

CLIPPER CONTRACTING LTD

EMPLOYEE HANDBOOK

ISSUE NUMBER 1.0 / ISSUE DATE
JAN 2025

Employee Handbook Issue and Updates

Pages	Issue Number	Issue Date	Details
1-162	1.0	January 2025	First edition

Contents

WELCOME.....	5
ABOUT THE EMPLOYEE HANDBOOK	6
OUR HISTORY.....	7
OUR VISION, MISSION & VALUES	9
SECTION 1 – GENERAL COMPANY (WORK) RULES & INFORMATION.....	10
CONTRACT OF EMPLOYMENT / TERMS & CONDITIONS	11
EMPLOYEE OWNERSHIP TRUST	11
PROOF OF RIGHT TO WORK IN THE UK	11
EMPLOYMENT REFERENCE CHECKS	11
EMPLOYEE DATA & CHANGES TO PERSONAL DETAILS.....	11
PAYMENT / REVIEW OF SALARIES	12
DEDUCTIONS FROM WAGES	12
INDUCTION & PROBATION PERIOD	12
WORKING HOURS AND ATTENDANCE STANDARDS.....	12
PUNCTUALITY	12
SICKNESS AND ABSENCE.....	13
ADVERSE WEATHER & TRAVEL DISRUPTION.....	13
DRESS & APPEARANCE	14
CLEAR DESK.....	15
PERSONAL PROPERTY	15
ACCESS KEYS & ALARM HOLDERS.....	15
LAY OFF & SHORT TIME WORKING.....	16
CALL RECORDING.....	16
COMMUNICATION.....	16
PUBLIC RELATIONS	16
RESTRICTIONS.....	17
INTELLECTUAL PROPERTY RIGHTS	17
CONFIDENTIAL INFORMATION	17
CONFLICT OF INTEREST	17
TERMINATION OF EMPLOYMENT.....	17
SECTION 2 - POLICIES & PROCEDURES.....	19
RECRUITMENT POLICY.....	20
PROBATION POLICY AND PROCEDURE.....	22

ANNUAL LEAVE POLICY.....	24
SICKNESS ABSENCE POLICY & PROCEDURE	27
TIME KEEPING POLICY	34
PERFORMANCE AND DEVELOPMENT POLICY & PROCEDURE.....	35
TRAINING & DEVELOPMENT POLICY & PROCEDURE.....	36
CAPABILITY POLICY & PROCEDURE	38
DISCIPLINARY POLICY & PROCEDURE.....	43
GRIEVANCE POLICY & PROCEDURE	49
COMMUNICATIONS, EMAIL, INTERNET AND SOCIAL MEDIA POLICY	52
GENERATIVE ARTIFICIAL INTELLIGENCE (AI) USAGE POLICY	56
MOBILE PHONE USE POLICY.....	60
DRIVERS POLICY.....	62
EXPENSES POLICY & PROCEDURE.....	64
SMOKING POLICY.....	68
ALCOHOL & DRUGS POLICY	69
SECTION 3 – EMPLOYEE WELLBEING & FAMILY FRIENDLY POLICIES.....	73
HEALTH AND WELLBEING POLICY.....	74
MENOPAUSE POLICY	76
FLEXIBLE WORKING POLICY.....	78
MATERNITY POLICY	80
PATERNITY POLICY.....	85
ADOPTION LEAVE (WITHIN THE UK) POLICY	87
SHARED PARENTAL LEAVE POLICY.....	91
SHARED PARENTAL LEAVE (ADOPTION) POLICY.....	98
PARENTAL LEAVE POLICY.....	106
TIME OFF FOR DEPENDENTS POLICY.....	108
CARERS LEAVE POLICY	109
UNPLANNED EMERGENCY LEAVE POLICY	111
BEREAVEMENT (COMPASSIONATE) LEAVE POLICY.....	112
VOLUNTEERING POLICY.....	114
SABBATICAL LEAVE POLICY.....	116
SECTION 4 – COMPANY BENEFITS	118
GYM MEMBERSHIP	119
RIDE TO WORK SCHEME.....	119
CORPORATE EYE CARE.....	119
EMPLOYEE ASSISTANCE PROGRAMME	119

PRIVATE MEDICAL	119
LIFE COVER (Death In Service)	119
PENSION SCHEME	120
ANNUAL LEARNING BUDGET	120
PERSONAL DAYS	120
REFER A FRIEND	120
SECTION 5 – COMPLIANCE	121
DATA PROTECTION UNDER THE UK GDPR	122
EMPLOYEE PRIVACY NOTICE	127
DATA BREACH REPORTING POLICY & PROCEDURE	134
CODE OF CONDUCT POLICY	137
EQUALITY, DIVERSITY & INCLUSION (EDI) POLICY	139
ANTI-BULLYING AND HARASSMENT POLICY	142
SEXUAL HARASSMENT POLICY	146
ANTI-CORRUPTION, TAX EVASION & ANTI-BRIBERY POLICY	151
GIFTS AND HOSPITALITY POLICY & PROCEDURE	153
WHISTLEBLOWING POLICY & PROCEDURE	155
CORPORATE SOCIAL RESPONSIBILITY POLICY	158
ETHICAL TRADE POLICY	159
HEALTH AND SAFETY POLICY & PROCEDURE	161

WELCOME

Welcome to Clipper.

Here at Clipper Contracting Group we are committed to creating a company where we work, learn and grow together.

We greatly value what we have achieved so far in our journey from when the Company was first formed back in 2008. Since then we have gone from strength to strength and we continue to do so, and our mission, vision and values play an important part in supporting that strength and growth.

As a business we are committed to ensuring that everyone feels encouraged and motivated to perform to the best of their ability and we look forward to excelling in our field of expertise.

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

Rob Wilks
Managing Director

ABOUT THE EMPLOYEE HANDBOOK

We created this Handbook to introduce you to the Company and to also be of continuing support throughout your employment with Clipper.

It should be viewed as a reference tool and a guide to the key policies and procedures we seek to use as a business. It is important that you familiarise yourself with its contents as you are expected to act in accordance with these policies and procedures and follow required practises at all times.

The Handbook is divided into the following sections:

- Section 1 – General Company (Work) Rules & Information
- Section 2 – Company Policies & Procedures
- Section 3 – Employee Wellbeing and Family Friendly Policies
- Section 4 – Company Benefits
- Section 5 – Compliance

Throughout this Handbook, Clipper will be referred to as “the Company” or “the business”.

This Handbook does not form part of your contract of employment, however your contract does require you to comply with the Handbook including any amendments which may be made to our policies and procedures at any time. We may also withdraw a policy and/or procedure. Notification of such amendments / withdrawal will be provided to you.

The Company shall process personal data collected during policy procedures in accordance with its Data Protection Policy. Data collected will be held securely and accessed by, and disclosed to, individuals only for the purposes of completing the procedure.

For existing Employees, this Handbook supersedes any previous versions. All references to earlier Handbooks within Company documents including offer letters and contracts, should now be taken to refer to this Handbook. Should you have any questions with regards to its content then please speak to your Manager or a member of HR.

Everyone should ensure that they take the time to read and understand the contents of this Handbook and act in accordance with its aims and objectives. Anyone with managerial responsibility must ensure that their team members understand the standards of behaviour expected of them and take action when behaviour falls below those requirements.

As a Company, we will review this Handbook on a regular basis and will advise you in writing of any major changes, with appropriate notice of their introduction. Minor changes may also be circulated to the business from time-to-time.

OUR HISTORY

How it all began

The history of our group of companies stems back to 2008 when Clipper Contracting Group was founded.

Seeing a niche in the market for providing a higher level of service to both the recruitment consultant and the workers, Clipper Contracting Group grew from humble beginnings in a small Dorset office, to paying circa 4000 UK temporary workers each week from our much grander offices in Poundbury. It has been a journey that has launched countless careers of former employees, from those going on to become Heads of Sales to those joining the Royal Navy. We're an FCSA accredited umbrella company, adhering only to the highest standards of compliance and leading the umbrella industry by being on the PSL's of some of the largest national recruitment agencies in the UK.

Whilst the founding Directors set up other businesses over the years that have formed part of the 'group', as of April 2024 the journey continues for Clipper Contracting Group down a slightly different path. The business is now owned by its employees under what is known as 'Employee Ownership'. This is an exciting new chapter where we are one of the few Dorset based business that are employee-owned, driving productivity and engagement and putting our future in your hands.

Our business is only as good as you - our Employees! We therefore look forward to developing you and your careers as well as developing the business.

WHAT DOES IT MEAN TO BE EMPLOYEE OWNED

The next chapter...

After 15 years, the time felt right for the founding directors to initiate a new direction for Clipper Contracting Group; the decision was made to put the business in the hands of its employees through an employee ownership (EO) structure.


In many ways, this switch changed everything in terms of the shareholding structure of the business but on the other hand, the day-to-day remains quite similar. For our employees though, the benefits are enormous. This new structure provides more of a feeling of ownership and accountability in the business, allows people more involvement in the business' future plans and potentially allows employees to benefit financially from the company's success.


An employee-owned Trust now owns the shares for Clipper Contracting Group and holds them on behalf of its beneficiaries (the employees of the business). Once employees have 12 months' continuous service, they will automatically become beneficiaries of this Trust.

The structure of our employee-owned business


This can seem complicated at first glance! But the graphic overleaf should help you understand the importance of each structural component.

Structure







Beneficiaries
Our most important assets! Represented by the Clipper Employee Committee, their ideas and suggestions will continue to be encouraged, collected and voiced, forming a crucial part of business decision-making. All qualifying employees will be beneficiaries.




Rob Wilks
Chairman of Board of Directors / MD




Paul Tonks
Finance Director




Ash Lyas
Director



Rik King
Chairman of Trustee Board



Steve Merchant
Independent Trustee



Jenny Underhay
Independent Trustee

Board of Directors
These are responsible for setting and delivering business strategy, ensuring performance targets are met and have day-to-day control of the business.

Trustees
These are moral guardians working on behalf of the beneficiaries - you. They will hold the Board of Directors to account for their overall management.

The one group not mentioned but possibly the most important for our employees is your Employee Committee. This group of nominated individuals are there to represent your views to the Board of Directors. You may want to suggest a new product idea, have an opinion about the office environment or want to know more about the business performance. Ask your Employee Committee representative!

Benefits of being employee-owned

Whilst we have touched on the benefits of an employee-owned business above, it is worth mentioning again. Businesses structured this way often out-perform their privately-owned peers for good reason:

- Employees will often take ownership of solving problems and will suggest new products
- They can attract and retain key talent that believe in employee ownership
- Beneficiaries have more influence over the future direction of the business
- They create a culture of fairness and equality
- They encourage employees to be curious and ask questions about the business
- Employees are incentivised to help the business grow so they share the financial benefits of ownership
- Employee ownership affords the ability to pay certain bonuses out tax-free, potentially up to £3600 per annum to beneficiaries

OUR VISION, MISSION & VALUES

Our Vision

Disrupting the payroll landscape and putting umbrella company solutions at the centre of the UK's flexible temporary workforce.

Our Mission

Through a compliant and friendly service, make the umbrella payroll process queryless for recruiters and workers alike.

Our Values



Ambitious Pioneers - Our culture is one of constant growth and innovation. We foster open communication, collaboration, and a willingness to welcome change for continual improvement. We stay attentive, open-minded, and embrace failure as a learning opportunity. We encourage ideas, we encourage new paths, we encourage people.



Energised Connectors - Our environment is supportive and inclusive because we are proactive in providing empathy and assistance. Champions of respectful communication, we are active listeners open to constructive feedback and always seek to maintain transparency. Creating the right relationships with the most meaningful connections is what allows us all to thrive; at the heart of every business is its people.



Agile Innovators - Our resolve to continuously improve and innovate has us fostering flexibility at every turn. We not only have a commitment to responsibility, to diversity, to efficiency, we truly value creativity with a great attention to detail. Enthusiastic and motivated, we boldly strive for intuitive problem-solving with an integrated internal feedback system ensuring growth and development, not just for our ideas, but for our people.



Success Drivers - Our purpose has us laser-focused on promoting individualised support and understanding with an emphasis on collaborative goal achievement. We cultivate a high standard of teamwork and relationship-building, not just through words but through actions – all business objectives are supported by team objectives and individual objectives. No job is too small, no achievement unappreciated. We hold ourselves accountable and are persistent in empowering everyone taking this journey with us to better processes and outcomes. We value success, we value drive, we value people.

SECTION 1 – GENERAL COMPANY (WORK) RULES & INFORMATION

- Contract of Employment / Terms & Conditions
- Proof of Right to Work in the UK
- Employment Reference Checks
- Employee Data & Changes to Personal Details
- Payment / Review of Salaries
- Deduction from Wages
- Induction & Probation Period
- Working Hours & Attendance Standards
- Punctuality
- Sickness & Absence
- Adverse Weather & Travel Disruption
- Dress & Appearance
- Clear Desk
- Personal Property
- Access Keys & Alarm Holders
- Lay Off & Short Time Working
- Call Recording
- Communication
- Public Relations
- Restrictions
- Intellectual Property Rights
- Confidential Information
- Conflict of Interest
- Termination of Employment

CONTRACT OF EMPLOYMENT / TERMS & CONDITIONS

As an Employee, you will have received an employment contract setting out the specific terms and conditions of your employment, one of which is the requirement for you to comply with the Employee Handbook.

The Company reserves the right to change such terms & conditions and employment policies and practices from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all affected employees. Where there is a contractual change to your terms and conditions of employment, we will consult with you where appropriate and then write to you confirming those changes.

EMPLOYEE OWNERSHIP TRUST

An Employee Ownership Trust is an independent legal entity that holds shares in the Company on behalf of its eligible employees. In 2024, Clipper became an employee-owned business. An employee with 12 months' continuous service will automatically become a beneficiary of the Clipper Contracting EOT on their 12-month anniversary. For further details in regard to the EOT contact Rob Wilks (Director) at rob.wilks@clippercontracting.co.uk

PROOF OF RIGHT TO WORK IN THE UK

As a business, we need to comply with the Immigration, Asylum and Nationality Act 2006. This Act states that employers can only hire people who can work legally within the UK.

Therefore prior to a formal offer of employment being made, you will be required to provide the necessary documentation that proves your identity and verifies that you are eligible to work in the UK.

If your immigration status changes during your employment, you must submit to your Manager or HR, proof of your renewed eligibility or, where applicable, proof of your Home Office application before the current time period expires. Should you fail to produce these documents or, for whatever reason, have your immigration clearance revoked, the Company reserves the right to terminate your employment.

During your employment, the Company may at any time ask to see your right to work in the UK, settlement status and/or identity documents, which you will be required to present.

EMPLOYMENT REFERENCE CHECKS

Prior to your onboarding, two previous employment references will be obtained, one of which must be from your most recent employer, where applicable. Your employment may not be confirmed until these references have been carried out and the results are satisfactory.

EMPLOYEE DATA & CHANGES TO PERSONAL DETAILS

The Company processes employee information for the purpose of staff administration and its business. Further details on this can be found within our Data Protection Policy and Employee Privacy Notice.

The Company uses an HR information / self-service system called Natural HR. It is essential that your personal details are complete, correct and kept up to date. If any of your personal details change during your employment with the Company, you will be responsible for ensuring that those changes are made within

Natural HR. This can include such information as home address and contact numbers, bank details, emergency contacts and name changes.

PAYMENT / REVIEW OF SALARIES

Salaries are paid on the last Friday of each calendar month by BACS transfer, one month in arrears. An individual payslip showing gross pay, net pay, fixed and variable deductions will be available to download each month. Your salary will be reviewed annually, however the Company is under no obligation to grant an increase.

DEDUCTIONS FROM WAGES

The Company will make any deductions from your pay as required by law or as authorised by you in writing. In addition, the Company reserves the right to make deductions from your pay where an overpayment has been made or, for example, to cover unauthorised absence, overpayment of wages, personal calls from company mobile phones etc.

You agree that, where you owe any money to the Company or a deduction is required, the Company may make the appropriate deductions from any sums payable to you. You will however be written to in such circumstances providing notice of that deduction.

INDUCTION & PROBATION PERIOD

Upon joining, each new employee will receive an induction into the Company. The Company believes that the induction programme will assist you with integrating into your role quickly and effectively, therefore ensuring that you become a productive and motivated member of your Team.

The induction aims to assist new starters in familiarising themselves with the Company's services and systems, colleagues, locations, job role, terms and conditions of employment and the necessary health and safety information checks. This will normally be carried out during the first week of your onboarding.

All new employees will be subject to a probation period of 6 months. Further details can be found within the Probation Policy.

WORKING HOURS AND ATTENDANCE STANDARDS

Your normal hours of work, along with details of breaks, will be set out in your contract of employment. The Company reserves the right to alter your hours of work from time to time by providing reasonable notice.

Across the Company, hours of work may vary.

You may be required to work reasonable additional hours without additional pay in accordance with the needs and requirements of the business.

PUNCTUALITY

Punctuality and regular attendance are essential to you and your Team's success. If, for any reason, you cannot attend work, will be late, or have to leave early, please notify your Manager before your scheduled start / leave time. It is imperative that you speak to someone in person. You must not leave a message on voicemail or send a text or email, as this will not be sufficient.

SICKNESS AND ABSENCE

The Company recognises that, on occasion, absences from work are unavoidable. Different types of absences can include the following:

Sickness Absence

If you are absent from work due to sickness, you should refer to the Sickness Absence Policy & Procedure.

Unplanned Emergency Leave

If you require emergency time off to provide temporary care for a dependent, then you must refer to the Time off for Dependents Policy.

If you require emergency time off to attend to a domestic emergency, then you must refer to the Unplanned Emergency Leave Policy.

Routine Appointments

You are expected to organise routine and scheduled appointments, such as medical and dental etc, outside of your normal working hours. Where this is not possible, please inform your Manager. Depending on the time you need to take out, your Manager may request that you make this time up, or if this is not possible then your absence will be unpaid, or a request can be made to your Manager to take annual leave (a minimum of half a day would be required).

Jury Service and Attendance at Court as a Witness

If you are called for jury service, or as a court witness, you will be granted unpaid leave of absence. You should therefore claim for loss of earnings from the court. You will normally be given a Form from the court asking for confirmation of your normal salary.

Time off for Religious Observance

You should make any requests for time off for religious observance to your Manager as early as possible or as soon as after the start of your employment. Although you have no legal or contractual right to religious leave or time off to pray, we will consider all such requests. Time off for religious observance must be taken from your rest periods or annual holiday entitlement, or you may also make a flexible working request in accordance with the Flexible Working Policy & Procedure.

Public Duties

The Company is legally obliged to permit reasonable time off for you to complete any public duties, e.g. magistrate or school governor etc. Time off for public duties will be unpaid, unless you choose to use your annual holiday entitlement. You should consult your Manager before taking on any public duties which will require you to take time off work.

Armed Forces Reserve

Employees who belong to one of the Armed Forces Reserve may be entitled to unpaid leave to attend training courses arranged by the Armed Forces.

ADVERSE WEATHER & TRAVEL DISRUPTION

The Company recognises that at times there will inevitably be problems travelling to and from work during periods of severe weather conditions or major disruptions to public transport e.g. train strikes or major incidents affecting travel or public safety.

In the event of adverse weather and travel disruption you should make every effort to report for work at your normal start time. This may include leaving extra time for your journey and/or taking an alternative route to work. Travel on foot or by bicycle should also be considered where appropriate and safe.

If you are unable to attend work on time or at all, you should telephone your Manager by no later than your normal start time on each affected day. If you are unable to attend work initially, you should check the situation throughout the day using external agencies (e.g. the police, public transport services, online etc). If conditions improve sufficiently, you should report this and attend work unless told otherwise.

If the Company cannot operate because of adverse weather conditions or other exceptional circumstances, we may require you to take holidays during this time or exceptionally, we may impose a period of lay-off. Alternative arrangements could be for you to work from home. You will be advised of any such requirement.

DRESS & APPEARANCE

The Company does not seek to inhibit individual choice in relation to appearance. It is important however for the Company to maintain a professional public image at all times, and to support its reputation you must maintain a smart and neat appearance.

The Company has therefore set a dress code of “relaxed office attire” where casual clothing (and footwear) is acceptable, provided it is neat, clean, crease free and not scruffy in appearance.

Length of dresses, skirts and shorts must be just above or on the knee, and no longer than mid-length. Hemlines should be long enough to feel comfortable and provide appropriate modesty throughout the day.

Tops must cover the upper body, with necklines that are suitable and comfortable without feeling the need to check you are appropriately covered throughout the day.

Footwear must be safe, smart and clean.

Clothes not considered appropriate include:

Spaghetti straps, vest tops and crop tops. Jeans with rips, holes or frayed hems. Caps, beanies or headbands (religious headwear is acceptable). Beach wear, sports clothes, tracksuits and track/jogging bottoms are also not permitted. Your clothes must not display prominent logos, images, messages, symbols that could cause offence.

These lists are not intended to be exhaustive and may be amended at any time.

If you have a client meeting scheduled, whether that be on site at Clipper premises or external, you must wear smart business attire or bring smart business attire with you to work so that you may get changed for the meeting. If clarification is needed on what smart business attire includes then speak to your Manager ahead of any meeting. For those that are on site during a client visit but not involved, you may be asked to also wear smart business attire. In such situations you will be provided with at least 24-hours notice.

Any jewellery worn should not be excessive or cause a health and safety risk to you or anyone else and should not be detrimental to your overall appearance. Hair should be kept clean and tidy and free from harsh unnatural hair colours. You should not display tattoos that could cause offence and if you are client / customer facing, or in specific roles, you may be asked to cover up tattoos.

We embrace the diversity of cultures and religions of our employees and take a sensitive approach when this affects dress code. You may wear appropriate religious and cultural dress (for instance clerical collars, head scarves and turbans) unless it creates a health and safety risk to our staff and customers.

We expect equivalent standards of dress and appearance from all employees of any gender, regardless of how they identify.

If you have a condition / disability that make it difficult for you to follow our dress code please let your Manager or HR know so we can discuss how we can support you.

We expect you to use your considered judgement when choosing your wardrobe for work, however if you arrive at work and not dressed appropriately or in accordance with our dress code, depending on the circumstances, we may require you to return home to change. This may be without pay.

If you have any queries in relation to our dress code, you should speak to your Manager.

