuine concerns of malpractice or misconduct within the business.

This policy clearly outlines how employees can raise genuine concerns about wrongdoing in the workplace and details the Company's procedure for dealing with all such concerns.

The policy has been developed in accordance with the Public Interest Disclosure Act (1998) and as such ensures that all employees can raise concerns without fear of detriment or disadvantage.

### *b Background*

The law provides protection for employees who raise legitimate concerns about specified matters. These are called "qualifying disclosures". A qualifying disclosure is one made in the public interest where you have a reasonable belief that any of the following are being, have been, or are likely to be, committed:

- a criminal offence;
- a miscarriage of justice;
- an act creating risk to health and safety;
- an act causing damage to the environment;
- a breach of any other legal obligation; or
- concealment of any of the above;

It is not necessary for you to have proof that such an act is being, has been, or is likely to be, committed - a reasonable belief is sufficient. You have no responsibility for investigating the matter - it is the Company's responsibility to ensure that an investigation takes place.

This procedure is for disclosures about matters other than a breach of your own contract of employment. If you are concerned that your own contract has been, or is likely to be, broken, you should use the Company's grievance procedure.

### *c Abuse of the Policy*

Voicing a concern about wrongdoing in the workplace should not be done lightly. Whilst the purpose of this policy is to support employees who come forward with information or concerns about wrongdoing, the Company will not tolerate the system being abused. If it should become clear that the procedure has not been invoked in the interest of the public, for example, for malicious reasons or to pursue a personal grudge against another employee or the interests of the Company, this could constitute misconduct and will be dealt with in accordance with the terms of the Company's disciplinary procedure.

In the event that you believe that you are being subjected to a detriment by another employee as a result of the decision to submit a concern, you must inform the person dealing with the concern or investigation immediately. Appropriate action will be taken to protect you from any reprisals.

#### ***d Employee Procedure for Disclosing Information***

You are encouraged to use the Company procedure set out below to raise any concerns about wrongdoing in the workplace, either in relation to Clarity Umbrella or a Client.

Information may be disclosed or concerns may be raised either verbally or in writing to your normal Clarity contact.. If you wish to raise a concern in writing, you must complete a Disclosure of Information Form (see Appendix 1) and submit it to your normal Clarity contact..

If you do not wish to raise a concern in writing, you may organise a meeting with your normal Clarity contact., in order to inform them of your concern.

The Company recognises that you may not feel comfortable discussing your concerns with your normal Clarity contact., particularly if it is your normal Clarity contact. who you suspect of wrongdoing. In these circumstances, you should contact a director.

When your normal Clarity contact. receives the report of alleged wrongdoing, an assessment will be made of the form of action that should be taken. Some concerns or allegations may be resolved without the need for investigation; however, others may require full investigation. The investigation may be conducted internally by the Company, or by the Client themselves, depending on the situation.

Under normal circumstances, you should expect to hear from your normal Clarity contact within ten working days of raising the concern. However, if the concern raised is of a serious nature, your normal Clarity contact. may refer your complaint to a director or to a senior individual at the Client. This process may take some time and the above deadline may not be achieved. In these circumstances, you will be kept informed of the situation and notified when a proposed course of action has been determined.

Once a decision has been made on the proposed course of action, your normal Clarity contact. will complete a Proposed Course of Action Form (see Appendix 2). You will then be asked to sign the form to confirm that you consider the specified action to be appropriate.

If you deem the proposed course of action to be inappropriate, does not occur in the time period proposed, or is unsuccessful, then the Public Interest Disclosure Act (1998) allows you to contact a prescribed external body.

## **21 Bribery at Work Policy**

One of the Company's core values is to uphold responsible and fair business practices. We are committed to promoting and maintaining the highest level of ethical standards in relation to all of our business activities. Our reputation for maintaining lawful business practices is of paramount importance and this Policy is designed to preserve these values. The Company therefore has a zero-tolerance policy towards bribery and corruption and we are committed to acting fairly and with integrity in all of our business dealings and relationships and implementing and enforcing effective systems to counter bribery.

Any prizes, vouchers, gifts, or loyalty points earned in the course of your employment must be declared to your normal contact at Clarity Umbrella. Any such items are the property of the Company and will be allocated at the discretion of a director only.

You may not without prior written consent of the Company accept any gift, favour or hospitality of whatever kind from any client, supplier or other person.

You must act in accordance with the Company Anti-Bribery Policy at all times.

Any employee suspected to have breached the Company Anti-Bribery Policy will be subject to action in accordance with the Company Disciplinary Procedure. Such a breach may be considered gross misconduct by the Company, leading to summary dismissal without notice.

## **22 Leaving Clarity Umbrella Ltd.**

On leaving, the Company will deduct from any money due to you such sums as you may owe to the Company. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without the Company's agreement, you are in breach of your contract and you may forfeit some or all of any salary due to you.

Before leaving, you must hand over to your Client all articles belonging to the company including any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left the Company, you must not:

- Solicit or seek to entice away any Company staff;
- Use or divulge to any person or organisation any confidential information relating to the business of Clarity Umbrella Ltd.

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.



## APPENDIX 2 - PROPOSED COURSE OF ACTION FORM (WHISTLEBLOWING)

It is the responsibility of your line manager to complete this form and to ensure it is signed by both parties.

<b>MANAGER'S NAME:</b>	
<b>EMPLOYEE'S NAME:</b>	
<b>BRIEF DEFINITION OF THE CONCERN</b>	
<b>PROPOSED COURSE OF ACTION</b>	

I agree to the above proposed course of action and that I will follow the Company's internal investigation procedure to its fullest extent. I also agree to allow the action to be carried out in the time frame proposed. I understand that all information relating to the concern is confidential and should not be discussed with anyone other than those who are involved in the investigation or an appropriate external prescribed body. Finally, I understand that if I raise a concern externally, there are prescribed bodies with whom I should raise the concern.

<b>EMPLOYEE'S SIGNATURE:</b>	<b>MANAGER'S SIGNATURE:</b>
<b>PRINT NAME:</b>	<b>PRINT NAME:</b>
<b>Date :</b>	<b>Date:</b>

## VERSION CONTROL

Original Document Dated: 14<sup>th</sup> September 2019.

### Document Updates:

Starting with Clarity Umbrella: (c) General - Dated: 1<sup>st</sup> October 2019 (v2)

Updates 30/03/2022 (v3)

Updates 01/04/2023 (v4)

Updates 12/12/2023 (v5)

Updates 31/10/24 (V6)