CLEAR DESK

At the end of your working day or where you leave the office for an extended period during the day, you must tidy your desk and tidy away all work-related paperwork and files either into a desk drawer or a suitable filing cabinet, that must be locked. Confidential information or information containing personal data must always be securely stored. If you are unsure of the information's sensitivity, either ask your Manager or just ensure to lock it away securely. The floor space around your desk must remain tidy, and free from obstructions, at all times.

PERSONAL PROPERTY

If you leave personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc on Company premises, this will be entirely at your own risk. You are strongly advised not to leave any valuables unattended on our premises. The Company does not accept liability for loss or damage to any personal property whatsoever.

ACCESS KEYS & ALARM HOLDERS

If assigned as a Key Holder, you must abide by the following terms:

- The issued key(s) will remain the property of the Company.
- The key and alarm code will be issued only for the sole use of you as the Key Holder and it must not be loaned or otherwise provided to a third party / anyone else without the permission of a Director.
- You are responsible for any abuse or damage caused by your key.
- The site must always be left secure when you leave the site.
- The key(s) must be returned when you cease to be entitled to hold them.
- No copies of the key(s) are to be made under any circumstance.
- The Company reserves the right to withdraw the key(s) from you without reason at any time.

LAY OFF & SHORT TIME WORKING

The Company reserves the right to instigate periods of lay-off. A lay-off happens where the Company cannot provide you with work on a temporary basis, but we see this as a short-term measure only. We will not seek to terminate your employment in these circumstances.

The Company also reserves the right to instigate periods of short-time working. Short-time working may happen when the Company needs to temporarily lay you off for a number of days a week whilst maintaining the same rate of pay per hour for the time you are working.

Your contract includes a clause which allows us to instigate layoffs or put you on short time working.

During any such periods you will not be paid your normal salary. You will be paid your hourly rate for the hours that you actually work (short-time working) or a guaranteed payment (lay-off) according to the current statutory regulations.

CALL RECORDING

Calls may be recorded to monitor the quality of call handling, our level of customer service, to ensure the information we provide is consistent and accurate, to support with staff training and coaching and to protect our staff from abusive behaviour. Calls may also be used as evidence within an investigation should a misconduct, performance or capability concern arise during your employment.

Access to call recordings is controlled in line with data protection legislation and is limited to Management, Directors and HR. Should you require access to a recording of a call you were a party to, you will need to make a Subject Access Request.

COMMUNICATION

Communication takes on many forms and plays an essential part to the success of the Company. The Company will communicate on issues that relate to day-to-day operations and the long-term growth of the business, which can include but is not limited to the Quarterly Newsletters.

Everyone's views and feedback are central to the Company's communication strategy, and we welcome constructive ideas and suggestions from all our teams as to how we can improve and make our workplace a better place to work.

To support communication within the business, the Employee Ownership Committee was formed who are representatives from across Clipper that represent the views of Clipper employees. The Employee Committee meets regularly with the Trust Board and Board of Directors to share initiatives and ideas and discuss topics that are prevalent to the business at that time.

PUBLIC RELATIONS

You must not make any comment or statement to the media or press on behalf of the Company unless you have been expressly authorised to do so. If you receive an enquiry from the media or if you suspect that you are speaking to a member of the press, take a message and refer them to a Director who will be able to ensure that the question is dealt with effectively and accurately.

RESTRICTIONS

Your contract of employment includes a non-poaching clause which prevents you from enticing, or attempting to entice, any employee away from the Group. This restriction applies for the duration of your employment and for six months after its termination. Depending on your role within the business, you may also be subject to other post-employment restrictions. For further information, you should refer to your contract of employment.

INTELLECTUAL PROPERTY RIGHTS

If you create any type of intellectual property in the course of your employment, such as a document, website article, design, image or computer file, this will belong to the Company. You are not permitted to use any Company intellectual property for your own benefit or for the benefit of any third party. If there is a particular reason why you need to use Company intellectual property outside of the normal course of your employment (e.g. in relation to a training course or qualification), you must ask a Director for approval.

CONFIDENTIAL INFORMATION

Whilst working for the Company, and after leaving the Company, whether voluntarily or otherwise, you will not disclose or communicate any confidential information to anyone who is not authorised to receive it. For these purposes, confidential information relates to the business, prospective business, clients, customers, employees, products, services and affairs of the Company or the Group and which would reasonably be regarded as confidential or which is personal data under the Data Protection Act 2018.

CONFLICT OF INTEREST

During your employment, you must not be engaged or involved, whether directly or indirectly, in any business or employment that may interfere, compete or conflict with your duties to the Company. If you believe you are then you must declare this to the Head of HR.

TERMINATION OF EMPLOYMENT

Your contract of employment will provide details of your notice period and certain obligations that you must keep to when you leave. On termination of your employment, you must immediately return to the Company, in accordance with any instructions which may be given to you and within your contract of employment, all items of property belonging to the Company in your possession or under your control.

Garden Leave

The Company has the right during a period of notice to assign you to any other duties as and when required by the Company or to place you on garden leave. During such periods the Company will pay basic salary and other contractual benefits due to you. Your Manager may nominate dates on which you must take some or all, of your outstanding statutory annual holiday entitlement (if applicable), provided that advance notice is given to you.

Exit Interviews

Prior to your departure from the Company, you will be invited to attend an exit interview with HR.

Holiday Entitlement

Pending termination of your employment, you may be required to take your remaining accrued holiday entitlement during your notice period. If it is not possible for you to take your outstanding holiday, you will be entitled to payment for any accrued but untaken holiday as of your termination date.

Payment in Lieu of Notice

The Company reserves the right to make a payment in lieu of notice.

Retirement

The Company does not operate a compulsory retirement age. If you wish to retire, then you should inform your Manager in writing as far in advance as possible, in any event, in accordance with your notice period as set out within your contract of employment.

SECTION 2 - POLICIES & PROCEDURES

- Recruitment Policy
- Probation Policy & Procedure
- Annual Leave Policy
- Sickness Absence Policy & Procedure
- Time Keeping Policy
- Performance & Development Policy & Procedure
- Training & Development Policy & Procedure
- Capability Policy & Procedure
- Disciplinary Policy & Procedure
- Grievance Policy & Procedure
- Communications, Email, Internet & Social Media Policy
- Generative Artificial Intelligence (AI) Policy
- Mobile Phone Use Policy
- Drivers Policy
- Expenses Policy & Procedure
- Smoking Policy
- Alcohol & Drugs Policy

RECRUITMENT POLICY

Foreword

Effective and consistent recruitment practices are essential to ensuring that all applicants are treated fairly and equally and this Policy defines those practises which the Company considers important in the recruitment process.

The Company will promote best practise within its recruitment and selection procedure and will continuously review and develop to allow new practises to be incorporated.

Equal Opportunities in Recruitment

It is against the Company's Equality, Diversity & Inclusion Policy to discriminate either directly or indirectly on the grounds of age, disability, gender, gender identity or gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality, ethnic or national origin), religion, belief or lack of religion/belief, sex and sexual orientation. Reasonable adjustments to the recruitment process will be made to ensure that no applicant is disadvantaged because of their disability.

Identifying a Vacancy

When a vacancy arises, it is the responsibility of the Manager to complete an Authorisation to Recruit Form. On receipt of this, the Director with support from HR, will consider the role in line with requirements and future direction of the business. Consideration will also be given to whether the role could be offered on a more flexible basis, for example as a job share or part time.

Job Descriptions

The job description will describe the duties, responsibilities, qualifications, training, knowledge, experience, skills, aptitudes and competencies required for the role.

Advertising

All vacancies will normally be advertised internally within the Company to all members of staff prior to external methods of recruitment being used.

Where it has not been possible to recruit within the Company, then external methods of recruitment may be considered, which may include approaching approved employment agencies or advertising on job boards.

Staff subject to redeployment will be given access to vacancies before they are advertised more generally within the Company or externally.

There may be situations where an individual has already been identified for a role, for example through a succession plan, performance plan or some other reason. In these circumstances the vacancy will not be advertised either internally or externally.

Shortlisting

In order to shortlist candidates for interviews, the Company will:

- Identify specific job-related criteria using the job description
- Match these criteria with those detailed in the candidate's CV
- Use this information to select which candidates will be invited for interview

Candidates who apply for positions with the Company, whether through a direct advertisement or a recruitment agency, will always be informed of the outcome of their application as quickly as possible.

Interviewing

The interview will focus on the needs of the job and skills needed to perform it effectively. The interview should normally be carried out by a minimum of 2 people, one of whom should be the Hiring Manager.

Interview questions and the structure of the interview should be consistently applied to all candidates. Questions asked must not in any way be discriminatory or unnecessarily intrusive.

Notes recording the salient points of the interview should be taken, ideally by all interviewers so that they can refer back to these when assessing candidates and making decisions. Notes of the interview and any other notes on the candidate taken during the recruitment and selection process will be retained safely for a minimum of 6 months following the selection process.

Unsuccessful candidates following the interview stage will always be informed of the outcome as quickly as possible. Candidates will be dealt with courteously and sensitively and will, as a minimum, receive a telephone or written notification of the outcome of the interview.

Right to Work

All offers of employment are subject to the candidate providing proof of their right to work in the UK before they undertake work of any kind (including training and induction) and by no later than their first day of employment.

Candidates will be asked to specify and provide their visa / settled / pre-settled status at the application stage.

Qualification Certificates

Candidates, dependent on the specific requirements of the role, may be required to provide evidence of qualifications either in original certificate form or photocopies. Confirmation will be sought from the relevant Examination Board if certificates cannot be produced. An offer of employment will be conditional upon valid evidence of qualification(s) and the offer may be withdrawn if this is not supplied within a reasonable timescale.

If a Candidate falsifies certificates or evidence of qualifications and this subsequently comes to the attention of the Company at any stage during employment then the individual may be subject to disciplinary action.

Offer of Employment

Once the most appropriate candidate has been selected, a verbal offer will be made shortly after the selection process. This will then be followed through by an offer of employment. References will then be sought prior to a contract of employment being issued.

An offer of employment will be subject to satisfactory references, completion of a successful probationary period, the necessary proof that shows identity and eligibility to work in the UK and the necessary qualifications (where applicable).

PROBATION POLICY AND PROCEDURE

Foreword

The probation period is designed to allow both you and your Manager time to assess objectively whether or not you are a suitable fit for the role and the Company. The Company believes that the use of probationary periods increases the likelihood for new employees to perform effectively in their employment.

The probation period is for all new employees whether employed on a full-time, part-time or fixed term basis (where applicable), and in some cases (at the discretion of the Company) for employees who have been transferred or promoted into different posts.

Your contract of employment will provide details on the length of your probation period.

Reviews During Probation

At the start of your employment your Manager will ensure that you are fully aware of what is expected from you during your probation.

Throughout your probation they will then meet with you during set period reviews to provide feedback on such areas as quality and accuracy of work, meeting of targets / deadlines / objectives, attendance and timekeeping, work relationships and competency. If any problems arise, these should be addressed promptly with you to ensure you are aware that an aspect of your performance or conduct is unsatisfactory and to work on preventing the problem from escalating. Your Manager will also be responsible for providing guidance and support and for identifying and arranging any necessary training or coaching.

These review meetings will be set up in advance so you and your Manager have time to prepare for the meeting. At the meeting a Probation Review Form will be completed and approved on Natural HR, to provide a record of the meeting. Natural HR will send reminders of review dates to your Manager whose responsibility it is to carry these out in a timely manner with the assistance of HR as needed.

In addition to these review meetings, your Manager will check in with you regularly to ensure you understand what you need to do, provide you with feedback and check that you are receiving sufficient support.

Irregularities During the Probation Period

If it is questioned or established that you do not have the qualifications, experience or knowledge that you claimed to have at the time of interview, the matter will be discussed with you to establish the facts. If there is evidence to suggest that you falsified this information in any way, your employment may be terminated.

Concerns During Probation

If during your probationary period your Manager has concerns over your performance, conduct or attendance, they will discuss those concerns with you as and when they arise. Your Manager will clarify what those concerns are, provide evidence and examples of the issues, provide an opportunity for you to respond and set timescales for an improvement to be seen. A record of that meeting will be saved on Natural HR.

End of Probation

Prior to the end of your probation period your Manager will invite you to attend a final review meeting in order to discuss your performance and progress throughout the probation period. The review will be conducted on or shortly before the date on which your probation period comes to an end.

Where your performance is satisfactory, and the Company is in receipt of satisfactory references, the necessary proof that shows your identity and proves you are eligible to work in the UK, confirmation will be provided to you in writing of your employment with the Company.

Extending Probationary Period

At the end of your probation period, should your Manager be concerned that you are not reaching a satisfactory performance level, an extension may be implemented. The reason for this may be due to; performance during probation not being entirely satisfactory but is thought likely that an extension to the probationary period may lead to an improvement; or where you have been absent from the workplace for an extended period during probation.

If an extension is agreed, the Company will confirm the terms of the extension to you in writing which will include the length of the extension, reason for the extension, performance standards or objectives required by the end of the extension, any support (e.g. further training) that will be provided and a statement that should you not fully meet the required standards by the end of the extended period, your employment may be terminated.

Shortly before the date on which the extended probation period comes to an end, your Manager will invite you to attend a final review meeting in order to discuss your performance and progress throughout the extended period. At this meeting, you will have the right to be accompanied by a colleague or appropriately certified Trade Union representative, for which you will need to make the necessary arrangements.

Termination of Employment

If there is clear evidence either during or at the end of the probationary period (despite the necessary support and training provided) to suggest that you are wholly unsuitable for the role, your Manager will arrange a final review meeting in which to discuss your performance and you will be informed of the reason for the termination. At this meeting you will have the right to be accompanied by a colleague or appropriately certified Trade Union representative, for which you will need to make the necessary arrangements.

Following the meeting, the Company will write to you confirming the reason for the termination of your employment. Details of your right to appeal the decision will be provided to you within the letter.

If you are an existing Employee who has been transferred or promoted into a different role, the Company's normal capability or dismissal procedure will be followed.

Right to Appeal

Where employment has been terminated during the probationary period, you have the right to appeal against the decision. To appeal, you should write to the Manager stated within your termination letter, setting out the grounds for your appeal. This must be done within 5 working days of you receiving your termination letter.

You will be invited to attend an appeal hearing in writing, and you will have the right to be accompanied at the hearing by a work colleague or appropriately certified Trade Union representative. A written record will be made either by the Manager holding the hearing or an official note taker.

Appeals will be heard by a Manager or Director who has not previously been involved in the matter. The decision taken at the appeal hearing will be final.

ANNUAL LEAVE POLICY

Foreword

Taking your annual leave is important for both you and the Company. It supports your wellbeing, reduces the risk of stress and possible burnout and boosts productivity on your return to work.

It is important for your own wellbeing that you take regular holidays throughout the holiday year, and we encourage you to take your full entitlement.

Your Entitlement

Our holiday year runs from 1 January to 31 December. Please refer to your contract of employment for details of your annual entitlement.

Your holiday entitlement accrues monthly, and if your employment starts or ends part way through the holiday year, your holiday entitlement during that year will be calculated on a pro-rated basis.

For those who work part time hours / days, your holiday entitlement will be pro-rated accordingly (based on the equivalent to a full-time employee working a 5 day week). This also includes any length of service increments.

Booking Holiday

All holidays must be pre-approved by your Manager through Natural HR.

You should not make any travel arrangements or financial commitments until you have received confirmation from your Manager that your request has been approved. Your Manager has the right to refuse your request on the grounds of workload or other absences within the team; you should therefore not assume that a holiday will be agreed until you have their express agreement.

If we need to refuse a holiday request because of business needs, it should be noted that we will not be responsible for any financial commitment made by you, prior to authorisation. Should you have a request refused and fail to attend work, the absence will be recorded as unauthorised and disciplinary action may be taken.

We ask for as much notice as possible when booking holidays, however a minimum of 2 weeks' notice is required for any holiday, or at least 1 weeks' notice if your intention is to take occasional days.

Requests for leave are usually considered on a first come first served basis. At popular times of the year, particularly around Christmas, Easter and school holidays, your Manager may need to rotate holiday allocation regardless of who put in the request first.

Taking Holiday

From time-to-time employees may be required to work at the weekend or on a bank holiday, which will be discussed and agreed with you in advance. When this applies you can request time off in lieu for the time you have worked, with prior approval of your Manager.

The Company may specify certain dates on which you are required to take holiday including periods of shut down and to avoid employees accruing large amounts of untaken holiday. In such circumstances the Company shall provide prior written notice equivalent to twice the number of holiday days which the Company requires you to take. For example, the Company will give ten days' notice if it requires you to take five days' holiday.

Falling Sick During Booked Holiday Leave

If you are sick or injured during your holiday, you may wish to request to take your holiday as sick leave, subject to your fulfilling all of the following conditions:

- Report your sickness absence following the normal absence reporting procedure, even if you are abroad.
- Keep us informed daily about your anticipated length of absence.
- Obtain a fitness for work statement from a qualified medical practitioner for the total period of sickness where it exceeds 7 days.
- Submit to your Manager a written request no later than 5 days after returning to work setting out how much of your holiday was affected by sickness and the amount of leave you wish to take at another time.
- If you are overseas when you fall ill or injured, the total period of sickness absence must still be evidenced by way of a medical certificate.
- Be in a position to be able to attend a meeting, with reasonable notice, to discuss your sickness absence.

Failure to comply with the above may lead to your request to treat the period of annual leave as sickness absence being refused.

If found to be making dishonest claims under this policy, disciplinary action may be taken.

Any days / spells of leave converted from a period of holiday to sickness absence will count towards the trigger points under the Sickness Absence Policy & Procedure.

Holiday Entitlement During Sickness Absence

You will continue to accrue holiday entitlement during any period of sickness absence.

Only during long-term sickness absence (4 weeks or more), can a request be made to use holiday entitlement that has been accrued. To do this, you must put your request in writing to your Manager stating what dates and the number of days you wish to use in this way.

If during a holiday year, you are unable to take your full holiday entitlement due to long-term sickness absence, you may carry over any unused holiday to the next holiday year, with the agreement of the Directors.

Any holiday that is carried over under this provision is limited to the four weeks annual leave that you are entitled to under the Working Time Directive and must be taken within 18 months starting from the end of the holiday year in which it was accrued.

Annual Leave Carry Over / Buy Back of Annual Leave

At the end of each holiday year, you are able to carry over into the next year, up to 3 days annual leave which is to be taken by 31 March, after which time it will automatically be lost. Different carry over rules apply if you are unable to use your annual leave as a result of taking statutory leave such as maternity or other family-related leave.

Whilst we strongly encourage you to take your full annual holiday entitlement within that holiday year, in January of each year you can apply to sell back up to 3 days unused annual leave from the previous year. This is subject to 4 weeks / 20 days holiday having been taken to comply with the Working Time Directive (this is pro-rated for those working less than 5 days a week).

Any requests to sell annual leave must be made in writing by completing an Application to Sell Annual Holiday Leave and submitting it into HR between the 'window' of the 1 and 15 January, where it will be paid in one lump sum within January's payroll (subject to tax and NI deductions). If for any reason that is out of your control and you miss this deadline, then subject to Director's discretion, your request may be considered out of this application deadline, where the payment would be made to you during February's payroll.

Any carried over annual leave not taken by the end of March or not sold during the 'window' in January, will automatically be lost.

Holiday on Termination of Employment

When leaving the Company, any accrued but untaken holiday up to your last date of your employment shall be paid to you by the Company within your final pay.

If you have taken holiday in excess of your entitlement, you will be required to repay such amount to the Company. Any sums due may be deducted from any money owing to you, including from your final salary.

No holiday entitlement will accrue in respect of any part of a notice period not worked by you.

SICKNESS ABSENCE POLICY & PROCEDURE

Foreword

This Policy is designed to assist the Company in effectively managing sickness absence.

The Company recognises the importance of ensuring that an employee who is genuinely unwell will be supported and treated fairly and consistently. However, we do have to ensure that any sickness absence by an employee impacts as little as possible on the business.

This Policy sets out procedures for both short and long-term absence. Long term absence is defined as any absence that is more than 4 weeks.

General Principles

The Company reserves the right to not use this Policy & Procedure during the probationary period.

It is important that an open two-way communication is maintained in order for us to best support you and manage your absence on an informed and fair basis.

It is your responsibility to look after your own general health and wellbeing, this includes seeking professional advice and treatment when needed.

You are encouraged to speak to your Manager about any health issues / disabilities which may affect your attendance at work.

The Reporting of Sickness Absence

On the first day of any absence from work caused by sickness or injury you must inform your Manager. This contact should be made by telephone prior to your start time. Unless otherwise agreed you must not email or text. If your Manager is unavailable then you must speak to the next most appropriate person in your Team or HR. Calls made on your behalf e.g. from a partner or family member etc, will not be accepted unless in exceptional circumstances.

During the call you must indicate the reason for your absence, its likely duration and when the illness started. You should also provide a contact number so that your Manager is able to contact you, if required.

You should continue to make regular daily verbal contact with your Manager during your sickness absence unless it has been agreed otherwise between you and your Manager, or a Statement of Fitness For Work ('Fit Note') has been received from you. If a Fit Note has been received then you should agree with your Manager on how regular the contact needs to be.

If you come into work but need to subsequently leave during the day because of ill health, you should inform your Manager before leaving work. If your Manager is unavailable, then you must speak to the next most appropriate person in your Team or HR.

For sickness absence that begins part way through the day, if you leave before completing 50% or more of your working day that will count as one full days' sickness absence. For sickness absence that begins after 50% of your day has been completed, this will be recorded as half a days' absence.

Statement of Fitness for Work (Fit Note)

If the period of sickness absence goes beyond 7 days (this includes weekends and rest days), then you must obtain a Fit Note and forward this to your Manager without any delay. Fit Notes can be issued by GPs, Nurses, Occupational Therapists, Pharmacists and Physiotherapists who have assessed your fitness for work.

The Fit Note will state that you are either:

- Not fit for work, or
- Maybe fit for work taking into account recommendations such as a phased return to work, adjusted hours, amended duties and / or workplace adaptations

Should your Fit Note state 'not fit for work' then you must not return to work prior to the end date stated, unless discussed and agreed otherwise with your Manager and HR.

If the Fit Note states you may be fit for work taking into account recommendations, you must contact your Manager or HR prior to returning to work so a review can take place of these recommendations to see if it's possible to accommodate those.

If the recommendations cannot be accommodated, then you would remain off work until your current Fit Note expires.

Returning from Sickness Absence

When you return to work you will be required to attend a 'return to work' discussion with your Manager.

For absences under 7 days, you may be required to complete a Self-Certification (SC2) Form.

Please note that if you fail to provide a Fit Note for any absence from work that is 8 or more days, your absence will be treated as unauthorised and may result in disciplinary action being taken.

Statutory Sick Pay (SSP) During Sickness Absence

If absent from work, the Company will pay statutory sick pay (SSP) in accordance with current employment legislation. The first 3 days are known as "waiting days" for the purposes of Statutory Sick Pay (SSP) where sick pay is not payable.

SSP is payable for up to 28 weeks. Some employees may not qualify for SSP in accordance with current employment legislation. For the latest rates and eligibility on SSP go to - <https://www.gov.uk/employers-sick-pay/entitlement>

Company Sick Pay (CSP) During Sickness Absence

The Company also operates a CSP scheme, where unless your contract provides otherwise, following successful completion of your probation period you shall be entitled to CSP for up to 5 days and then following 12 months service you shall be entitled to CSP for up to 10 days. This is an annual provision which renews every year on the anniversary of the commencement of your employment. Every year your provision will renew and you do not carry over any remaining annual provision from year to year.

Payment of CSP is provided that your absence was caused by an unavoidable sickness or incapacity and you have followed the correct absence reporting and certification procedures.

Payments of CSP will be less the amount of any SSP provision. Once you have exhausted your CSP, you will continue to receive SSP in accordance with the relevant legislative eligibility.

Unauthorised Absence

If you fail to attend work and do not make contact with your Manager as per the above guidelines, then your Manager will try to get in contact either by calling you direct, contacting your emergency contact or visiting you at your home. Unauthorised absence may result in disciplinary action being taken.

Medical Reports

It may be necessary for us to obtain a medical report from your GP at any time during your employment to allow us to understand and assess any medical condition you are affected by. You have the right to withhold your consent to us obtaining a medical report but bear in mind that if you do we may have to assess your state of health and its impact on your continuing employment without the benefit of the information in that report.

We may also require you to undergo a medical examination by an Occupational Health Advisor nominated by us. Again, if you refuse to undergo a medical examination without good reason, that may be regarded as a failure to follow a reasonable management instruction and may therefore be subject to disciplinary action.

In reasonable circumstances, the Company can refuse to allow an employee to return to work until they have been seen by an Occupational Health Advisor nominated by the Company, regardless of whether you have been signed as fit to return back to work by your GP.

Any information obtained will be used in order to understand the impact of any medical condition(s) on your ability to attend work and/or perform your role. This information will allow us to make sure you are receiving the right level of support from the Company, including whether we are required to make any adjustments as a result of any medical condition(s).

Falling Sick During Booked Holiday Leave

If you are sick or injured during your holiday, you may wish to request to take your holiday as sick leave, subject to you fulfilling certain conditions. Details of this can be found within our Annual Leave Policy.

Holiday Entitlement During Sickness Absence

Only during any long-term sickness absence (4 weeks or more), can a request be made to use holiday entitlement that has been accrued. Details of this can be found within our Annual Leave Policy.

Frequent Short-Term Absence

Persistent absenteeism has a detrimental impact on your colleagues and on the Company. As such your Manager will monitor attendance levels on a regular basis.

Please note that it's not the genuineness of absence that is being reviewed but the number of absences that have been incurred.

If we believe your level of absence is unacceptable then you may be subject to absence management proceedings. These proceedings will mirror the Company's Disciplinary Policy & Procedure to ensure clarity, openness and fairness.

In order to assess whether absence levels are excessive and unacceptable, your Manager / HR will use the Bradford Factor Score method.

The Bradford Factor Score is a method of calculating individuals' short-term absences. The score is calculated using the Bradford Formula $S \times S \times D = B$. The calculation is usually based on a rolling 12-month period.

- S is the total number of separate absences
- D is the total number of days of absence
- B is the Bradford Factor score

Examples:

An Employee who over the last 12 months has been absent on 11 separate occasions and in total was off for 13 days: $11 \times 11 \times 13 = 1573$ scoring

An Employee who over the last 12 months has been absent on 1 occasion and in total was off for 13 days: $1 \times 1 \times 13 = 13$ scoring

The following 'trigger points' should only be used as a guide:

Bradford Factor Score	Recommended action
0 - 45	No issue and no action required.
46 – 124	Sufficient score for a Manager to address their concerns and advise on possible outcome should absences continue to occur.
125 - 399	Sufficient score for a Manager to proceed to a disciplinary hearing where a possible outcome may be a First Written Warning.
400 - 649	Sufficient score for a Manager to proceed to a disciplinary hearing where, if a First Written Warning has already been issued, possible outcome may be a Final Written Warning.
650+	Sufficient score for a Manager to proceed to a disciplinary hearing where, if a Final Written Warning has already been issued, possible outcome may be Dismissal.

Please note that if you work part time, the trigger points will be pro-rated depending on the number of hours you are contracted to work.

If you meet a trigger as set out above, your absence levels will be investigated by your Manager and as a result, you may be referred to a disciplinary meeting under the Company's Disciplinary Policy. You should refer to the Disciplinary Policy in conjunction with this Policy for further details.

The Company, at its sole discretion, will also monitor patterns of sickness absence which raise cause for concern. Examples may include (but not limited to) repeated absences with similar reasons, before or after weekends, public holidays or annual leave, or recurring on the same days / dates. We also reserve the right to consider any avoidance of the Sickness Absence Policy, for example if it appears that attempts are being made to avoid reaching trigger points. This may be treated as a disciplinary matter which may result in formal disciplinary action being taken.

From Short Term to Long Term Absence

Sickness absence of four weeks or more usually occur for example when you have a serious illness, medical condition or when you have undergone a surgical operation that means you need time to recuperate. This can be caused by either a single lengthy absence or many absences.

Long-Term Absence

Following four weeks sickness absence, and in the first instance, a Stage 1 investigation / absence review will be carried out by your Manager and HR in which to understand your medical position, any medical advice you have received to date, how you are progressing and to identify what support you may need to facilitate a return to work. This may also include us looking to gain a medical report from your GP and/or you being examined by an Occupational Health Advisor (as directed by the Company and at the Company's expense) in order for them to provide us with a medical report. Both subject to you providing your consent.

Any information obtained will be used in order to understand the impact of any medical conditions on your ability to attend work and/or perform your role. This information will allow us to make sure you are receiving

the right level of support from the Company, including whether we are required to make any adjustments as a result of any medical condition/s.

Where a report from your GP is necessary, you will be fully informed of your rights under the Access to Medical Reports Act 1988.

It is important to note that whilst we cannot force you to provide your consent to us obtaining a medical report or being examined by an Occupational Health Advisor, if you choose to decline such a request then a decision will be made on the basis of the information that is available.

Throughout your period of absence we will maintain regular contact with you. You will be consulted with on how contact will be maintained, for example by telephone, email and/or visits to work or your home at agreed dates / times. There will be a requirement for frequent contact to be maintained throughout this period and you will be required to attend regular meetings to review your absence, wellbeing, progress in terms of your return to work and to discuss the content of any medical reports that may be received.

If following a Stage 1 absence review meeting, and where measures have been taken to support a return to work and, despite those measures, it's not been possible to agree a possible return to work date, the next stage would be for your Manager to hold a Stage 2 absence review meeting.

If following Stage 2 meeting discussions / measures, a return to work date cannot be agreed in some capacity, a final Stage 3 absence review meeting would take place.

Prior to each meeting you will be contacted either by your Manager or HR to agree a suitable date, time and venue. You will then be written to confirming the details of the absence review meeting and provided with any supporting documents that will be used as part of the meeting such as notes taken from any absence reviews / return to work discussions etc.

If you do not respond to efforts made to contact you, or you do not co-operate with attempts to agree a date, time and venue then your Manager will be entitled to set a time and place for the meeting without your agreement.

You must make reasonable steps to attend any meetings or discussions and if you fail to repeatedly attend without notice or good reason, the meetings may go ahead without you. You should also ensure that you inform your Manager of any support / adjustments that you may require that would enable you to participate in the meeting.

Right to be Accompanied

If a return-to-work date is unable to be reached and you are invited to attend a final Stage 3 absence review meeting, you have the right to be accompanied at this meeting by a work colleague or appropriately certified Trade Union representative. You must advise your Manager in advance of the meeting as to who your companion will be.

Your companion can ask questions during the meeting, but they may not answer any questions on your behalf. They can talk with you during the meeting, ask for an adjournment on your behalf and take notes on your behalf. There will also be an official note taker present at the meeting.

If you or your chosen companion are unable to attend the meeting you must notify your Manager before the meeting takes place to advise them of this and your reasons why you are unable to attend. Any requests to reschedule the meeting should include a list of suitable times and dates where you both can attend within 5 working days of the original scheduled meeting.

What to Expect During the Review Meetings

During each review meeting your Manager will review any supporting medical evidence available. This would include any medical reports that have been obtained. Alternatively, if consent to a medical examination by a medical practitioner or consultant, nominated by the Company, has not already been provided, your Manager may discuss this with you further.

Your Manager will encourage an open and honest discussion with you, in order to understand what may be causing your continued absence from work and will also agree a date for any further review meetings.

If it is identified that you are able to agree to arrangements for a return to work, your Manager will agree further review timescales with you. The purpose of this is to support you in ensuring that the return to work is sustained and that the appropriate adjustments are in place to support with this.

Phased Return to Work / Action Plan

When a medical assessment or an up-to-date Fit Note is received, which confirms you are fit to return to work, your Manager and HR will work with you to agree an action plan to facilitate your return, which may include:

- Refresher training course (training in relation to your role)
- Additional training courses that you feel would help your return to work
- Any additional support you may require
- Any reasonable adjustments to your working environment that can be made
- Health and safety assessments (if applicable)

Depending upon the nature of your illness and the medical advice given, if an immediate return to work is not achievable, we can (where reasonable) offer you a phased return to work. You must however fully return to work within a maximum of 3 months of your return to work date. During your phased return to work you will be paid for the actual hours that you work.

If your medical condition is such that you may not be able to carry out your normal duties and/or your condition qualifies as a disability, we will consider whether there are any 'reasonable adjustments' that can be made to support a return to work.

Upon your return to work, a meeting will be held between you and your Manager and a record will be documented as to what has been discussed and any next steps agreed.

If following your return to work, your attendance declines, the process would continue from whatever Stage was reached as part of your review meetings.

Termination of Employment on Grounds of Ill Health

If it becomes clear that a return to work cannot be agreed, taking into account any supporting evidence obtained, your Manager will consider the following options before making a decision on your employment, (Stage 3) review meeting:

- Redeployment (where a suitable vacancy exists that is acceptable to you)
- Demotion (where a suitable vacancy exists and is acceptable to you)
- Dismissal (with notice) where there is not another available role or where you have rejected redeployment or demotion

A letter confirming the outcome of the final Stage 3 meeting would be sent to you which will also provide details on your right to appeal. If you wish to appeal then you must do so in writing within 5 working days of the decision. The outcome letter will confirm who the appeal will need to be sent to. Your appeal should

clearly state the reasons why you wish to challenge the decision and you should provide as much details as possible, including your desired outcome.

Where possible, in most cases the appeal will be heard within 7 days, but if this is not possible you will be advised.

An appropriate Manager who has not previously been involved in the process will conduct the appeal hearing and an independent note taker will also be present. You retain your right to be accompanied at the appeal hearing by either a work colleague or appropriately certified Trade Union representative.

Disability

We will always account for any disability in the application of this Policy. Where necessary, we will carry out any necessary assessments to see if there are any reasonable adjustments that could be made to your job or other aspects of your working arrangements to minimise absenteeism or to assist with your return to work.

Medical Suspension

If we are concerned about your health and safety at work, or that the health and safety of others is being affected by your physical and/or mental health, you may be suspended on medical grounds pending further investigation to establish that you are fit to work. You will receive full pay during the period of your suspension.

TIME KEEPING POLICY

Foreword

The Company operates the following Policy on timekeeping, in order to maximise its productivity, efficiency and effectiveness and ensure fair treatment of all staff.

Your contract of employment defines the minimum hours of work that you are contractually required to work, including your start time, finish time and provision for lunch breaks. You are responsible for ensuring that you arrive at work early enough to enable you to begin your work at the appointed start time. Similarly, you are required to remain at work at least until the finishing time defined in your contract of employment, unless granted permission by your Manager to leave work before that time. The same principles apply to lunch breaks.

Where, for any reason, you realise that you are likely to be late for work at the start of the working day, you must telephone your Manager as soon as possible to explain the situation and give an estimate of when you expect to arrive at work. It is accepted that circumstances outside of your control can cause lateness, e.g. if a traffic accident has caused long delays on the roads or there has been disruption to public transport. However, a high volume of traffic causing delays, or disruption to public transport that become normal or regular occurrences, will not be regarded as a valid reason for any lateness.

This Policy also governs timekeeping whilst at work, in particular timekeeping in respect of meetings. You are responsible for ensuring that you arrive at meetings at least 5 minutes before the meeting is scheduled to start. If you anticipate being late for a meeting, you should telephone the meeting organiser as early as possible to inform them of an expected time of arrival at the meeting and the reason for the lateness. The Company will not tolerate repeated lateness for meetings, as this wastes other employees' time and causes inconvenience, annoyance and inefficiency.

Repeated or persistent lateness without good reason will be viewed as misconduct where disciplinary action may be taken.

Manager Responsibilities

On each occasion when an employee arrives to work, a meeting, or other work commitment late, then your Manager in the first instance should speak to you informally to establish the reason for the lateness. This is to establish as to whether or not there are any particular difficulties with timekeeping, the cause of any such difficulties and how you might look to achieve improvement.

Your Manager will be responsible for keeping records of the dates, number of occasions and the length of lateness on each occasion.

Where, following any 3 or more occasions of lateness within any 3 month rolling period, your timekeeping remains unsatisfactory, disciplinary action may be taken.

PERFORMANCE AND DEVELOPMENT POLICY & PROCEDURE

Foreword

Performance management within the business helps to boost employee engagement and productivity.

It is a continual cycle throughout the year where you and your Manager will continually meet to discuss your role and your performance within that role. It allows Managers to help track the progress of their teams and provide support to enable personal development.

Once a year a formal performance review meeting, otherwise known as an appraisal review, will take place where the objective of that meeting is to review the previous year's achievements and to discuss any future training, development and career planning relevant to you and your role in the Company.

Timing and Format of the Formal Performance Review Meeting

The performance management process will commence each year from director-level and work downwards in order for Company objectives to be considered at all levels when discussing performance and development, so that planned development is aligned to the Company's needs, objectives and vision.

Performance review meetings will take place over the months of June and July and your Manager during this time will schedule a meeting with you.

During the meeting, you will be required to enter into a two-way discussion around your achievements, performance, training and goals. This discussion will also include a review of your performance against objectives set in the previous year and setting of new objectives for the coming year. The meeting will provide an opportunity to discuss your own career development goals and aspirations, and how the Company may be able to support with those. This will be recorded within a Personal Development Plan (PDP).

New employees who are still in their probationary period will still have reviews as part of their probation.

Performance Review Form

Prior to your review your Manager will ask you to complete a Performance Review Preparation Form. This Form is designed to prompt you to give some thought to the areas that the review meeting will address. This Form must be completed and returned to your Manager prior to the review meeting taking place.

SMART objectives

Objectives are agreed results that you must achieve within a timeframe set and with available resources to you. Objectives should be set using the following SMART criteria;

- Specific - be clear as to what is exactly required
- Measurable - provide an indicator to measure progress
- Achievable - is it achievable in the timeframe set and the resource available
- Realistic - what results can realistically be achieved
- Time bound - when are the results to be achieved by

Performance Review Lifecycle

Whilst this is a continual cycle, a formal mid-year review will take place during the months of January and February to determine if you are on track.

TRAINING & DEVELOPMENT POLICY & PROCEDURE

Foreword

Training and development are activities within a business designed to enhance, update, improve and refine the knowledge and skills of its employees.

The Company recognises that effective training and development offers benefits not only to an employees' development but also to the business, being that it will ultimately contribute to continuous improvement and achievement of business objectives.

Types of Training and Development Activities

The Company provides a range of training and development activities, which fall into four broad categories:

Programmes relating to the enhancement of skills for an employee's current position - These include internal and / or external courses providing technical training, for example on the use of software packages, and specialist training relating to the skills that an employee requires for their job.

Programmes leading to a professional or academic qualification - The Company encourages employees who wish to pursue continuous professional development and where appropriate to gain further qualifications.

Programmes that have a specific management or supervisory focus - These include internal and / or external courses on management and leadership development and supervisory skills for Managers.

Health and safety and 'mandatory' training – This includes training for first aid and mental health first aiders, and finance standards training.

Identifying Training Needs

Decisions on the suitability and applicability of training and development activities will be determined through the performance and development review process, where any requests or requirements will be recorded within a Personal Development Plan (PDP) The Company may also undertake regular Training Needs Analysis' across the business. From these sources, the appropriate training or study requirements will be identified.

Employees can request training and development at any time, but this will usually be done within the performance review process as outlined above, and within the performance development process. Any training and development requests should be made through your Manager.

For all mandatory training courses, where applicable, they will be publicised through the Company's normal communication channels.

Monitoring and Evaluating Investment in Training and Development

The Company / Managers will have a responsibility to monitor and evaluate the effectiveness and suitability of any training and development that you have undertaken. Managers should ensure that the skills you have gained through training should be implemented and utilised within your day-to-day role activities.

Coaching and Mentoring

The Company encourages Managers to provide coaching and mentoring support to employees who are undergoing training and development. Managers have a responsibility to ensure that the skills and knowledge of more experienced staff members are shared with more junior employees to ensure that learning occurs in a planned and efficient way.

Recording of Training and Development Activities

Following a performance review discussion, a copy of the approved PDP is placed within your personnel file on Natural HR. This information is collated annually to form the basis of any forward training and development plan by the Company.

Study Leave and Professional Development

The Company will consider financial support for costs associated with training for proficiency at work and/or career development. If you are interested in pursuing longer-term training opportunities in excess of one weeks training, you will be required to sign up to a training and repayment agreement.

Training Agreements

A Training Agreement between yourself and the Company may be entered into prior to training commencing that covers professional qualifications and/or skills training.

Repayment of Training Costs

From time to time the Company may incur costs in arranging or providing training courses for you to attend. In consideration of this the following will apply;

- Should your employment terminate (for any reason other than stated below) after the Company has incurred liability for the cost of your training you will be liable to repay some, or all of the fees, expenses and other costs associated with such training courses in accordance with the schedule below.

	Portion of the Costs Repayable
If employment ends prior to the completion of the qualification / course	100%
If employment ends within the first 1-6 months of completion of the qualification / course	100%
If employment ends within 7 – 12 months of completion of the qualification / course	50%
If employment ends within more than 12 months after completion of the qualification / course	Nil

- If your employment ceases before the training course commences and the Company has already incurred liability for the costs, 100% of the costs or such proportion of the costs that the Company cannot recover from the course provider shall be repaid.
- If you fail to complete the training course whilst still employed by the Company, 100% of the costs or such proportion of the costs that the Company cannot recover from the course provider shall be repaid by you. The Company will consider any unforeseeable circumstances preventing you from completing the training course and reserves the right not to recover the costs at its absolute discretion.

You will not be required to repay any of the costs if:

- We terminate your employment for a reason related to your health or redundancy.
- You terminate the employment in response to a fundamental breach by us.

Any sum owed to the Company will be deducted from your final salary or any outstanding payments due to you.

CAPABILITY POLICY & PROCEDURE

Foreword

The purpose of this Policy is to help you maintain a satisfactory and sustained performance. It also provides a framework through its procedure for dealing with issues in a fair and consistent manner.

Where time limits are referred to, they may be varied when considered appropriate by the Company.

Definition of Capability

Capability refers to an employee's skills, aptitude, ability and knowledge in relation to the job that they are employed to do. Capability is different to misconduct. Capability is not a deliberate failure to perform, poor attitude, or failure to meet standards as a result of carelessness or negligence or idleness; these matters are of misconduct where the Company would deal with them under the disciplinary procedure. Capability instead refers to situations where an employee is genuinely trying to perform to the required standard but is not able to do so.

Examples of concerns that may be addressed as part of this capability procedure, are as follows:

- Poor standards of work including making mistakes, lack of attention to detail, poor overall organisation.
- Lack of aptitude, skill, experience or qualification.

Informal Procedure

The first stage is for your Manager to determine whether the matter is one of capability or conduct. This will normally be dealt with informally where your Manager either during regular 1-2-1 meetings, review meetings or by them calling an informal meeting, will discuss their concerns with you.

During these discussions your Manager will look to highlight the cause of their concern and expectations required, establish the reason for you not meeting the required standards, what additional support you may need to meet the required standards, and set targets for improvement and timescales for review.

If during the course of the informal conversations it is identified that the issues relating to capability are as a result of your unwillingness to improve or attitude towards not wanting to improve, this would then be addressed via the Company's Disciplinary Policy & Procedure.

Formal Procedure (Stages 1, 2 & 3)

If following the informal approach, it is found not successful, in that improvements have not been sufficient enough nor sustained, we would manage your performance through a series of formal capability hearings, with the aim of supporting and helping you to improve your performance.

There are 3 stages to the formal capability (performance improvement) process:

- Stage 1 - First Capability Hearing
- Stage 2 – Further Capability Hearing
- Stage 3 - Final Capability Hearing

You will be provided with any relevant documentation that will be referred to within the hearing, such as 1-2-1 meeting documents, informal conversation documents, performance improvement plans or any other documentation relevant to your performance.

Stage 1 – First Capability Hearing

If following the informal approach, it is found not successful, in that improvements have not been sufficient enough nor sustained, you will formally be invited to a capability hearing to discuss your performance. You will be advised of this in writing and you will be provided with a reasonable amount of notice to attend. You must make every effort to attend and if you fail to attend without good reason, or persistently unable to attend, this may result in the hearing still going ahead in your absence and a decision being made.

Included with your invite, you will be provided with any relevant documentation that will be referred to, such as previous 1-2-1 meeting documents, informal conversation documents, performance improvement plans or any other documentation relevant to your performance.

During this hearing your Manager will review your progress against previous actions that have been discussed with you during the informal stage. An open and honest discussion between you and your Manager is required in order to understand what may be causing the underperformance and what areas of improvements are required.

The aim of the hearing is to:

- Allow you to ask questions, present evidence, make representations.
- Establish the likely causes of underperformance including any reasons why any measures taken so far have not led to the required improvement.
- Identify whether there is additional training or supervision needed which may improve performance.
- Discuss targets for improvement and a timescale for review.

Following this hearing, it may be necessary to adjourn if there is a need to gather further information or give consideration to matters discussed. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

If we decide that your performance is unsatisfactory, you will be issued with a first written warning, and if applicable placed on a performance improvement plan.

The performance improvement plan will document what actions and/or objectives must be met in order to achieve improved performance, including details of how and when you are to achieve these improvements. We will also discuss with you what training and support is required, and by whom and when. A date for a review meeting will also be agreed so you understand the timescales of when the improvement needs to be achieved by, and the consequences of failing to improve within that review period, or if further unsatisfactory performance occurs.

This first written warning will remain on your personnel file for 6 months, or such longer period as may be specified in the warning letter.

Your performance will be monitored during the review period, and you will be invited to a meeting either during or at the end of that period to discuss your performance. Following this meeting we will write to you to confirm the outcome which will be one of the following:

- If your Manager is satisfied with your performance, no further action will be taken but your warning will still remain active until its expiration. Should there be a decline in the agreed standards of performance, the capability process will continue from this stage.
- If your Manager feels that there has been an improvement but still remains insufficient, then the review period / performance improvement plan may be extended.
- If your Manager is not satisfied that there has been a substantial improvement, the matter may be progressed to a 'Stage 2 further capability hearing'.

Stage 2 – Further Capability Hearing

In advance of this hearing, we will write to you in the same way that we did for the first capability hearing (see above).

Following the 'Stage 2 further capability hearing' if we decide that your performance is unsatisfactory, we will issue a final written warning where the original performance improvement plan will continue to be used during this period so improvement can be documented during this review period, or a new one may be issued. A date for a review meeting will also be agreed so you understand the timescales of when the improvement needs to be achieved by, and the consequences of failing to improve within that review period, or if further unsatisfactory performance occurs.

This final written warning will normally remain on your personnel file for 12 months.

Your performance will be monitored during the review period, and you will be invited to a meeting either during or at the end of that period to discuss your performance. Following this meeting we will write to you to confirm the outcome which will be one of the following:

- If your Manager is satisfied with your performance, no further action will be taken but your warning will still remain active until its expiration. Should there be a decline in the agreed standards of performance, the capability process will continue from this stage.
- If your Manager feels that there has been an improvement but still remains insufficient, then the review period / performance improvement plan may be extended.
- If your Manager is not satisfied that there has been a substantial improvement, the matter may be progressed to a 'Stage 3 final capability hearing'.

If dismissal at this final capability meeting is a possibility, your Manager would look to establish whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

Stage 3 - Final Capability Hearing

If during the 'final capability hearing' it is identified that your performance has improved, your Manager will agree further review timescales with you so as to help and support you in ensuring that the improvements are sustained. The performance improvement plan will continue to be used during this period so improvement can be documented and a review period can be agreed. If at the end of the review period your performance has been maintained, there will be no further requirement to complete the performance improvement plan. However, should there be a decline in the agreed standards of performance the capability process will continue from this stage.

If however it's clear that there continues to be little or no improvement in performance, your Manager will need to consider the possible outcomes of a 'final capability hearing' which are:

- Redeployment (where a suitable vacancy exists and is acceptable to you) – this would only be implemented with your agreement and if you do not agree to redeployment then your Manager would have no alternative but to dismiss you.
- Demotion (where a suitable vacancy exists and is acceptable to you) – this would only be implemented with your agreement and if you do not agree to demotion then your Manager would have no alternative but to dismiss you.
- Dismissal (with notice) where there is not another available role or where you have rejected redeployment or demotion.

In most cases you will be provided with the outcome at the end of the hearing, and this will then be followed by a letter confirming this, usually within 5 working days. If your Manager needs to carry out further reviews, or you have provided your Manager with further information they need to consider prior to making a decision, your Manager will arrange for you to attend a rescheduled 'final capability hearing'.

Right to be Accompanied

At any capability hearing, you have the right to be accompanied by a work colleague or appropriately certified Trade Union representative. You must advise your Manager as to who your companion is prior to the hearing taking place.

Your companion can comment and ask questions during the hearing, but they may not answer any questions on your behalf. They can talk with you during the hearing, ask for an adjournment on your behalf and take notes on your behalf. There will also be an official note taker present at the hearing.

If you or your chosen companion are unable to attend a scheduled hearing you must contact your Manager before the meeting takes place to advise them of this and your reasons why you are unable to attend. You should suggest an alternative date for the rescheduled hearing to take place, but this should be no more than 5 working days after the original date scheduled. You will then be provided with one further opportunity to attend the hearing and if you are unable to attend again, a decision may be made in your absence. If your chosen companion cannot attend the rescheduled hearing, you should find an alternative person to accompany you as we will not normally re-schedule the hearing beyond 5 working days.

Suspension

The Company reserves the right to suspend you from work at any time during the capability procedure. This is when the Company may consider the issue to be a serious neglect of duty, or where the employee's continued presence could put the Company, themselves or others in jeopardy. Suspension is not a sanction nor does it mean that the outcome has been decided.

If suspended you will receive written confirmation of your suspension and you will regularly be updated during this time.

When suspended from work, you'll receive your normal pay and contractual benefits but you must not:

- Access any of the Company's e-mail or IT systems.
- Contact customers, suppliers or colleagues without authorisation, with the exception of your union official, if applicable, for the purpose of obtaining advice.

- Visit any of our business premises, unless you've permission to do so, or attend any social events organised by the Company, our customers or suppliers.

If you need to make contact with someone from work, you should contact your Manager for approval.

Appeals

If you wish to appeal any sanctions issued to you during the capability procedure you can do so in writing within 5 working days of receiving your outcome letter. Any outcome letter issued to you will confirm who the appeal will need to be sent to. You can appeal on the following grounds:

- The Manager's findings and level of action taken.
- A procedural concern which may have affected the decision.

Your appeal should clearly state the reasons why you wish to challenge the decision and you should provide as much detail as possible, including your desired outcome.

Arrangements to hear the appeal will normally be made without reasonable delay and where possible within 7 days of the receipt of your written appeal. Where this is not possible, the hearing will be scheduled as soon as possible thereafter. Appeals will be heard by a Manager or Director who has not previously been involved in the matter. The decision taken at the appeal hearing will be final. A written record will be made either by the Manager holding the hearing or an official note taker.

You will also have the right to be accompanied by a work colleague or appropriately certified Trade Union representative. Following this appeal hearing, the decision can either be taken to uphold the original decision or remove the original decision and provide you with further opportunity to improve your performance. You will be provided with this outcome in writing within 5 working days of the appeal hearing.

If your appeal is against dismissal and is not upheld, your original date of dismissal will remain the same.

Raising a Grievance During the Procedure

If you wish to raise a grievance whilst you are going through this process, you should raise this with your Manager in the first instance or if this is not possible or appropriate, with their Manager or HR.

Depending upon what your grievance is related to, they will confirm whether it should be dealt with as part of or separate to the ongoing capability process. The capability process will not normally be delayed as a result of a grievance being received.

Resignation During the Procedure

Should you wish to resign, you should put this in writing to your Manager stating the reasons for your resignation. If it is believed that you have acted hastily we may discuss this with you to allow you the opportunity to reconsider your decision.

During your notice period any capability meeting that you were invited to, would still go ahead, if this is due to take place before your leave date.

Normally you would be required to work your full contractual notice period, unless otherwise agreed by your Manager.

DISCIPLINARY POLICY & PROCEDURE

Foreword

The Company requires good standards of conduct, attendance and performance, and this Policy is to ensure that any concerns over an employee's conduct or performance is handled in a fair, consistent and timely manner, with the intention of bringing about an improvement, and to protect the proper operation of the business. It is intended to encourage an improvement using discussion, advice and positive action.

Prior to commencing the disciplinary procedure, if your Manager is concerned about your conduct and/or where they believe your behaviour is inconsistent with your general character, they will try to resolve this with you at the earliest opportunity by having an informal conversation with you, rather than allowing the situation to escalate.

As part of this conversation your Manager will raise their concerns and discuss your understanding of the Company policies and procedures, ask you to explain the reason you are not meeting the required conduct standards and whether any additional support, training and/or coaching is required to ensure that you are able to meet the required level of expectations. Timescales in which to improve may be set.

General Principles

The Company reserves the right not to utilise this disciplinary procedure where you have less than 2 years' service.

The procedure may be implemented at any stage if the alleged misconduct warrants such action.

No disciplinary action will be taken until the case has been fully investigated.

At every stage in the procedure you will be advised of the nature of the complaint where you will be given the opportunity to state your case before any decision is made.

Dismissal for a first breach of discipline can only happen in the case of gross misconduct where the penalty will be summary dismissal without notice or payment in lieu of notice.

Where time limits are referred to in the course of this procedure they may be varied by agreement between you and the Company.

If you have a disability that may have an impact on your ability to participate fully in this procedure, you should discuss this with your Manager or HR.

Formal Investigation

The Company is required to promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene the Company's policies, procedures, or be a disciplinary matter. The investigation is a fact-finding exercise to collect relevant information on an issue and to consider whether there is a case to answer to. It is not an exercise to find out as to whether someone is guilty or not.

Where possible, someone who has not been involved in the case will carry out the investigation.

Should you be subject to an investigation you will be informed of this fact as soon as possible. You will be advised of the issue, who the Investigation Officer will be and in what timescale the investigation will be concluded. While an investigation will be completed as quickly as possible, it needs to be thorough and fair, and some investigations may take longer depending on the case.

You may be required to attend an investigation meeting which will normally take place without notice. If such a meeting is held you will be informed at the outset that the meeting is an investigatory one and you will be provided with the details.

Attending an investigation meeting doesn't mean that it will automatically lead to a disciplinary hearing.

Whilst there is no statutory right to be accompanied at an investigation meeting, the Company may allow you to be accompanied by a work colleague however, if you do choose to be accompanied, your companion must be available at that time and must not delay the process.

Once the investigation is complete, and depending on the outcome of the investigation, the Investigation Officer will decide whether or not to proceed with disciplinary proceedings.

If it is found that there is no case to answer to, you will be informed of this fact and no further action will be taken.

The Company reserves the right to dispense with an investigatory meeting and to proceed directly to a formal disciplinary hearing.

Suspension

The Company reserves the right to suspend you from work whilst a disciplinary offence is being investigated. The purpose of suspension is for when it is necessary to remove an employee from the workplace, e.g. to allow time for a 'cooling off period' for both parties, for the protection of an employee or another person, or where you are suspected of committing an act of gross misconduct.

Suspension is not a disciplinary sanction nor does it mean that the outcome has been decided. Suspension would be for no longer than is necessary to investigate the allegations. When suspended you will receive written confirmation of your suspension.

When suspended from work, you'll receive your normal pay and contractual benefits but you must not:

- Access any of the Company's e-mail or IT systems.
- Contact customers, suppliers or colleagues without authorisation, with the exception of your union official, if applicable, for the purpose of obtaining advice.
- Visit any of our business premises, unless you've permission to do so, or attend any social events organised by the Company, our customers or suppliers.

If you need to make contact with someone from work, you should contact the Investigating Officer or HR for approval.

If during your suspension you fail to attend an investigation meeting without good reason, the Company may decide to carry on with the investigation without your input. Or if you fail to attend without making contact to explain your absence, the absence will be treated as unauthorised and therefore unpaid until you provide a satisfactory explanation.

The Disciplinary Hearing

If it is decided that there is a disciplinary case to answer to, you will be required to attend a disciplinary hearing. You will be written to that informs you of the allegation(s) made against you, a summary and copy of the information gathered during the investigation and any witness statements that were gathered.

The hearing will be held as soon as is reasonably practicable and you will be given a reasonable amount of time to prepare your case based on the information we have provided to you.

You have the right to be accompanied, please refer to “Right to be Accompanied” below. A written record will be made either by the Manager holding the hearing or an official note taker.

Electronic recording (audio or video) is not permitted within any meeting under this procedure. Any breach of this provision may lead to further disciplinary action. In certain limited circumstances we may permit a meeting to be recorded for example where it is a reasonable adjustment for an employee with a disability. Where we do permit a meeting to be recorded electronically, both parties are to record the meeting separately.

During the hearing you will be given the opportunity to state your case, seek further explanation of the allegations and challenge any evidence. You may also state any mitigating circumstances you wish to be taken into account.

Should new evidence be brought to light after the disciplinary meeting letter has been issued to you then the Disciplinary Manager will provide such details to you as soon as possible. If it is deemed as minor evidence by the Disciplinary Manager then they have the right to use it within the disciplinary hearing, provided that sufficient time has been given to you and your work colleague / trade union official to review prior to the hearing. If it is deemed as serious evidence then the Disciplinary Manager may postpone the hearing in order to provide you with enough time to review the evidence.

There may be times when the Disciplinary Manager will need to adjourn the hearing, e.g. to speak to additional witnesses, investigate a point further or to further consider the information gathered during the disciplinary hearing. If this is the case the hearing will be adjourned and you may be invited to attend a re-convened hearing at a new date and time, or you will be written to confirming the outcome of the disciplinary.

In most cases you will be provided with the outcome at the end of the hearing and this will then be followed by a letter, usually within 5 working days.

Right to be Accompanied

You have the right to be accompanied to the disciplinary hearing. Your chosen companion may be a work colleague or appropriately certified Trade Union representative. Your companion can comment and ask questions during the hearing but they may not answer any questions on your behalf. They can talk with you during the hearing, ask for an adjournment on your behalf and take notes on your behalf.

The Company may require you to choose someone else in circumstances where it believes the chosen companion may have a conflict of interest or may prejudice the hearing or it would be unreasonable to allow your chosen companion to attend.

If you or your chosen companion are unable to attend the disciplinary hearing you must contact the Disciplinary Manager who has been assigned to chair the hearing before it takes place, to advise them of this and your reasons why you are unable to attend. You should suggest an alternative date for the rescheduled meeting to take place, but this should be no more than 5 working days after the original date scheduled. If you are unable to attend again without providing any substantial reason, a decision may be made in your absence. If your chosen companion cannot attend the rescheduled hearing, you should find an alternative person to accompany you as we will not normally re-schedule beyond 5 working days.

Disciplinary Sanctions

There are three levels of disciplinary sanctions:

First written warning

The warning will be confirmed to you in writing and will set out:

- The nature of the misconduct or performance issue.
- The action required to improve.
- What will happen if there is no improvement.

This warning will remain on your personnel file for 6 months, or such longer period as may then be specified in the warning letter. If no further offence has occurred within this 6-month period, the warning will be disregarded.

Final written warning

If the issue being considered is exceptionally serious or if your conduct remains unsatisfactory after previous warnings, or a further offence occurs, a final written warning may be issued. The warning will be confirmed to you in writing. It will also state that any further incidences of misconduct or poor performance may result in your dismissal. This final written warning will remain on your personnel file for 12 months. If no further offence has occurred within this 12-month period, the warning will be disregarded.

Dismissal

Dismissal may occur in a number of circumstances:

- If you are guilty of an act of gross misconduct.
- If you have previously been issued with performance warnings and after an agreed period for improvement to take place there has been no satisfactory improvement in your performance.
- If you have previously been issued with conduct warnings and a further incident occurs which we consider to have a cumulative effect which justifies dismissal.

The disciplinary decision will be confirmed to you in writing with full reasons and the letter will set out your right of appeal (see below).

Types of dismissal – procedural and summary.

Procedural dismissal

Where you have already been issued with a final written warning (which is still live) and a further act of misconduct occurs. You can either be required to work or be paid in lieu of your contractual notice period.

Summary dismissal

Where you are found to have committed an act of gross misconduct regardless of whether there are any live warnings on your disciplinary record. You are not entitled to work or be paid in lieu of your contractual notice period.

Gross Misconduct

If it is established that you have committed an act of gross misconduct, you will normally be dismissed without notice. Any decision to dismiss will only be taken after a full investigation and a properly conducted disciplinary hearing. You will have the right of appeal to any decision.

Examples of gross misconduct are:

- Theft and unauthorised possession of any property belonging to the company, client or any employee.
- Deliberate falsification of records or any other form of dishonesty.

- Wilfully causing harm or injury to another employee or other person on the premises.
- Performing an action that is likely to cause injury to other people or damage to company property.
- Gross insubordination, for example, wilful refusal to obey a reasonable instruction.
- Intoxication by reason of drink or drugs.
- Possession or administration of drugs or alcohol on the company's premises.
- Discrimination or harassment of any kind.
- Unacceptable, abusive or violent behaviour towards company employees, customers, clients or other persons who have contact with the company.
- Any act, conduct or omission, which the company considers to be a breach of contract or which brings the company into disrepute.
- A serious breach of health and safety.
- Sending, receiving, downloading, displaying or disseminating material that discriminates against, degrades, insults, causes offence to or harasses others.
- Accessing pornographic or other inappropriate or unlawful materials.
- Downloading or disseminating copyright materials.
- The covert recording of any company meetings or proceedings, including disciplinary and grievance hearings and appeals.
- Issuing false or defamatory statements about any person or organisation via our computer systems.
- Any comment on a social media site which brings our name into disrepute or is false or defamatory in any way.
- Unauthorised sharing of confidential information about the company or any person or organisation connected to us.
- Loading or running unauthorised games or software on our systems.
- Disqualification from driving, when driving is a requirement of your role.
- Serious intentional or irresponsible damage to the employers property.
- Serious breach of employer rules.

This list is not intended to be exhaustive.

Alternatives to Dismissal

If there are significant circumstances that need to be considered and the outcome would normally justify dismissal, the Disciplinary Manager may at their discretion consider alternatives such as demotion or transfer to another department or job this would usually be accompanied by a final written warning. Alternative options would only be implemented with your agreement and if you do not agree then the Disciplinary Manager would have no alternative but to dismiss you.

Special Cases

An employee being charged or convicted with a criminal offence is not in itself a reason for disciplinary action. The Company will consider whether the offence or alleged offence is one that makes the employee unsuitable for their type of work. In such circumstances the Company will establish the facts of the case and consider whether the facts warrant starting the disciplinary procedure.

We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take.

Sickness During the Procedure

If you have attended an investigation meeting and/or been notified of a disciplinary hearing and you subsequently go off sick, the process will be postponed pending your return. If the absence is likely to be extended, the Company will take appropriate steps to ensure that you can participate effectively.

Raising a Grievance During the Procedure

If you wish to raise a grievance whilst you are going through the process, you should raise this with the Disciplinary Manager. Depending upon what your grievance is related to, they will confirm whether it should be dealt with as part of, or separate to, the ongoing disciplinary process.

The disciplinary process will not normally be delayed as a result of a grievance being received and may run at the same time but this will depend on the content of the grievance.

Resignation During the Procedure

Should you wish to resign, you should put this in writing to your Manager stating the reasons for your resignation. Should you resign after you have been invited to attend a disciplinary hearing, you will still be required to attend if it is due to take place before your leave date. If you do resign you will normally be required to work your full contractual notice period, unless otherwise agreed by your Manager.

Right of Appeal

You will have the right of appeal against any disciplinary penalty imposed. If you wish to appeal then you must do so in writing within 5 working days of the disciplinary decision. The outcome letter will confirm who the appeal will need to be sent to. Your appeal should clearly state the reasons why you wish to challenge the decision and you should provide as much details as possible, including your desired outcome.

You can appeal on the following grounds:

- The Disciplinary Manager's findings and level of disciplinary action being taken.
- A procedural concern which may have affected the decision.

You retain your right to be accompanied at the appeal hearing by either a work colleague or appropriately certified Trade Union representative.

Arrangements to hear the appeal will normally be made without reasonable delay and where possible within 7 days of the receipt of your written appeal. Where this is not possible, the hearing will be scheduled as soon as possible thereafter.

An appropriate Manager or Director who has not previously been involved in the investigation or disciplinary process will conduct the appeal hearing. A written record will be made either by the Manager holding the hearing or an official note taker.

Following this appeal hearing, the decision can either be taken to uphold, decrease or remove the original disciplinary sanction (the sanction given at the disciplinary hearing cannot be increased by the appeal Manager) and you will be provided with this outcome in writing as soon as is reasonably practicable.

If you are reinstated after the appeal, you will be paid retrospectively for any work that you have missed, so you have no loss.

If your appeal against dismissal is not upheld, your original date of dismissal will remain the same.

The appeal is the final stage of the process and once this has been completed there will be no further right for review.

GRIEVANCE POLICY & PROCEDURE

Foreword

This Policy is intended to ensure that any problem, complaint or concern raised by an employee is dealt with in a fair, timely and consistent manner.

A grievance can be an issue or problem that's affecting an employee at work, which could include working conditions, pay and benefits, treatment by colleagues, concerns relating to health and safety, a breach of statutory employment rights or any other issue affecting an individual's employment.

General Principles

To prevent minor disagreements developing into more serious disputes, grievances are to be dealt with fairly, quickly and as close as possible to the issue occurring.

If you have difficulty at any stage of the procedure because of a disability or communication issue then you should discuss this with your Manager or HR.

If you have a complaint that relates to ongoing disciplinary proceedings against you, you should raise this under the appeal process of the Disciplinary Policy & Procedure.

If you raise a grievance during disciplinary proceedings that is unrelated to those proceedings, the disciplinary proceedings and grievance procedure will normally run simultaneously.

This Policy may be used when two or more employees wish to raise a collective grievance under one process and where no collective bargaining agreement is in place that provides for collective grievances.

Informal Grievance Procedure

Where possible, you should always in the first instance try to resolve any grievance or complaint with your Manager on an informal basis. Your Manager will discuss any concerns with you and attempt to resolve the matter within a reasonable timescale. Where it is not possible for you to talk to your immediate Manager, or if the grievance concerns them, you should instead talk to the next most senior person or HR.

Where the informal procedure is used, both parties should keep a written record of the meeting including what was discussed and any proposed action.

If the grievance has not been resolved or cannot be settled informally, the matter should be dealt with in accordance with the formal grievance procedure.

There will be times however when the nature of what is raised will need to be addressed more formally straight away. This will be discussed with you first.

Formal Grievance Procedure

If the grievance has failed to be resolved through the informal route, you must submit a written statement detailing the nature of the grievance to your Manager, making it clear that it is a formal grievance. The statement must include what happened, what you see the outcome to be, any key dates and times, names of any key witnesses and any other information to support the formal grievance. Where your Manager is the subject of the grievance, you should instead submit your statement to the next most senior person or HR.

Upon receiving the statement, a formal hearing will be arranged with you in order to hear the grievance. The hearing will be held without unreasonable delay and usually no longer than 5 working days after the statement of grievance is received.

You have the right to be accompanied, please refer to “Right to be Accompanied” below. A written record of the hearing will be made either by the Manager holding the hearing or an official note taker.

The hearing will be held by an impartial Grievance Manager. You’ll be given the opportunity to put forward your grievance and outline why it was submitted, and the Grievance Manager will ask you questions on any aspects of your grievance where they need further clarification. The Grievance Manager will consider any explanations that you put forward and talk through each of the points which you have outlined in your grievance.

If possible, you should explain how you think the grievance could be resolved.

The hearing will always be adjourned so consideration can be made with regard to all points raised. In most cases the Grievance Manager will need to investigate your grievance further and will provide you with time scales for its completion, which will depend on the nature of the allegations and will vary from case to case. If, however an extension is required, the Grievance Manager will write to you to advise you of this. Once the full investigation is complete the Grievance Manager will write to you confirming the outcome. There are three potential outcomes to a grievance raised and those are; uphold, partially uphold and not uphold.

In addition to these three outcomes, a recommendation may be made for action to be taken to resolve a situation, such as mediation where both parties are happy to get together and discuss the concerns to help build positive working relationships, especially between colleagues where communication has broken down. Any action taken shall be monitored and reviewed, as appropriate, to ensure it effectively deals with the issue.

All grievances are taken seriously and you will not suffer any detriment if you raised the grievance in good faith, even if your grievance isn’t upheld. If however, the Company finds that a complaint has been raised to deliberately harm somebody (or the Company) and be of a malicious nature, then action under the Company’s Disciplinary Policy & Procedure may be taken.

Appeal

If you don’t agree with some or all of the findings, you can appeal against the Grievance Manager’s decision. You should submit your appeal in writing within 5 working days of receiving your grievance outcome letter (details of where to send your appeal will be detailed within the letter). When writing the letter make sure you are clear as to the reasons for your appeal, provide any additional evidence you may wish to add, any details of additional witnesses you may wish to include and what outcome you are seeking. This will help the Appeal Manager review your case.

An appropriate impartial Manager who has not previously been involved in the grievance process will conduct the appeal hearing without unreasonable delay and usually no longer than 7 days after the appeal is received. A written record of the hearing will be made either by the Appeal Manager holding the meeting or an official note taker. You can be accompanied by a work colleague or appropriately certified Trade Union representative (refer to “Right to be Accompanied”).

The Appeal Manager will consider the grounds for appeal and review the conclusion reached in the original grievance hearing. The Appeal Manager will confirm their decision to you in writing within 5 working days of the appeal hearing. If however, an extension is required, the Appeal Manager will write to you to advise you of this. As this is the final stage of the grievance procedure, their decision will be final with no further right for review.

Right to be Accompanied

You have the right to be accompanied to any grievance or grievance appeal hearing. Your chosen companion may be a work colleague or appropriately certified Trade Union representative. Your companion can comment and ask questions but they may not answer any questions on your behalf. They can talk with you during the hearing, ask for an adjournment on your behalf and take notes on your behalf.

The Company may require you to choose someone else in circumstances where it believes the chosen companion may have a conflict of interest or may prejudice the hearing or it would be unreasonable to allow your chosen companion to attend.

If you or your chosen companion are not able to attend you can ask for the hearing to be postponed by up to 5 working days. If your chosen companion isn't able to attend the revised date, you will need to find an alternative companion who can accompany you.

What is the Difference Between a Grievance and Whistleblowing

The Whistleblowing Policy & Procedure is used when a concern is raised about a risk, malpractice or wrongdoing that affects others. It could be something which adversely affects other staff, the Company and/or the public.

A grievance is a personal complaint about someone's own employment situation such as terms and conditions, bullying, harassment or discrimination.

Can A Grievance Be Raised After Employment With the Company

If an ex-employee wishes to raise a complaint, we will treat this on a case-by-case basis depending upon the nature of the complaint.

COMMUNICATIONS, EMAIL, INTERNET AND SOCIAL MEDIA POLICY

Foreword

Email and internet facilities at work are a fast and reliable method of communication with significant advantages for the business, and to that end employees are encouraged to use email and the internet at work. As such this Policy is intended to clarify what the Company expects from users, and their responsibilities when using the Company's communications, email, and internet facilities.

General Principles

The Company expects all users to:

- Use the Company's internet and communication facilities, responsibly and professionally at all times.
- Be mindful of what constitutes confidential or restricted information and ensure that such information is never disseminated in the course of communications without express authority from management.
- Be mindful of what constitutes personal data and ensure that personal data relating to colleagues and customers is never circulated in the course of communications unless it is used in accordance with the Company's Data Protection Policy and with express authority.
- Not breach any copyright or other intellectual property right when making any form of communication.

Internet Use

The Company provides access to the internet for the sole purpose of business and to assist you in the performance of your duties.

The Company recognises that you may need to use the internet for personal purposes and such use is permitted provided that it is reasonable, during break times and does not interfere with the performance of your duties. You may be asked to justify the amount of time you have spent on the internet or the sites you have visited.

Users of the internet should be aware of the following guidelines:

- You must not use the internet to gain or attempt to gain unauthorised access to computer material or private databases, including restricted areas of the Company's network.
- You must not intentionally or recklessly introduce any form of malware, spyware, virus, or other malicious software to the communications equipment or systems of the Company.
- You must not access or attempt to access any information which you know or reasonably ought to know is confidential or restricted.
- You must not download or install any software without the express permission of your Manager.
- You must not download, view or pass on any offensive imagery by email or internet. Whilst it is difficult to define what constitutes offensive imagery, broadly speaking it includes but is not limited to content that relates to sex, race, nationality, sexual orientation, age, religion, belief, disability, all of which can promote harassment, discrimination or illegal activity.

Social Media Use

For the purposes of this Policy, types of social network and social media platforms include but are not limited to, Facebook, X, Snapchat, Tik Tok, LinkedIn, Pinterest, Tumblr, Instagram, and YouTube.

The Company recognises that you may want to use the internet for personal purposes. Such use is permitted provided it is reasonable, is during break times and does not interfere with the performance of your duties.

Users of social media should be aware of the following guidelines:

- Unless specifically instructed to do so, you should make it clear that you are posting on social media as yourself, not as the Company, and that all opinions and ideas expressed on social media are that of you and do not necessarily reflect the views of the Company.
- You are forbidden from making statements or posting messages which, in the Company's view, are detrimental to the Company or likely to bring it into disrepute.
- Any communications that you make in a personal capacity must not breach confidentiality or copyright, and must not include logos of the Company.
- You must not do anything that could be considered as discriminatory, bullying, harassing and offensive to other employees.
- If on posting, contributing or creating any content which identifies or could identify you as an employee, contractor, or worker of the Company, or in which you discuss your work or experiences relating to the Company, you must at all times ensure that your conduct is appropriate and consistent with your contract of employment and the corporate image of the Company.
- Company email addresses may not be used to sign up to any social media websites, unless for work-related purposes, however you should be aware that the Company email address will cease to function should you cease to work for the Company and will result in the social media account(s) in question being inaccessible.

Email Use

Any Company business which is conducted via email must be conducted using Company email and is under no circumstances to be conducted through any other personal email address or account.

The Company recognises that you may need to send personal emails, which are permitted provided that it is reasonable, during break times, does not interfere with the performance of your duties and is in compliance with this Policy.

Email users should be aware of the following guidelines:

- Before communicating via email, you should satisfy yourself that it is the most suitable mode of communication, particularly where time is of the essence.
- Emails should be worded appropriately and in the same professional manner as if they were a letter.
- You should be careful not to automatically copy in everyone that was copied into the original message you are responding to, as this may result in inappropriate or unlawful disclosure of confidential information and / or personal data.
- You should take care with the content of emails, in particular avoiding incorrect or improper statements and the unauthorised inclusion of confidential information or personal data.
- You must not email any business documents to any personal email accounts.
- If you do use Company email for personal reasons, you will be deemed to agree to the possibility that any emails sent or received may be subject to monitoring.
- The downloading, viewing, or passing on of offensive imagery by email or internet is strictly prohibited. Whilst it is difficult to define what constitutes offensive imagery, broadly speaking it includes but is

not limited to content that relates to sex, race, nationality, sexual orientation, age, religion, belief, disability, all of which can promote harassment, discrimination or illegal activity.

- Be aware of the ease with which computer viruses can travel via emails and cause immense damage to computer systems. Do not therefore introduce any form of computer virus or malware into the corporate network. Treat unsolicited e-mails with extreme caution, particularly if there is an attachment included.

Monitoring of Email and Internet use

The Company monitors the use of its electronic communication systems. It has the ability to access your email accounts and reserves the right to monitor and view any emails viewed or sent via the Company's computer system. Any inappropriate use of the internet will be reported to your Manager or relevant Director to take the appropriate action.

A Director or Manager may request access to individual email accounts in the event of sickness or holiday absence in order to deal with business related emails.

Confidential Documentation

You should not print out hard copies of e-mails or documents just to read them, unless it is necessary for you to do so. This is to reduce the amount of paper that the Company uses, which in turn reduces the amount of printing costs, filing space needed and it also helps reduce the Company's carbon footprint. All information stored on the Company's computer and e-mail systems are backed-up, so you will not lose the information unless you have specifically deleted it.

If you are required to print out information, it should be cleared from printers immediately, particularly if the information is confidential or contains personal data. You have responsibility to ensure that nothing is left lying on printers, or photocopiers both throughout the day and at the end of the day.

Any paperwork that you no longer need must be put into the recycling bin on a daily basis, and you must ensure to use the Company's shredding facilities.

Paperwork that you do need should be acted upon and then appropriately filed away.

Security of Computer Systems

Where individual passwords have been issued, it is your responsibility to ensure that these remain secure and are not divulged to other individuals. You should not send emails using a fake identity or another person's identity.

The security of confidential information and personal data in particular is governed by the Company's Data Protection Policy, which you must comply with at all times. Workstations and screens should be locked when you are away from the machine and hard copy files and documents should be secured when not in use.

If you have been issued with a laptop, tablet, smartphone, or other mobile device, that device should be kept secure at all times, particularly when travelling. Laptops will require a two-factor authenticator in order to access Company systems. Mobile devices must be passcode-protected and, where more secure methods are available, such as fingerprint / eye recognition, such methods must be used. Confidential information, personal data, and other sensitive information stored and/or accessed on a mobile device should be kept to a minimum. Users should also be aware that when using mobile devices outside of the workplace, information displayed on them may be read by unauthorised third parties, for example, in public places and on public transport.

If using Company issued mobile devices you must not connect such devices to public wi-fi networks, for example, in cafes, restaurants, or on public transport.

Any equipment issued to you by the Company must not be used by anyone other than those employed by the Company.

No files are to be stored locally on your laptop or desktop, the Company uses Horizon that you should always be logged into and where any files should be kept.

Company Telephone System Use

The Company's telephone lines are for the exclusive use of Company business. Essential personal telephone calls regarding domestic arrangements are acceptable, but excessive use of the Company's telephone system and/or mobile phones are not permitted.

Telephone calls made and received on the Company's telephone lines may be recorded and may be routinely monitored to ensure customer satisfaction or to check the telephone system is not being abused.

If the Company discovers that the telephone system has been used excessively for personal calls, disciplinary action may be taken.

Misuse and Compliance

The Company reserves the right to monitor emails, internet and social media usage. We consider that valid reasons for checking an employee's system includes; suspicions that an employee has been using the internet / emails / social media for personal/non work related reasons or has acted in a way that is in breach of the rules as set out in this Policy.

If found to be misusing the Company's internet and communication facilities, disciplinary action may be taken.

GENERATIVE ARTIFICIAL INTELLIGENCE (AI) USAGE POLICY

Foreword

The pace of development of AI tools is rapid. As a business, we want to ensure that we all have a clear understanding of what these tools are and when and how their use will be permitted in the workplace.

Our aim, in putting together this Policy, is to set out clear guidelines and rules for the use of AI tools in the business. We aim to maximise the benefits of Generative Artificial Intelligence (Generative AI) while reducing risks and ethical concerns.

This Policy applies to anyone who works for us, including employees, contractors, agency workers and interns.

Any breach of this Policy by an employee may be treated as misconduct or, in the most serious cases, gross misconduct. In either case, we reserve the right to deal with the matter under our Disciplinary Policy. A breach of this Policy by someone other than an employee may result in termination of their contract without notice.

The use of Generative AI must be in accordance with our Communications, Email, Internet & Social Media and Data Protection Policies.

What is Generative AI?

Generative AI applications are algorithms (such as ChatGPT) which can be used to create new content, including audio, code, images, text, simulations, and videos.

AI can be described as the practice of getting machines to mimic human intelligence to perform tasks. Voice assistants like Siri and Alexa are founded on AI technology, as are customer service chatbots. Generative AI is a type of artificial intelligence. Through machine learning, artificial intelligence models can 'learn' from data patterns without human direction.

Generative AI in its current form generally uses text prompts to create content.

Generative AI Applications Which Are Allowed at Work

We permit the use of ChatGPT, Microsoft, Copilot and Google Bard. This is reviewed regularly and applications may be removed at any time.

It is your responsibility to check in advance of using any Generative AI in the workplace that your chosen application remains on the permitted list. If you become aware of an application which you may wish to use but which is not on the current permitted list, please speak to a Director or the Head of HR.

References to Generative AI in the remainder of this Policy should be treated as being limited to those applications contained, from time to time, on the permitted list.

Use Which Is Permitted

You are allowed to use Generative AI for the following tasks:

- Drafting and editing documents
- Producing attractive PowerPoint presentations, slides and charts
- Producing, improving or testing Excel formulae

- Prompting new ideas
- Assisting you in carrying out research
- Analysing data
- Automating repetitive tasks

This is provided that any information gathered or content generated is only generated, reviewed and used in accordance with this Policy.

You may use Microsoft Copilot to analyse data or to review material containing confidential information but only if you are logged into your company Microsoft 365 account and access Copilot via the following link: <https://copilot.microsoft.com/>. This will ensure that confidential information and data is not reused by Microsoft for AI learning purposes. The same protection does not apply if you access Copilot through a personal account or via the app.

Use Which is Not Permitted

You must not use Generative AI:

- For non-work purposes when using our IT systems
- To write responses to emails or communications, other than as a preliminary draft which will need to be checked carefully for tone and accuracy
- For internal company reports, except as a contributing source to your research
- To create or modify content relating to an appraisal or performance management process
- To create or modify any written content applicable to recruitment, including job advertisements
- To analyse data or to review any material containing confidential information unless, subject to the Copilot exception, all identifiable personal data and confidential information has been removed

Controlling the Quality & Appropriateness of Generated Content

Generative AI creates content by using large amounts of data available to it. However, it does not fact-check and has been shown to be vulnerable both to factual errors and discrimination/bias.

If you use Generative AI at work to create any form of content, it remains your responsibility to fact-check that content to make sure that it is accurate. You can do this by cross-checking with trusted sources and seeking input from colleagues.

You should at all times make sure that you fully understand any content which has been created using Generative AI tools. You need to be in a position to take full ownership and responsibility of the content before it is used.

You are at all times responsible for verifying the appropriateness of content before using it. You should identify any biased or discriminatory content and remove it.

It is important that communications drafted using Generative AI applications are carefully tone-checked to make sure that they are pitched appropriately and reflect the correct tone and degree of formality.

You should maintain a balance between Generative AI assisted work and human input to preserve the personal touch in communications and decision making.

Risks of Generative AI

You should be aware of the following potential risk areas:

- Generative AI tools might generate content based on biased or outdated data. *For example, the free to use version of ChatGPT relies upon internet data which is 22 months out of date as at the date of this policy. There is also evidence that it does not differentiate between authoritative websites and extremist websites.*
- Over-reliance on Generative AI tools might result in impersonal or insensitive communications, which could harm relationships with recipients, including colleagues and agency clients.
- There is a risk that use of Generative AI tools may restrict workplace learning *e.g. if users do not take the time to make sure that they have understood the generated content before using it or passing it on.*
- Using Generative AI tools to process sensitive or personal information may increase the risk of data breaches or privacy violations. Please note the above rules about how to safely use Microsoft Copilot.
- Generative AI-generated content might inadvertently infringe on copyrights or trademarks.
- Where Generative AI applications have been used to create content, this can raise ethical questions around transparency, fairness, and accountability.

Intellectual Property Issues

There are intellectual property issues associated with Generative AI. The pace at which development is occurring in this area means that many are not yet resolved. For this reason, we require you to take a cautious approach in relation to the use of any content created using Generative AI.

If you are producing content for external publication (including sending to agency clients or any other third party) and are using Generative AI to assist with its creation, you should seek the approval of a Director or the Legal Department before any publication or transmission so that any intellectual property risks can be properly assessed.

We may, on occasion, require you to identify Generative AI content when such content is made public or disclosed to agency clients or other third parties.

Confidentiality & Privacy

Generative AI applications are external resources. This means that our ongoing control over any information we have inputted is limited. For this reason, you must avoid inputting sensitive, confidential, or proprietary information, as well as personal information of employees, agency clients, or associates into any Generative AI. It should be used for general, anonymised purposes only.

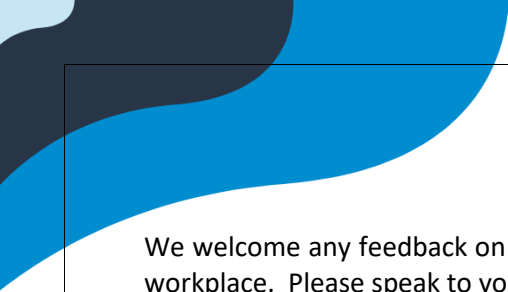
We are not able to guarantee the privacy or data security of information inputted into Generative AI. Unless otherwise permitted by this Policy, you must act on the basis that anything that you input can potentially be seen by others, outside of the business.

Monitoring & Record-Keeping

We reserve the right to monitor your use of Generative AI applications through our IT systems. Any monitoring will be in accordance with our Data Protection Policy.

You must keep proper records whenever you create content using Generative AI. This should include the date when the content was generated and the prompt used to generate it.

Feedback



We welcome any feedback on this Policy, together with suggestions about the usage of Generative AI in the workplace. Please speak to your Manager or HR in the first instance.

MOBILE PHONE USE POLICY

Foreword

This Policy applies to all employees who have been issued with a Company mobile phone and those that use a private mobile phone whilst at work.

Company Mobile Phones

Company mobile phones are provided at the discretion of the Company on the basis of your role. Any Company mobile phone and equipment / accessories supplied to you remain the property of the Company at all times and must be returned to the Company on demand or, on your last day of employment.

Mobile phones issued to you must not be transferred to another person without the authority of the Company.

The location services of a Company mobile phone may be accessed by your Manager if required for monitoring purposes.

If you are on an extensive period of leave, the need to retain your Company mobile phone will be discussed on a case-by-case basis. Should you not require your mobile then this should be returned to your Manager.

Every Company mobile phone will have a data cap. Any increase required will need to be approved by your Manager.

Overseas roaming will be switched off for all handsets and may only be switched on with the approval from a Director. Once approved you will need to inform the Director when and which country you will be travelling too. Please note that streaming data abroad is expensive and any unauthorised personal use will be charged back to you.

Company Mobile Phone Usage

Company mobile phones must only be used in connection with Company business only, unless in the case of emergencies. The Company receives an itemised list of all calls made on the mobile phone from the service provider. This list provides details of the number of calls, the length of calls, the cost of calls and the numbers dialled. All personal calls may be at your expense and you may be sent an itemised bill for such personal calls. The Company may deduct the sum owed from your pay.

Lost / Damaged / Replacement Handsets of Company Mobile Phone

The safeguarding of your Company mobile phone will be your responsibility and any loss of a business mobile phone should immediately be reported to your Manager.

All faulty / damaged handsets must be reported to your Manager. There is no cover for damaged screens or handsets. Any repairs required on the phone must be authorised by your Manager in the first instance and then claimed for by an Expense Claim Form.

Handsets will not automatically be replaced at the end of a contract period unless the handset is in some way faulty.

Personal Mobile Phone Usage

Personal phones may be used during working hours, but such use must be kept to a minimum, be reasonable and in no way interfere with your work.

If you are not issued with a company mobile phone the expectation is that you will need to use your personal phone to download a two-factor authenticator app and 3CX in order to access Company systems / phone systems.

Etiquette

Irrespective of whether you have a Company or personal mobile phone, you should be considerate in the use of your phone at all times, as such phones should be turned off when it could be distracting, e.g. during meetings / training sessions. If visiting other companies, you must observe any restrictions imposed by them.

Driving

Some employees are required to travel by car on the Company's business as part of their job duties. Using a mobile phone whether its hand-held or hands-free, whilst driving, reduces concentration and increases the likelihood of an accident. Answering and making telephone calls, sending text messages and accessing the internet, are all distractions and could amount to driving without due care and attention or dangerous driving.

Any mobile phone that is held at any time while in use is classed as a hand-held mobile phone. The use of an earpiece does not make a phone hands-free. To be hands-free the phone must be fixed within the car or in a cradle.

As such all hand-held mobiles should be switched off until you reach your destination or have stopped in a safe place. It is a criminal offence to use a hand-held mobile phone whilst driving.

If the telephone or equipment is hands free you may press buttons to send and receive messages. However, even the use of hands-free phones can be dangerous, as such you should wait until the vehicle is stationary and in a safe place before using a hands-free phone.

Breach of this Policy

Breach of this Policy will be treated as misconduct. If issued with a company mobile phone, breach of this Policy could result in the mobile phone being withdrawn and / or disciplinary action being taken.

DRIVERS POLICY

Foreword

The Company has a duty of care to ensure that its employees who drive on company business do so safely, courteously and in accordance with the law.

If you are required to drive on company business, employees must conduct themselves in accordance with this Policy and shall use their own judgment to ensure they reduce the risks to themselves and to others.

Responsibilities for all drivers on company business are as follows:

Driving License Checks

You must at all times hold the appropriate category of driving licence for the vehicle you drive, this includes holding a UK driving licence. You must submit to us your original driving licence for validation before you may use your vehicle for Company business. If requested by us, you must produce a DVLA code at <https://www.gov.uk/view-driving-licence> to permit us to view your driving eligibility and any penalty points on your Driving License.

Should at any time you receive a motoring offence, or your licence is disqualified, suspended, revoked or lost then you are to immediately inform your Manager and HR. When your license is returned after a ban it is your responsibility to inform your Manager and HR.

Security

Valuables such as mobile phones, laptop computers etc, should never be left unattended in your vehicle. Anything heavy, hard or otherwise dangerous objects must be stored in the boot of the car as these can become missiles on car impact.

Alcohol & Drugs

You will not be permitted to drive on Company business whilst under the influence of alcohol or drugs. Prescription or over the counter drugs must only be used in accordance with manufacturer's instructions or medical advice. If in any doubt you must discuss this with your GP.

Eyesight

You must undergo regular eye-sight tests, or immediately if you suspect you have a sight problem.

Mobile Phone Devices

You must neither initiate nor answer a mobile telephone call whilst driving a vehicle (unless using a hands-free device). Mobile telephones can be left on during a trip to alert you of any incoming calls. Should you need to make or receive a call then you must first leave the road and bring the vehicle to a stop, in a safe parking area. Refer to our Mobile Phone Policy for more details.

Medical Conditions

Any medical condition affecting you which is likely to impair the ability to drive must be reported to your Manager immediately. If your GP has advised against you driving a vehicle then you must not drive any vehicle until such time that your GP certifies that you are fit to drive again.

Personal Injury / Illness

In the case of being involved in a road traffic accident or incident you need to decide if you have sustained an injury which makes it unsafe for you to drive. If in any doubt, do not drive on and contact your Manager immediately. On your return to the office ensure you enter the details of your injury into the Company's Accident Book.

Wintertime Driving

Make sure your vehicle is equipped with good wiper blades, and that wiper arms are exerting enough pressure on the blades to ensure a clean sweep. Tyres with good tread are essential for good cornering and handling on slippery roads. Occasionally try out your brakes, or gently depress your accelerator whilst driving.

Further Points to Note

If you are required to drive on Company business then it will be your responsibility to ensure that evidence of suitable insurance is demonstrated for your privately owned vehicle that is being used for business. During your employment the Company may at any time ask to see your insurance document and, if applicable, evidence of a current MOT certificate, which you will be required to present. Any change to a privately owned vehicle used for business in regard to insurance conditions, must be reported to your Manager.

In addition to this, you will be responsible:

- For your own safety, for any passengers or company equipment carried in the vehicle and for ensuring that the vehicle is safe to use.
- To ensure that passengers are carried only in accordance with the vehicle manufacturer's design specification, with a seat for everyone and only one person per seat.
- To ensure that seat belts are installed for the driver and passengers and worn on all journeys.
- To take a break of at least fifteen minutes if driving continuously for 2 hours, this is to ensure that you do not suffer fatigue.
- For wherever possible, to share driving on journeys of over 2 hours duration.
- To plan journeys to avoid travel in adverse weather and working in excessive hours.
- To not stop on the hard shoulder of a motorway except in an emergency.

The Company accepts no liability for any accident, loss, damage or claim arising out of any journey that you make on business unless caused by the Company's negligence and will not pay for the cost of any insurance policy on your own car.

Fines for road traffic offences must be settled by the driver.

EXPENSES POLICY & PROCEDURE

Foreword

This Policy provides guidelines and establishes procedures for employees incurring travel, entertainment and related expenses while on company business. The guidelines enable controlled reimbursement to take place and indicate the evidence and the authorisation required.

The principal area of law relates to Income Tax. Under the general tax law, expense payments rank as taxable remuneration. A taxpayer may claim a deduction for expenses incurred wholly, exclusively and necessarily in the performance of duties of the employment. These rules are designed to satisfy HMRC requirements.

It is Management's responsibility to ensure that costs are controlled and that expenses cannot be deemed to be extravagant. To set firm limits for every eventuality will always be difficult and will never suit every occasion or circumstance for expense reimbursement.

Reimbursement of Expenses

The company will reimburse all approved and reasonable expenditure incurred in undertaking company duties.

Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account once an expenses claim has been made.

Any questions about the reimbursement of expenses should be raised before you incur the relevant costs.

Company Expectations

As an Employee, we expect you to:

- Behave honestly, responsibly, and within the guidelines of this policy (e.g. keep costs low).
- Submit expenses as soon as possible and with enough details to explain why you've made the purchase.
- Keep all receipts and provide VAT receipts (not just credit card slips) so we can reclaim VAT and because HMRC requires them.

As a Manager, we expect you to:

- Check that purchases comply with the Policy.
- Approve them promptly.
- Ensure they're claimed promptly.

Travel Expenses

We will reimburse the reasonable costs of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable. The following are not treated as travel in connection with our business:

- Travel between your home and usual place of work.
- Travel which is mainly for your own purposes, and
- Travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

Mileage

You can claim up to 45p/mile when using your own vehicle – but must include VAT receipts dated on or before the purchase of petrol to cover the cost. You must also be insured for using your car for business purposes. Company car mileage rates are as follows:

Petrol under 1400cc:	10p/mile
Petrol 1400 – 2000cc:	12p/mile
Petrol over 2000cc:	19p/mile
Diesel under 1600cc:	8p/mile
Diesel 1600cc – 2000cc:	10p/mile
Diesel over 2000cc:	11p/mile

Air, Train and Road Travel

All bookings should be made in economy/standard class (unless you can beat the price by booking early, in which case higher classes are acceptable).

Where possible, all journeys should be booked in advance of the date of travel to access advance fares.

Taxis

Always keep a receipt that includes the date. You can't claim trips from work to home.

Car Hire

You can rent cars if doing so is more cost-effective than using public transport or if it's not practical.

Mobile Phones and Internet Connectivity

Use free wi-fi whenever possible.

Reasonable internet connectivity charges can be added to a hotel bill unless already part of the negotiated rate.

Additional Travel Related Expenses

Baggage - The cost of one hold luggage bag will be reimbursed.

Parking - Parking costs must be substantiated with a valid receipt. We will not usually pay any penalty charges which you incur.

Tips - Tips up to 12.5% unless already included in the bill.

GPS with hire car - The hire/use of a GPS with hired cars in unfamiliar locations.

Accommodation

Where appropriate, hotels should be booked as soon as your meeting is confirmed to avoid rising costs.

The average price-to-beat for a hotel room is £90 generally, £110 for an inner-city rate and £130 for London hotels.

Should you be required to make a hotel cancellation, you are responsible for this amendment. Any costs incurred as a result of your inaction will be borne by you.

Food

You can claim for meals while staying overnight, or if travelling for business before 7am or after 8pm and are away from the office for more than half a day.

The maximum spend limits are:

Hotel breakfast	£15.00
Other breakfast	£7.50
Lunch	£12.50
Dinner (including 1 alcoholic drink)	£20.00

Entertainment

All entertainment claims must include a business reason and the name and company of all attendees – even those who work for Our Company. This ensures we comply with the UK Bribery Act and also helps us apply the right VAT treatment.

For client drinks, our company policy on spend is £30/head per event. If you feel your event will exceed this, you must seek your line manager's approval prior to the event taking place.

For client meals, our company policy on spend is £25/head for lunch, £30/head for evening meals. If you feel your event will exceed this, you must seek your line manager's approval prior to the event taking place.

Other Expenses Types

Professional Membership fees - These should be relevant to your profession and agreed by your line manager

Postage - All postage for business purposes will be reimbursed. Employees should send by 2ndclass where appropriate. Weekly payslips should always be posted 1stClass.

Annual eye-testing fees - This should be agreed prior to the appointment by your line manager.

Exceptions

- Credit, debit and charge card fees (including interest, annual costs).
- Laundry service/dry-cleaning (unless trip is longer than 4 nights).
- Mini-bar contents.
- Movies/videos, newspapers.
- Parking fines.
- The loss/theft of goods.
- Childcare or pet care.
- Any personal elements.
- Damage to personal vehicles.
- Spa and health/fitness clubs.
- Clothes.
- Flowers, sweets, confectionary.
- Birthday cakes or cards for employees.
- * Tourist attractions.
- * Bar bills.

* You can claim these if the event is part of client entertainment.

What We Can Claim VAT On

It is important that we keep all receipts for the purposes of referencing purchases but also as the company can claim VAT back on certain purchases. We can claim VAT back for the following:

Travel	No
Fuel / Mileage	Yes
Subsistence	Yes
Refreshments	Yes
Entertainment	No
Stationery	Yes
Postage	No
Hotels	Yes

Abuse of this Policy

Any attempt to claim expenses fraudulently or otherwise in breach of this Policy may result in disciplinary action. Examples of this includes, and is not limited to; false expense claims, claims for expenses that were not legitimately incurred, claims for personal gain and claims for hospitality and/or gifts to induce a client or other business contact to take improper action.

SMOKING POLICY

Foreword

The Company recognises the importance of the health, safety and welfare towards its employees so has developed this dedicated smoking policy in order to help comply with our legal duties.

Smoking causes serious damage to the health of smokers and research has also shown that second hand smoke causes cancers, heart and respiratory diseases in non-smokers as well.

Restrictions on Smoking

The Company prohibits smoking in any of its buildings and premises, unless within the designated outside areas. If a member of staff does not comply with this Policy, disciplinary action may be taken.

Display signs that make it clear that smoking is prohibited on its premises will be located at all entrances to its buildings. You should make every effort to ensure that if you are a smoker your clothes and breath do not smell of smoke.

If you are found smoking on the Company's premises (where it is not permitted), disciplinary action may be taken.

Electronic Cigarettes

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 (sometimes referred to as vapes, personal vaporizers or electronic nicotine delivery systems) are battery-powered products that release a visible vapour that contains liquid nicotine that is inhaled by the user.

Although they fall outside the scope of smoke-free legislation, the Company prohibits the use of e-cigarettes in the workplace. The rationale for a ban on e-cigarettes is that:

- 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 and other employees that it is acceptable to smoke.

Smoking on Customer Premises

If you are excluded from any of our Customer sites for smoking, such an act will be considered to have taken place on our own premises, as such you will be subject to the same disciplinary action as if the smoking had taken place on our premises.

You will personally be liable for any fines for breach of the Smoke-Free Regulations and will be required to pay any fines if you are prosecuted.

Support

Support for smokers who want to give up smoking can be obtained via the NHS Live Well Service – where you can either contact the free Smokefree National Helpline on 0300 123 1044, your local GP's surgery or <https://www.nhs.uk/live-well/quit-smoking/nhs-stop-smoking-services-help-you-quit/>

ALCOHOL & DRUGS POLICY

Foreword

The Company is committed to providing a safe, healthy and productive working environment for all. To do that, we will take all reasonable steps to ensure that employees are fit to carry out their jobs safely and effectively and if possible eliminate, the risk of injuries or incidents occurring due to colleagues suffering from the effects of alcohol or drug abuse.

This Policy applies to all employees and contractors of the Company irrespective of their role, and is applicable to all our Company sites, including company vehicles.

Whilst the Company accepts that alcohol and drug abuse are areas of health and social concern, we also recognise that they can have a detrimental effect on work performance, behaviour, sickness absence and accidents.

Consumption of drugs (including prescription and over the counter drugs) and alcohol during working hours implicates the health and safety of the individual and others, since these substances impair coordination, judgement, and decision making. Irresponsible behaviour resulting from the misuse of drugs and/or alcohol may damage our reputation and/or business, and as such, is a policy matter.

Definitions of Terms Used in this Policy

Alcohol abuse – we define alcohol abuse as any drinking, either intermittent or continual, which interferes with health and/or social functioning and/or work capability or conduct.

Drugs – we define drugs as illegal, prescribed and over the counter medicines and solvents. In the case of prescribed and over the counter drugs, we recognise that the possession and use by the employee is legitimate.

Drug abuse – we define drug abuse as the use of illegal drugs, the deliberate misuse of prescribed or over the counter drugs, and the use of solvents, either intermittent or continuous, which interfere with health and/or social functioning and/or work capability or conduct.

Legal

We need to ensure that problems are dealt with effectively and consistently and adhere to our legal obligations under the following legislation:

- Under the Health and Safety at Work Act 1974, we recognise the duty to protect the health, safety, and welfare of employees and others who are (or may be) affected by their activities, as far as is reasonably practicable
- Under the Management of Health and Safety at Work Regulations 1999, we will carry out a risk assessment to identify workplace hazards and put measures in place to minimise these risks
- Under the Misuse of Drugs Act (1971), it is illegal for anyone, to produce, supply or be in possession of illegal drugs. Employers may be liable if they knowingly allow an employee, customer, or service user to dispense, manufacture, possess, use or sell drugs on their premises

Policy Requirements

You must not report, or try to report, for work having consumed drugs or alcohol likely to render you unfit and/or unsafe for work. If you do so, this may be regarded as an act of misconduct where disciplinary action will be taken.

It is a criminal offence to be in possession of, use, sell or distribute an illegal substance. If any such incidents take place on our premises, our clients' premises, in our vehicles or at a business function, they are likely to be regarded as gross misconduct where disciplinary action will be taken, and in addition you will be reported to the Police.

You must not consume or be in possession of alcohol (except in circumstances where alcohol is made available for a special event organised by the Company and authorised by a Director), whilst on our premises, our clients' premises or in our vehicles. If any such incidents take place, they are likely to be regarded as gross misconduct where disciplinary action will be taken.

We understand that alcohol may be consumed during the day outside of work e.g. at leaving parties or celebrations, or where employees are involved in corporate entertainment with suppliers, when this occurs you are expected to take a responsible attitude. You should remember that you may then be returning to work, and anyone returning back to work impaired or having consumed an unreasonable level of alcohol, will not be tolerated. If alcohol is consumed, you must not drive a vehicle.

If a Manager has a concern about your performance or behaviour as a result of an unreasonable level of alcohol intake (e.g. at lunchtime or after returning from an event), then your Manager has the right to address those concerns with you.

Identifying a Problem

Substance misuse may become apparent through a number of signs, some of which are mentioned below, which could indicate an issue:

- Persistent short-term absence.
- Frequent unauthorised absence.
- Recurrent small accidents.
- Poor time keeping.
- Inconsistency in work performance.
- A breakdown in working relations.
- Paranoia / aggression / behavioural changes.
- Deterioration in physical appearances, such as dental problems / weight loss.

The Company are aware that these factors can also be a result of other causes, and as such Management will use all the information at their disposal and discretion to identify a potential problem. Colleagues may be the first to notice when an employee is misusing substances. Should you therefore suspect that a colleague may have an alcohol or drug problem, you should either try to encourage your colleague to seek help from their GP and/or support service, or report the matter to your Manager.

Employee Responsibilities

All employees are required to be aware of and comply with this Policy. Employees also have a duty of care under the Health & Safety at Work Act 1974 (Section 7a) not only for your own health and safety, but the health and safety of others who may be affected by your acts or omissions.

It should be recognised that prescribed and over-the-counter medicines may cause impairment to your performance at work, as such you must seek advice from your GP or Pharmacist on any medicines you are taking. You should inform your Manager of any possible side effects of your medication so it can be understood if they may impact your ability to perform in your role, if they have any safety implications and if any adjustments need to be made for you whilst taking this medication.

Manager Responsibilities

Managers are responsible for the day-to-day implementation of this Policy and for dealing with issues which are related to alcohol and drug use. All Managers have a responsibility to immediately address with you any concerns regarding impairment or suspected dependency of alcohol or drugs. They must also advise HR.

Voluntary Referral

Employees who suspect or know they have a drug or alcohol problem are encouraged to seek support at an early stage from either their GP or specialist support service. In such instances, we recognise that it is up to the discretion of the employee to inform their Manager.

Management Referral

Managers will offer support to employees who are suspected of having an alcohol or drug problem. If the problem has become apparent because of a decline in work performance, your Manager will look to support you through a performance improvement plan where you will be required to demonstrate improvement. If performance does not improve, disciplinary action will be taken.

The Company is aware that in some instances, alcohol and drug dependency is defined as an illness and as such actively encourages those employees who are experiencing difficulties with alcohol or drugs to seek help from their Manager / HR. Your Manager / HR will then endeavour to assist in sourcing advice and support. This may include obtaining external advice from Occupational Health who will advise on what support is required for you and what restrictions and/or adjustments may need to be accommodated for you, as well as understanding your ability to perform in your role. Following this your Manager will place you on a support programme where you are required to demonstrate improvement and a satisfactory completion. If an improvement is not made then disciplinary action will be taken.

The Company will provide employees the opportunity to attend treatment within work time. If you are absent, the usual sick arrangements as per the Sickness Absence Policy, will apply.

Misconduct

In circumstances where an employee breaches this Policy, such as reporting for work drunk or being under the influence of drugs at work, we will consider this behaviour as misconduct where disciplinary action will be taken.

In circumstances where an employee, for example, is violent at work whilst under the influence of any substance or deals illicit substances at work or any other very serious incident, we will consider this behaviour as misconduct where disciplinary action will be taken.

It is important to note that should an employee, with a dependency to alcohol or drugs, only declare they have a dependency issue after a serious misconduct issue has arisen, that employee will still be subject to the same disciplinary procedures as any other employee who breaches this Policy. It is therefore strongly encouraged that you disclose any alcohol or drug dependency problems voluntarily at the earliest opportunity and before any issues which may result in disciplinary action being taken.

Relapse Following Treatment

We acknowledge that relapse is common with alcohol and drug problems and, in normal circumstances, we will support employees through one relapse after treatment. We will treat subsequent relapses on a case-by-case basis. During any review, we will take into account the needs of the department and the business. Disciplinary procedures may begin following subsequent relapses.

Return to Work

If there has been a requirement for you to take leave from work in order to attend rehabilitation and/or treatment, after successful completion of treatment, the Company will try to make sure that you return to your existing role. However, if you are unable to fulfil your required duties, the Company will consider alternatives duties.

SECTION 3 – EMPLOYEE WELLBEING & FAMILY FRIENDLY POLICIES

- Health & Wellbeing Policy
- Menopause Policy
- Flexible Working Policy
- Maternity Policy
- Paternity Policy
- Adoption Leave (Within the UK) Policy
- Shared Parental Leave Policy
- Shared Parental Leave (Adoption) Policy
- Parental Leave Policy
- Time off for Dependants Policy
- Carers Leave Policy
- Unplanned Emergency Leave Policy
- Bereavement (Compassionate) Leave Policy
- Volunteering Policy
- Sabbatical Leave Policy

HEALTH AND WELLBEING POLICY

Foreword

The Company is committed to the protection and promotion of the mental health and wellbeing of all its employees. Promoting and protecting the mental wellbeing of the workforce is important for individuals' physical health, social wellbeing and productivity.

Addressing workplace mental wellbeing can help strengthen the positive, protective factors of employment, reduce risk factors for mental ill health and improve general health. It can also help promote the employment of people who have experienced mental health problems and to support them whilst at work.

This Policy sets out the measures that what we can all take to support health and wellbeing at work.

The Policy does not form part of your contract of employment and we reserve the right to amend it at any time.

Company Responsibilities

We are responsible for ensuring, so far as reasonably practicable, the health, safety and welfare of all our employees. We will do this by ensuring you;

- Are given the tools you need to do your job, including appropriate training and support.
- Have a say in the way that you do your work.
- Have an acceptable workload.
- Empowered to respond to change positively.
- Treated with respect by your managers and colleagues.

In addition to this, we aim to ensure this Policy is implemented and procedures are in place that recognise and deal with the issue of common mental and physical health problems, and to actively demonstrate recognition and acceptance of common mental and physical health problems by creating an environment where staff feel comfortable in asking for help.

Manager Responsibilities

Managers are responsible for supporting our wellbeing strategy by;

- Monitoring workloads to ensure they are manageable.
- Ensuring that employees understand their role within the team and receive the necessary information and support from management and team members to do their job.
- Monitoring working hours and holiday to ensure that individuals work appropriate hours and take regular breaks.
- Encouraging individuals to participate in wellbeing initiatives.
- Remaining up to date with our policies and procedures that are likely to affect wellbeing, including those concerning equality, diversity, bullying and harassment and flexible working.

Employee Responsibilities

Employees must take responsibility for managing their own health and wellbeing, by;

- Adopting good health behaviours (for example in relation to diet, alcohol consumption and smoking).
- Informing their Manager if they believe work or the work environment poses a risk to their health.

- Working appropriate hours, taking regular breaks, and building healthy working habits into their day.
- Getting involved in wellbeing initiatives.

Occupational Health Responsibilities

To provide a comprehensive service designed to help employees stay in work, or to return to work, after experiencing mental health problems. This will include preparing medical assessments of individuals' fitness for work following referrals from Managers, liaising with GPs and working with individuals to help them to retain employment.

Health Promotion Initiatives

The Company will develop and run a range of health promotion initiatives designed to raise awareness of health and lifestyle issues affecting mental health and wellbeing in the workplace. Senior Management supported by HR will have primary responsibility for leading these programmes, but managers and employees will be expected to support and take part.

Training and Communications

Managers will regularly discuss individual training needs to ensure that employees have the necessary skills to adapt to ever-changing job demands.

Managers and employees are encouraged to participate in communication / feedback exercises. All employees are expected to be aware of the importance of effective communication through team meetings, 1-2-1 meetings, performance review meetings, electronic communications and organisation-wide methods. The Company will ensure that structures exist to give employees regular feedback on their performance, and for them to raise concerns.

Other measures available to support employees in maintaining health and wellbeing include:

- An employee assistance programme.
- A mental health first-aid programme.
- Procedures for reporting and handling inappropriate behaviour (for example bullying and harassment).
- Subsidised gym membership.
- Special leave arrangements.
- Opportunities for flexible working.

Requesting Support

If you believe that your work, or some other aspect, is putting your wellbeing at risk you are encouraged to speak to your Manager or HR. We urge you to be as open as possible about any particular issues that you are experiencing. Any health-related information disclosed by you during these discussions will be treated sensitively.

In some cases, we may refer you to Occupational Health so that they can recommend on types of support that may be appropriate. They may also signpost you to external sources of help and advice.

MENOPAUSE POLICY

Foreword

This Policy aims to help employees be aware of the responsibility to understand the menopause and related issues that can affect staff, partners, families and colleagues. It also sets out the rights of employees experiencing menopausal symptoms and explains the support available to them.

This Policy does not form part of your contract of employment and we reserve the right to amend or withdraw at any time.

In this Policy, where we refer to the menopause, we also mean the perimenopause.

What is the Menopause

The menopause is a natural stage of life when a woman's oestrogen levels decline and she stops having periods. As menopausal symptoms are typically experienced for several years, it is best described as a 'transition' rather than a one-off event.

The menopause typically happens between age 45 and 55. The 'perimenopause' is the phase leading up to the menopause, when a woman's hormone balance starts to change. For some women this can start as early as their twenties or as late as their late forties.

The menopause can cause a wide range of physical and psychological symptoms that can last for several years.

Symptoms

While symptoms can fluctuate and be felt to varying degrees, they commonly include:

- Hot flushes.
- Night sweats.
- Dizziness.
- Fatigue.
- Headaches.
- Recurrent urinary tract infections (UTIs) including cystitis.
- Joint stiffness, aches and pains.
- Heavy or irregular periods.
- Psychological issues such as mood disturbances, anxiety and / or depression, memory loss, panic attacks, loss of confidence and reduced concentration.
- Sleep disturbance that can make people feel tired and irritable.
- Weight gain.
- Palpitations (heartbeats that become more noticeable).
- Skin changes (dryness, acne, general itchiness).

Each of these symptoms can affect a woman's comfort and performance at work.

The Company has a duty to provide a safe working environment for you and therefore commits to ensuring that adjustments and additional support are available to those experiencing menopausal symptoms.

Support

The Company aims to facilitate an open and understanding working environment. As such, if you are experiencing menopausal symptoms then you are encouraged to inform your Manager at an early stage to ensure that symptoms are treated as an ongoing health issue rather than as individual instances of ill health. Early notification will also help Managers to determine the most appropriate course of action to support your individual needs.

Should you not feel comfortable discussing the issue with your Manager then you may find it helpful to have an initial discussion with a trusted colleague, another Manager or HR instead.

Reasonable adjustments

Where possible the Company will try to accommodate reasonable adjustments for you. Those may include;

Facilities - The company aims to facilitate a comfortable working environment with access to toilets and washing facilities and provide easy access to cold drinking water. Employees will be permitted to rest, recover or make a telephone call to access personal or professional support.

Temperature control - The company strives to achieve a comfortable working temperature for all its employees. Flexibility in terms of dress code will be made, where reasonable. Where there is no air conditioning system in operation in the building, desk fans will be provided upon request.

Flexible working - The Company recognises that difficulty sleeping is a common symptom of the menopause. To reflect this, as well as the impact of other common symptoms, we aim to facilitate flexible working wherever possible. Requests for flexible working could include asking for:

- A change to the pattern of hours worked.
- Permission to perform work from home.
- A reduction in working hours.
- More frequent breaks.

Such requests will need to be made under a Flexible Working Request (please refer to the Flexible Working Policy).

Sickness

There is no expectation on you to work if you are unwell because of menopausal symptoms. If you are sick and unable to work, you should follow the procedure set out in the Sickness Absence Policy & Procedure.

External Sources of Help

There are various organisations that provide help and support on the menopause. Details of those can be found on Natural HR.

FLEXIBLE WORKING POLICY

Foreword

The purpose of this Policy is to ensure that all employees from their first day of employment with the Company are aware of their right to request flexible working, should they wish to do so.

Flexible working involves making a statutory request to change any aspect of your contract of employment. It can involve any of, or a combination of the following changes:

- Number of hours you work.
- Compressing your hours.
- Patterns of hours/days you work.
- Remote working/hybrid working/working from home.
- Job sharing.

By requesting flexible working, you must understand that:

- If your request is accepted, the changes will be a permanent variation to your contract, and
- You are able to make two applications for flexible working in any 12-month period.

Procedure for Requesting Flexible Working

If you wish to apply for flexible working then you must do so in writing to your Manager using the Flexible Working Request Form that is held on Natural HR. The Form must be fully completed by you, and you will need to specify what changes you are proposing and when you would like them to take effect.

On receipt of your Flexible Working Request Form, your Manager will make an assessment on the impact of your request on the business. In some circumstances it may be possible to accept your application without having to discuss any further detail with you. However, in most cases, your Manager will want to meet with you to discuss your request in more detail. The review may also involve discussions with your team as well as other relevant Managers.

If a meeting is required, your Manager would send you an invite to attend a flexible working meeting. You will be given the right to be accompanied at this meeting by a work colleague.

This meeting will be to discuss the proposed arrangements in depth so that the Company can consider how it would work in practice and the potential impact on the business. It's also an opportunity to find solutions to any difficulties that might result from the arrangements. Therefore alternatives may be explored with you, such as other possible working arrangements, agreeing the change on a temporary instead of permanent basis or having a trial period.

The meeting may not be face to face and may be held over the telephone or by some other form of communication, but this would be agreed by both yourself and your Manager.

Your Manager will consider your request thoroughly and take into account information gained from yourself and further details from associated teams and/or colleagues etc.

All requests will be dealt with within a period of two months from first receipt of the flexible working application to notification of the outcome to an appeal. This time limit may be extended where both you and the Company are in agreement.

Potential Outcomes

Each request will be considered on a case-by-case basis, and the Company agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change. There are four potential outcomes to a flexible working request and those are:

- Accept the request.
- Accept the request with a trial or temporary period.
- Accept the request with modifications.
- Reject the request.

The decision will be provided to you in writing. If your request is accepted there will be a change to your terms and conditions. This change will be permanent, unless we have agreed to a temporary or trial change in your working arrangements. We will keep the new arrangements under review for a period of time, to monitor how they are working in practise.

If your request is rejected, it must be for one of the following business reasons:

- The burden of additional costs.
- An inability to reorganise work amongst existing staff.
- An inability to recruit additional staff.
- A detrimental impact on quality.
- A detrimental impact on performance.
- A detrimental effect on ability to meet customer demand.
- Insufficient work for the periods the employee proposes to work.
- A planned structural change to your business.

Again, your Manager will write to you to confirm the reasons for the rejection and will also provide you with details of your right to appeal the decision and next steps to take should you wish to appeal.

Withdrawal of a Flexible Working Request

You can withdraw your flexible working application at any time before the decision has been made and you need to notify your Manager of this intention, in writing, as soon as possible.

Trial Periods

We commonly seek to trial an arrangement before deciding on a flexible working request. A trial period is an opportunity for both parties to test the arrangement to see if it is workable in the longer term. It also gives us the opportunity to try different solutions for managing any difficulties posed by the new arrangement and to discuss possible adjustments. Trial periods will normally last a maximum of three months.

During the trial period, we will monitor how the arrangement is working out and will hold regular meetings with you to discuss this. We will make a final decision towards the end of the trial period, unless the new working arrangement is clearly not working out, in which case it may be necessary to end the trial period earlier than was proposed.

During the trial period, your terms and conditions of employment will change on a temporary basis. If we reject your request after a trial period, you will revert to your original working arrangement and terms and conditions. We will try to give you reasonable notice if this is the case.

MATERNITY POLICY

Foreword

This Maternity Policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth. The Company implements the maternity rights set down in legislation.

Throughout this Policy the following abbreviations may be used;

Ordinary Maternity Leave (OML)	The first 26 weeks maternity leave that all pregnant women are entitled to, regardless of length of service.
Additional Maternity Leave (AML)	The 26 weeks taken at the end of OML which all pregnant women are entitled to take, regardless of length of service.
Expected week of childbirth (EWC)	The week in which your baby is due to be born as certified by your GP or Midwife within your MATB1 Certificate.
MATB1 Certificate	The maternity benefit certificate given to all pregnant women by their GP or Midwife confirming the expected week of childbirth.
Statutory Maternity Pay (SMP)	Payable to you if you take maternity leave and/or eligible for maternity pay.
Enhanced Maternity Pay (EMP)	This is an enhanced rate paid on top of any SMP entitlement to staff who are eligible.
Keeping in touch days (KIT)	Up to 10 days where you can attend work / training sessions etc without bringing your maternity leave period to an end.
Maternity Allowance	Amount paid to you by the Department of Work and Pensions (DWP) if you are not eligible for SMP. This is not paid through the Company but instead direct by Jobcentre Plus.
Qualifying week (QW)	The 15 th week before the EWC.
SMP1 Form	The Company will complete this Form when you are not eligible to be paid SMP and this will enable you to claim from Jobcentre Plus. This Form will be forward to you once we have received your MATB1 Certificate.

Notification of Pregnancy

On becoming pregnant you should notify your Manager or HR as soon as possible, this is important as there are health and safety considerations particularly in the first 16 weeks of your pregnancy and therefore to ensure that any risk assessment, information and support is provided to you.

By the end of the 15th week before the EWC you must complete an Intention to Take Maternity Leave Form which confirms the fact that you are pregnant, the date you intend to start your maternity leave as well as your expected week of childbirth.

After your 20 week scan you will be issued with a MATB1 Certificate by your Midwife or GP, which you must provide to the Company.

You can choose when to start your maternity leave, subject to two restrictions:

- Maternity leave cannot begin prior to the 11th week before the EWC, unless the baby is born prematurely in which case maternity leave will begin the day after the baby is born.
- The start of maternity will be triggered automatically if you are absent from work, wholly or partly on account of a pregnancy-related reason within 4 weeks of the EWC.

Once you have informed the Company on the above, they will formally respond in writing to your notification of leave plans within 28 days, confirming the date on which you are expected to return to work if you take the full 52-week entitlement to maternity leave.

If you have already provided notification of your maternity start date and subsequently wish to change this, you may do so by giving at least 28 days' notice of the revised start date to your Manager and HR. This may be earlier or later than the date originally notified.

Health and Safety

The Company has a duty of care to you and as such we will carry out the necessary risk assessments with you. Within those we will look at such areas as fatigue, visual display units, lifting and carrying. If it is found that you are at risk in any way then the Company will take such steps that are reasonably necessary to avoid those risks, e.g. amending working hours, job duties.

If it is found that the Company is unable to alter your working conditions to remove these risks or provide you with a suitable alternative role on a temporary basis, then the Company may need to suspend you on normal salary and benefits from work on maternity grounds until such time that there is no risk to your health. This may be for a short time or for the remaining period of your pregnancy until your maternity leave starts.

Paid Time Off for Ante-Natal Care

Once you have advised your Manager that you are pregnant, you will be entitled to take reasonable paid time off to attend antenatal appointments (this right is applied irrespective of length of service). This includes GP and midwife appointments but can also include relaxation or parenting classes provided they have been recommended to you by a registered medical practitioner.

You should give your Manager as much notice as possible of your antenatal appointments and wherever possible try to arrange them outside of your core working hours or near to the start or end of your working day. You are entitled to your normal rate of pay during periods of absence. After the first appointment, we may ask for evidence of appointments before granting time off.

The father / partner of your baby has the right to unpaid time off work to attend up to two antenatal appointments and should make enquiries with their own employer in this respect.

Sickness Absence During Pregnancy

Pregnancy will affect women differently and whilst some employees will have good health throughout their pregnancy, others may need to take time off due to sickness. If during your pregnancy you are absent from work due to sickness, the Sickness & Absence Policy will apply. If after the start of the 4th week leading up to your EWC you are absent from work due to a pregnancy related illness, then your maternity leave will automatically start.

Entitlement to Statutory Maternity Leave

All employees, irrespective of length of service are entitled to up to 52 weeks' statutory maternity leave, consisting of 26 week's OML and then 26 week's AML. During the 52 weeks your contract of employment continues in force and you are entitled to receive all of your contractual benefits, except for salary.

Maternity leave should normally commence no earlier than 11 weeks before the EWC, unless the child is born prematurely before that date.

Maternity leave will start on whichever date is the earliest of:

- Your chosen start date.
- The day after you give birth.
- The day after any day on which you are absent from work for a pregnancy-related reason in the 4 weeks before the EWC.

Before the start of your maternity leave, your Manager will discuss with you the arrangements for covering your work.

Statutory Maternity Pay

As well as taking maternity leave you will be entitled to 39 weeks' statutory maternity pay provided:

- You have had 26 weeks' continuous service at the 15th week before your EWC.
- Earn more than the lower earnings limit for national insurance purposes.

SMP is currently paid at 90% of average weekly earnings for 6 weeks, and then at a sum specified annually by the Government for each week thereafter, or 90% of earnings (whichever is lower) for 33 weeks. SMP is subject to the normal tax and NI deductions. The latest rates for SMP can be found on <https://www.gov.uk/maternity-pay-leave/pay>

Things to be aware of in regard to SMP:

- Starts when your maternity leave commences.
- Cannot start prior to the 11th week before the EWC.
- Cannot be paid unless Payroll / HR has received a copy of your MATB1 Certificate.
- You must have provided the correct 'notice requirements' as set out within this Policy.
- It will be paid directly into your bank account on the same dates as would your usual salary.
- It is subject to the normal tax and NI deductions.
- It is payable whether or not you intend to return to work after your maternity leave.

If you do not qualify for SMP, you may be entitled to receive a 'maternity allowance' payable directly from the Government. Please see the definitions table above for further details.

Enhanced Maternity Pay

Subject to you meeting the qualifying criteria for SMP, the Company offers enhanced maternity pay which exceeds the statutory pay provision by providing the first 13 weeks of your maternity leave at full base pay followed by 13 weeks at half base pay. This is then followed by statutory maternity pay as detailed above, subject to you meeting the statutory qualifying criteria.

Payment of enhanced maternity pay includes any entitlement to statutory maternity pay.

Compulsory Maternity Leave

If you choose not to take SML, you are still required as a new mother to take compulsory maternity leave where work is not permitted for a period of 2 weeks after you give birth commencing on the day the child is born.

Pension Payments During Maternity Leave

If you are a member of the pension scheme, the Company will continue making pension contributions during paid maternity leave, based on your normal salary. Any contributions that you make will be based on the amount of maternity pay you are receiving, unless you inform Payroll that you wish to make up the shortfall.

Holiday and Maternity Leave

During maternity leave, your holiday will continue to accrue as if you were working during this period.

Any annual leave accrued before maternity leave commences should be taken during that leave year prior to maternity leave commencing. You are therefore required to give consideration to your holiday and discuss this with your Manager. The options available to you in regard to taking leave are as follows;

- Take accrued leave before maternity leave starts.
- Take at the end of your maternity leave (thereby extending your physical return to work).
- Take during the year that you return to work after your maternity leave.

If following a flexible working application under the Flexible Working Policy & Procedure it is agreed that you will return to work on reduced contractual hours, your new reduced hours should not normally take effect until the day you physically return back to work. This means that if you take holiday leave prior to returning back to work from maternity leave, that leave will be based on your previous (e.g. full-time) contractual hours and then on physically returning to work your holiday will be taken based on your new reduced hours.

During your maternity leave you cannot take holiday or receive pay for holiday.

Rights During Maternity Leave

During OML and AML your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for normal salary. Any benefits in kind that you receive, such as the use of a laptop and mobile phone will continue.

Except during the first 2 weeks after childbirth, you can if you wish agree to work for the Company (or attend training) for up to 10 days during your maternity leave without bringing your maternity leave to an end and without loss of a week's SMP. These are known as KIT days. Any work carried out on a day shall constitute a day's work for these purposes, and you will be paid your normal rate of pay.

The Company has no right to require you to carry out any work and you have no right to undertake any work during your maternity leave. If you are interested in using any KIT days, you must speak to your Manager.

Contact During Maternity Leave

The Company reserves the right to maintain reasonable contact with you during maternity leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments at work during your absence.

Right to Return to Work After Maternity Leave

You will have been advised in writing of the date on which you are expected to return to work if you take your full 52 week entitlement. You are expected to return to work on this date, unless you notify us otherwise. If you wish to return to work early, you must provide your Manager with at least 8 weeks' notice.

If you wish to return to work later than the 52 weeks, you may be able to do so if you request annual leave or parental leave.

If you decide not to return back to work from maternity leave then you are required to provide the relevant notice in accordance with your contract of employment.

If returning to work during OML, you will be entitled to return to the same job in which you were employed prior to commencing maternity leave, on terms and conditions not less favourable to those that you were on

before. If returning to work during AML, you will be entitled to return to the job in which you were employed prior to commencing maternity leave, or if this is not possible due to changes within the business, you would be offered a similar role on terms and conditions not less favourable to those that you were on before.

If you wish to change your hours or other working arrangements on returning from maternity leave, you should make a request under the Flexible Working Policy.

Failure to return to work by the end of your maternity leave will be treated as unauthorised absence unless you are sick and produce a Fitness For Work Certificate or you have pre-booked holiday leave which has been authorised by your Manager.

Premature Births

If the birth of your baby is early, your maternity pay and leave will automatically start the day after the birth.

Miscarriage and Stillbirth

If your baby does not survive the birth before the end of the 24th week of pregnancy, it is called a miscarriage and you are not entitled to maternity rights. The Company will however support you as much as possible, which may include taking sick or compassionate leave.

If your baby does not survive the birth after the 24th week of pregnancy, it is called a stillbirth and you will be entitled to all the usual maternity rights. Please also refer to our Parental Bereavement Leave Policy.

Shared Parental Leave

If you or your partner meet the eligibility and notice requirements, you may choose to end your maternity leave and pay early and take shared parental leave instead. This will enable you and your partner to take it in turns to have periods of leave to care for your child, return to work while your partner takes leave, or take the same time as each other. Further information can be found in our Shared Parental Leave Policy.

PATERNITY POLICY

Foreword

This Paternity Policy sets out the statutory rights and responsibilities of employees who wish to take paternity leave. The Company implements the paternity rights set down in legislation.

This Policy aims to provide employees with the time they need to care for their new-born child and support their partner.

Throughout this Policy various abbreviations may be used as follows;

Expected week of childbirth (EWC)	The week in which your baby is due to be born.
Qualifying Week (QW)	The 15 th week before the EWC.
Statutory Paternity Leave (SPL)	1 or 2 weeks leave which must end within 52 weeks of the child's birth, providing you have 26 weeks continuous service by 15 th week before EWC.
Statutory Paternity Pay (SPP)	Payable to employees who take statutory paternity leave and are eligible for statutory paternity pay.
Enhanced Paternity Pay (EPP)	This is an enhanced rate paid on top of any SPP entitlement to staff who are eligible.
MATB1 Certificate	The maternity benefit certificate given to all pregnant women by their GP or Midwife confirming the expected week of childbirth.
Paternity Leave request Form	To be completed by 15 th week before the EWC or matching week to provide details of when SPL will be taken.
SC3 Form	To be completed when applying for SPL and SPP

Unpaid Time Off for Ante-Natal Care

You are entitled to unpaid time off to accompany a pregnant woman with whom you are having a child with to up to two antenatal care appointments. This could be if you are the biological father, husband, civil partner or in a long-term relationship with the pregnant woman.

Entitlement to Statutory Paternity Leave

As long as you have 26 weeks' continuous service at the 15th week before the EWC, you are entitled to take up to two weeks statutory paternity leave, but the leave must be booked in blocks of at least one week. This means that you can take the leave in one single block of one week, or one single block or two weeks or two separate blocks of a week each. Multiple births only trigger one period of leave. SPL must be taken and finish within 52 weeks of the actual date of birth.

To qualify for paternity leave you must either be the child's biological father and have or expect to have responsibility for the child's upbringing, or you are the spouse, civil partner, or partner of the child's mother and have or expect to have the main responsibility (apart from the mother) for the child's upbringing.

If you wish to take shared parental leave, you must take your paternity leave first. You will not be able to take paternity leave if you have already taken a period of shared parental leave in relation to the same child.

Entitlement to Statutory Paternity Pay

Statutory paternity pay will be at the rate set by the Government or at 90% of your average weekly earnings, if this figure is lower than the Governments set weekly rate. SPP is subject to the normal tax and NI deductions. The latest rates for SPP can be found on <https://www.gov.uk/paternity-pay-leave/pay>

Enhanced Paternity Pay

The Company offers enhanced paternity pay which exceeds the statutory pay provision by providing 3 weeks paternity leave at full pay. This is subject to you meeting the statutory qualifying criteria as covered above.

Payment of enhanced paternity pay includes any entitlement to statutory paternity pay.

Notice Requirements

In order to qualify for paternity leave, you need to provide to your Manager, by the 15th week before the EWC, a completed Paternity Leave Request Form and an SC3 Form. These Forms can be found on Natural HR.

You will need to state within the Paternity Leave Request Form when the baby is due, whether you are looking to take one or two consecutive weeks and when you expect the paternity leave to commence. If you are unable to provide the exact dates of when you wish to take your leave, you will need to specify a general time, e.g. from the date of birth, a certain number of days after the baby is born, or a specific date which is not earlier than when the baby is due.

Changing Your Paternity Plans

If you wish to change the timing of paternity leave, you must endeavour to give your Manager and HR at least 28 days' notice of the revised start date.

The Company will try to be as flexible as possible with regard to the date on which your paternity leave starts should your baby arrive earlier or later than planned. In these situations, you must contact your Manager as soon as reasonably practicable to inform them.

Rights During Paternity Leave

During your paternity leave your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for normal salary. Any benefits in kind that you receive, such as the use of a laptop and mobile phone will continue.

If you are a member of the pension scheme, the Company will continue making pension contributions during your paternity leave, based on your normal salary.

Before the commencement of your paternity leave you will be informed of the arrangements for covering your work and for remaining in contact with the Company whilst you are on leave.

Returning to Work After Paternity Leave

Following your leave, you generally have the right to resume working in the same job as before on terms and conditions that are not less favourable than the terms that would have applied had you not been absent.

Miscarriage and Stillbirth

If your baby does not survive the birth before the end of the 24th week of pregnancy, it is called a miscarriage and you are not entitled to paternity rights. The Company will however support you as much as possible, which may include taking sick or compassionate leave.

If your baby does not survive the birth after the 24th week of pregnancy, it is called a stillbirth and you will be entitled to all the usual paternity rights. Please also refer to our Parental Bereavement Leave Policy.

ADOPTION LEAVE (WITHIN THE UK) POLICY

Foreword

This Policy sets out the statutory rights and responsibilities of employees who wish to take adoption leave. The Company implements the adoption rights set down in legislation.

Throughout this Policy various abbreviations will be used, as follows;

Statutory Adoption Leave (SAL)	52 weeks leave when you have been matched to a child, regardless of length of service.
Ordinary Adoption Leave (OAL)	The first 26 weeks adoption leave that you are entitled to, regardless of length of service.
Additional Adoption Leave (AAL)	26 weeks leave that you are entitled to, regardless of length of service, taken at the end of OAL.
Statutory Adoption Pay (SAP)	Payable to you if you take adoption leave.
Matching Week	The end of the week you are matched with the child (UK adoptions) or the date the child enters the UK.
SAP1	Form issued when you are not eligible for SAP.
Expected date of placement	The date the child is expected to be placed with you.
Keeping in touch days (KIT)	Up to 10 days where you can carry out work / attend training sessions etc without bringing your adoption leave period to an end

Entitlement to Statutory Adoption Leave (SAL)

If you adopt a child through an approved adoption agency (this includes where a local authority places a child with you in a “foster to adopt” arrangement) you will be entitled to take 52 weeks SAL, regardless of your length of service. This is made up of 26 weeks' OAL followed immediately by up to 26 weeks' AAL.

In circumstances where a couple jointly adopt a child, one may take adoption leave and the other parent may be able to take paternity leave or shared parental leave.

Entitlement to Statutory Adoption Pay (SAP)

As well as taking statutory adoption leave you will be entitled to 39 weeks' statutory adoption pay provided:

- You have 26 weeks' continuous service calculated as at the week in which notification of matching is given by the adoption agency
- Your average weekly earnings are not less than the lower earnings limit for national insurance contributions
- You have chosen to receive statutory adoption pay rather than statutory paternity pay
- You have given the correct notice
- You have stopped working

SAP is paid at 90% of your average weekly earnings for the first 6 weeks, then the remaining 33 weeks will be paid at the Governments set weekly rate for that tax year, or at 90% of your average weekly earnings if this figure is lower than the Governments set weekly rate. SAP is subject to the normal tax and NI deductions. The latest rates for SAP can be found on <https://www.gov.uk/adoption-pay-leave/pay>

If you do not qualify for SAP, it is recommended that you contact your Adoption Agency to discuss any other financial support that may be available. You would also be provided with a SAP1 Form from the Company within 7 days of your application confirming the reasons why.

In order to be eligible for SAP you must provide proof to your Line Manager of the following:

- Your name and address and that of the agency
- The match date - e.g. the matching certificate
- The date of placement - e.g. a letter from the agency
- Provide the correct notice

Timing of Adoption Leave

Adoption leave can start on the day the child is placed for adoption (starts living with you), or up to 14 days earlier. You should discuss the timing of your adoption leave with your Manager as early as possible.

Notice Requirements

In order to be entitled to take SAL and receive SAP if applicable, you are required to provide to your Manager written notification of your intention to take adoption leave no later than 7 days after the date on which notification of the match with the child was provided by the adoption agency, or as soon as possible afterwards. This must be in writing and must specify the date the child is expected to be placed with you for adoption and the date you intend your adoption leave to start.

You can choose to start your adoption leave on the day the child is placed with you for adoption or on a fixed date up to 14 days before this date.

You are permitted to bring forward your adoption leave start date, provided that you advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your adoption leave start date, provided that you advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. You must also provide evidence of entitlement to adoption leave and pay by producing a 'matching certificate' from the adoption agency.

Within 28 days of receiving your notice of intention to take adoption leave, the Company will write to you confirming the latest date on which you must return to work after adoption leave.

Time off for Adoption Appointments

The main adopter will be able to take paid time off or up to 5 adoption appointments. The secondary adopter will be entitled to take unpaid time off for up to two appointments. Such appointments must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with you. The parent who takes paid time off is not entitled, later on, to take paternity leave in respect of the child.

We may ask you to provide proof, such as a letter or email from the adoption agency confirming the date and time of the appointment and that the appointment has been arranged by, or at the request of the adoption agency.

Rights During OAL and AAL

During SAL, your contract of employment continues in force and you are entitled to receive all of your contractual benefits, except for normal wages, salary or shift allowance. Any benefits in kind (such as use of

a company car, laptop and mobile phone) will continue and contractual annual leave entitlement will continue to accrue.

If you are a member of the pension scheme, the Company will continue making pension contributions during your adoption leave, based on your normal salary. Any employee contributions will be based on the amount of adoption pay you are receiving unless you inform Payroll that you wish to make up the shortfall.

Before the commencement of your adoption leave you will be informed of the arrangements for covering your work and for remaining in contact with the Company whilst you are on leave.

During your adoption leave you can if you wish, agree to work for the Company (or attend training) for up to 10 days during your adoption leave without bringing your adoption leave to an end and without loss of a week's statutory adoption pay. These are known as KIT days. Any work carried out on a day shall constitute a day's work for these purposes, and you will be paid your normal rate of pay.

The Company has no right to require you to carry out any work and you have no right to undertake any work during your adoption leave. If you are interested in using any KIT days, you must speak to your Manager.

Holiday and Adoption Leave

Prior to the commencement of adoption leave, you are required to give consideration to your holiday and discuss this with your Manager. The options available to you in regard to taking leave are; add your entitlement to either the beginning or end of your SAL or take any remaining leave during the year that you return to work after your SAL.

During your adoption leave you will continue to accrue your holiday as if you were working during this period.

Contact During Adoption Leave

The Company reserves the right to maintain reasonable contact with you during adoption leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments that are taking place at work.

Right to Return to Work After Adoption Leave

You will have been advised in writing of the date on which you are expected to return to work unless however you wish to return to work early, in which case you must provide your Manager with at least 8 weeks notice.

If you wish to return to work later than the 52 weeks, you may be able to do so if you request annual leave or parental leave. If you decide not to return back to work from adoption leave then you are required to provide the relevant notice in accordance with your contract of employment.

If returning to work during OAL, you will be entitled to return to the same job in which you were employed prior to commencing adoption leave, on terms and conditions not less favourable to those that you were on before. If returning to work during AAL, you will be entitled to return to the job in which you were employed prior to commencing adoption leave, or if this is not possible due to changes within the business, you would be offered a similar role on terms and conditions not less favourable to those that you were on before.

If you wish to change your hours or other working arrangements on returning from adoption leave, you should make a request under the Flexible Working Policy.

Failure to return to work by the end of your adoption leave will be treated as unauthorised absence unless you are sick and produce a Fitness For Work Certificate or you have pre-booked holiday leave which has been authorised by your Manager.

Transfer of Adoption Leave (Shared Parental Leave)

Shared parental leave enables adopters to commit to ending their adoption leave and pay and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from adoption leave and opt in to shared parental leave and pay at a later date. Please refer to our Shared Parental Leave Policy (Adoption) for further information.

SHARED PARENTAL LEAVE POLICY

Foreword

This Shared Parental Leave Policy sets out the statutory rights and responsibilities of employees who wish to take shared parental leave. The Company implements the parental rights set down in legislation.

Shared Parental Leave (ShPL) is a way for eligible parents (individuals that share primary caring responsibilities for a new child) to share the care of their child during the first year of birth or adoption of a child. Parents may also qualify for Shared Parental Pay (ShPP).

This right applies equally to same-sex couples and parents following a surrogacy arrangement.

Throughout this Policy various abbreviations will be used, as follows;

Terms/Abbreviations	Definition
Mother	The person that is the expectant mother, or has given birth to a child, or is the primary adopter. The mother can be a male or female.
Partner	The person that is the biological father or partner of the mother/primary adopter. They must have an enduring relationship with the mother and child.
Expected week of childbirth (EWC)	This starts on a Sunday of the week the mother is expected to give birth.
Curtailment	In this Policy it relates to the ending of leave early.
ShPL in touch days (SPLIT)	Days where you can attend work / training sessions etc to keep in touch before returning to work permanently after ShPL.
Continuous	A period of ShPL that is taken in one block.
Discontinuous	A period of ShPL that is broken up and arranged around weeks where you will return to work in the interim.

Entitlement to Shared Parental Leave If You Are the Mother

In order to qualify for ShPL you must:

- Have at least 26 weeks continuous employment with the Company at the end of the qualifying week;
- Remain in continuous employment with us until the week before any period of ShPL that you take;
- Have main responsibility for the care of the child at the date of the child's birth (apart from the partner);
- You are entitled to statutory maternity leave in respect of the child;
- You have brought your statutory maternity leave to an end by giving a maternity leave curtailment notice (or returned to work before the end of your statutory maternity leave period); and
- You have complied with the relevant notice and evidential requirements set out in this policy.

In addition to the above, the partner must:

- Have been employed or been a self-employed earner for at least 26 of the 66 weeks immediately preceding the expected week of childbirth;

- Have average weekly earnings of at least the maternity allowance threshold in any 13 of those 66 weeks; and
- Have main responsibility for the care of the child at the date of the child's birth (apart from the mother).

Entitlement to Shared Parental Leave If You Are the Partner

In order to qualify for ShPL you must:

- Have at least 26 weeks continuous employment with the Company at the end of the qualifying week;
- Remain in continuous employment with us until the week before any period of ShPL that you take;
- You have main responsibility for the care of the child at the date of the child's birth (apart from the mother); and
- You have complied with the relevant notice and evidential requirements set out in this policy.

In addition to the above, the mother must:

- Have been employed or been a self-employed earner for at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- Have average weekly earnings of at least the maternity allowance threshold in any 13 of those 66 weeks;
- Have main responsibility for the care of the child at the date of the child's birth (apart from the partner);
- Be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
- Have brought their statutory maternity leave to an end by giving a maternity leave curtailment notice (or returned to work before the end of their statutory maternity leave period).

Amount of Shared Parental Leave Available

The amount of ShPL that you can split between you is 52 weeks, minus the amount of maternity leave taken by the mother.

If you are the mother, you cannot start your ShPL until two weeks after the birth of your child (this is due to compulsory maternity leave). If you are a partner, you can begin a period of ShPL at any time from the date of the child's birth. However, you are entitled to take up to two weeks paternity leave following the birth of your child, which you will lose if ShPL is taken first.

All shared parental leave must be taken within the first 52 weeks following the birth of the child.

Notification of Shared Parental Leave

If you are considering taking ShPL, we encourage you speak to your Manager as early as possible so you can discuss your potential entitlement, to talk about your plans and to enable the Company to support you.

The earlier you inform us of your intentions, the more likely it is that we will be able to accommodate your wishes, particularly if you want to take periods of discontinuous leave.

You must however ensure that you submit the required notices to your Manager within the timescales as set out in this policy.

Maternity Leave Curtailment Notice

If you are the mother who is employed by us, you must provide your Manager with a completed Shared Parental Leave: Maternity Leave Curtailment Notice (unless you have already returned to work from maternity leave). This is for you to confirm the date on which you intend to end your maternity leave.

Your notice must be received by us at least eight weeks before you or your partner intend to start the first period of ShPL. Additionally, you must at the same time submit either;

- Shared Parental Leave: Notice of Entitlement & Intention Form (Mother)
- Shared Parental Leave: Mothers Declaration of Consent & Entitlement for Partner to Take Leave

If you are the partner who is employed by us, you cannot take ShPL until the mother has given a Maternity Leave Curtailment Notice to their own employer or returned to work before the end of their statutory maternity leave period.

Variations to Arranged Shared Parental Leave

Once a Maternity Leave Curtailment Notice is submitted, you can only revoke it if:

- You discover that neither you nor your partner are entitled to ShPL or ShPP and you withdraw your notice in writing within eight weeks of the date on which it was submitted;
- Notice was given before the birth of the child and you withdraw your notice in writing within six weeks of the child's birth; or
- Your partner has died.

If you wish to revoke your notice, you will need to complete and hand to your Manager a Shared Parental Leave: Revocation of Maternity Leave Curtailment Notice.

Notice of Entitlement & Intention

Before you can book a period of ShPL, you must complete and provide to your Manager a Notice of Entitlement & Intention. This is for you to declare that you are entitled to ShPL and confirm that you intend to take it. Your notice must be received by us at least eight weeks before you intend to start the first period of leave.

If you are the mother who is employed by us, you should submit your notice using Shared Parental Leave: Notice of Entitlement & Intention Form (Mother).

If you are the partner who is employed by us, you should submit your notice using Shared Parental Leave: Notice of Entitlement & Intention Form (Partner).

These Forms contain declarations that will need to be signed by both the mother and the partner.

Varying or Cancelling the Dates in your Notice of Entitlement and Intention

You can vary or cancel the proposed ShPL dates set out in your Notice of Entitlement & Intention by providing us with written notice. To do this you will need to complete a Shared Parental Leave: Variation of Notice of Entitlement & Intention.

Limit on Number of Variations in the Notice of Entitlement & Intention

There is no limit on the number of variations that you can make as a notice of entitlement and intention is non-binding until you submit a period of leave notice.

Period of Leave Notice

Once you have provided a Notice of Entitlement & Intention, you must also provide your Manager with a Shared Parental Leave: Period of Leave Notice. This is for you to book each period of ShPL that you wish to take.

Your notice must be received by us at least eight weeks before you start the first period of leave. It may be given at the same time as your Notice of Entitlement & Intention.

Your period of leave notice may state the start and end dates for each period of leave that you wish to take. Alternatively, if your child has not been born yet, your notice may state that you would like your ShPL to start either on the day on which your child is born, or a specified number of days after the child's birth.

ShPL must be booked in blocks of at least one week. You can book one continuous period of leave, in which case we must accept your request as long as you are entitled to ShPL and meet the notice requirements. Alternatively, you can book discontinuous periods of leave, separated by periods of work, in which case we will consider your request but reserve the right to refuse it.

You can submit three Period of Leave Notices per pregnancy. However, any notice to vary or cancel the dates in your period of leave notice will count towards this total.

Varying or Cancelling the Dates in Your Period of Leave Notice

You can vary or cancel the ShPL dates in your Period of Leave Notice by providing us with notice at least eight weeks before any period of leave varied or cancelled is due to start.

To do this, you will need to complete and hand into your Manager a Shared Parental leave: Variation of Period of Leave Notice.

Booking Continuous Leave

If you submit a period of leave notice requesting a continuous period of leave, we must accept your request as long as you are entitled to ShPL and meet the notice requirements.

Booking Discontinuous Leave

If you submit a Period of Leave Notice requesting discontinuous periods of leave, separated by periods of work, we will consider your request but reserve the right to refuse it.

In such cases, your Manager will start a two-week discussion period with you, where the outcome will be that your Manager may either agree to your request, refuse your request or propose alternative dates.

If agreement cannot be reached within that two-week period, you may take the leave as one continuous period of leave on:

- The start date given in your original Period of Leave Notice; or
- A new start date that is at least eight weeks after the start date given in your original Period of Leave Notice (in which case you must notify your Manager of that new start date within five days of the end of the two-week discussion period).

Alternatively, if you withdraw your Period of Leave Notice on or before the 15th day after the notice was submitted, it will not count towards the limit on the number of Period of Leave Notices that you are entitled to submit.

Request for Further Information

We may, within 14 days of receiving your Notice of Entitlement & Intention, ask you to provide:

- A copy of the child's birth certificate (or a signed declaration stating the date and place of birth if the birth certificate is not available); and
- The name and address of the mother or partner's employer (or a declaration that they have no employer).

You must provide this information within 14 days of our request.

Shared Parental Pay (ShPP)

ShPP is available for an eligible mother and partner to share between them whilst on ShPL.

The number of weeks' ShPP available will depend on how much statutory maternity pay or maternity allowance the mother has been paid when their maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. There is compulsory maternity leave period of two weeks. This means that a mother who ends their maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with a partner.

Any ShPP due during ShPL will be paid at a rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings (whichever is lower).

It is up to the mother and partner as to who is paid the ShPP and how it is allocated between them. If you intend to receive ShPP, you should give notice at the same time that you submit your Notice of Entitlement & Intention.

Entitlement to ShPP If You Are The Mother

If you are a mother, you are entitled to ShPP if:

- You have at least 26 weeks' continuous employment with us at the end of the qualifying week;
- You remain in continuous employment with us until the week before any period of shared parental pay begins;
- Your average weekly earnings for a period of eight weeks ending with the qualifying week are not less than the lower earnings limit for national insurance contributions;
- You have main responsibility for the care of the child at the date of the child's birth (apart from the partner);
- You are absent from work and intend to care for the child during each week in which you receive statutory shared parental pay; and
- You are entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced; and
- You have complied with the relevant notice and evidential requirements set out in this policy.

In addition, the partner must:

- Have been employed or been a self-employed earner for at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- Have average weekly earnings of at least the maternity allowance threshold in any 13 of those 66 weeks; and

- Have main responsibility for the care of the child at the date of the child's birth (apart from the mother).

Entitlement to ShPP If You Are The Partner

If you are a partner, you are entitled to ShPP if:

- You have at least 26 weeks' continuous employment with us at the end of the qualifying week;
- You remain in continuous employment with us until the week before any period of ShPP begins;
- Your average weekly earnings for a period of eight weeks ending with the qualifying week are not less than the lower earnings limit for national insurance contributions;
- You have main responsibility for the care of the child at the date of the child's birth (apart from the mother);
- You are absent from work and intend to care for the child during each week in which you receive ShPP; and
- You have complied with the relevant notice and evidential requirements set out in this policy.

In addition, the mother must:

- Have been employed or been a self-employed earner for at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- Have average weekly earnings of at least the maternity allowance threshold in any 13 of those 66 weeks;
- Have main responsibility for the care of the child at the date of the child's birth (apart from the partner); and
- Be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

Your Rights During ShPL

During ShPL, all the terms and conditions of your contract except normal pay will continue. Your pay will be replaced with ShPP if you are eligible for it. However, other benefits such as holiday entitlement and pension contributions will continue as set out below.

Holiday Entitlement

You will continue to accrue your holiday entitlement during your ShPL.

You should make every effort to take any outstanding holiday entitlement before commencing ShPL or immediately after your ShPL has ended if your leave is likely to extend into the next holiday year. Any holiday entitlement that has not been taken because of ShPL may be carried over into the next holiday year with the agreement of your Manager.

Pension Contributions

We will continue to make pension contributions based on your normal pay during any period of ShPL. The contributions that you make will be based on the actual pay that you receive during your ShPL.

The Company's pension contributions will cease during any period of unpaid ShPL.

Contact During ShPL

We reserve the right to maintain reasonable contact with you during your ShPL. This may be to discuss your plans for returning to work, to discuss any special arrangements to be made or training to be given to ease your return to work, or to update you on developments at work during your absence.

ShPL in Touch Days

You can agree to work (or attend training) for up to 20 days during ShPL without that work bringing your ShPL period or ShPP to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

SPLIT days, are in addition to the 10 keeping-in-touch days available to a mother during maternity leave.

We have no right to require you to carry out any work and you have no right to undertake any work during your ShPL. Any work undertaken on SPLIT days is entirely a matter for agreement between you and your Manager.

Returning to Work Following ShPL

You have the right to resume working in the same job and on the same terms and conditions when returning to work from ShPL if the period of leave when added to any other period of ShPL, statutory maternity or paternity leave taken by you in relation to the child is 26 weeks or less.

You have the right to return to the same job, wherever possible, if you have taken ShPL and the period of leave taken is more than 26 weeks when added to any other period of ShPL, statutory maternity or paternity leave taken by you in relation to the child. However, if this is not reasonably practicable, we will offer you a suitable alternative job on terms and conditions that are no less favourable.

If you decide that you do not wish to return to work, you must give written notice of resignation as soon as possible in accordance with the terms of your contract of employment.

Fraudulent Claims

The Company can, where there is a suspicion that fraudulent information may have been provided or where the Company has been informed by the HMRC that a fraudulent claim has been made, investigate the matter further in accordance with the Company's Disciplinary Policy & Procedure.

SHARED PARENTAL LEAVE (ADOPTION) POLICY

Foreword

This Shared Parental Leave Policy sets out the statutory rights and responsibilities of employees who wish to take shared parental leave and pay following the adoption of a child. The Company implements the parental rights set down in legislation.

Shared Parental Leave (ShPL) enables an adopter to end their adoption leave and share the remaining weeks of leave with a partner. It is aimed at giving parents more flexibility over how they share childcare between them during the first year of their child's adoption.

This policy applies to all employees employed by us, whether they are the adopter or the partner. It does not apply to workers, contractors, volunteers or interns working for the organisation.

Throughout this Policy various abbreviations will be used, as follows;

Terms/Abbreviations	Definition
Adopter	The person with whom the child has been or is to be placed for adoption, or where two people have been matched jointly, whoever has elected to be the child's adopter for the purposes of adoption leave.
Partner	The person who is married to, or the civil partner of, the adopter at the date on which the child is placed for adoption. This includes someone, of whatever sex, who lives with the adopter and the child in an enduring family relationship but who is now the adopters child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.
Matched for adoption	When an adoption agency decides that a person would be a suitable adoptive parent for a child either individually or jointly with another person. A person is notified of having been matched for adoption with a child on the date on which the person receives notification of the adoption agency's decision.
Placed for adoption	Placed for adoption under UK adoption laws, including placement with a local authority foster parent who is also prospective adopter "foster to adopt".
Official notification	Is written notification, issued by or on behalf of the relevant domestic authority, that it is prepared to issue, or has already issued, a certificate to the overseas authority concerned with the adoption of the child, confirming that the adopter is eligible to adopt and has been assessed and approved as being a suitable adoptive parent.

How Does Shared Parental Leave (ShPL) Work?

ShPL enables an adopter to end their adoption leave early and share the remaining weeks of leave with a partner. It is aimed at giving parents more flexibility over how they share childcare between them during the first year of their child's adoption.

Shared parental leave can be taken at the same time as an eligible adopter/partner or separately.

Leave must be taken in blocks of at least one week. You can request to take ShPL in one continuous block, in which case we must accept your request as long as you are entitled to ShPL and meet the notice requirements. Alternatively, you can request to take ShPL in a number of discontinuous blocks of leave, separated by periods of work, in which case you may need our agreement.

Entitlement to ShPL If You Are The Adopter

If you are an adopter, you are entitled to ShPL if:

- You have at least 26 weeks' continuous employment with us at the end of the week in which you were notified of being matched with the child for adoption (or for adoptions from overseas, at the end of the week in which you received the official notification)
- You remain in continuous employment with us until the week before any period of shared parental leave that you take
- You have main responsibility for the care of the child at the date of the child's placement apart from the partner (or for adoptions from overseas, at the date on which the child enters Great Britain)
- You are entitled to statutory adoption leave in respect of the child
- You have brought your statutory adoption leave to an end by giving an adoption leave curtailment notice (or returned to work before the end of your statutory adoption leave period); and
- You have complied with the relevant notice and evidential requirements set out in this policy

In addition, the partner must:

- Have been employed or been a self-employed earner for at least 26 of the 66 weeks immediately preceding the week in which the adopter was notified of being matched with the child for adoption (or for adoptions from overseas, the week in which the child enters Great Britain)
- Have average weekly earnings of at least the maternity allowance threshold in any 13 of those 66 weeks; and
- Have main responsibility for the care of the child at the date of the child's placement apart from the adopter (or for adoptions from overseas, at the date on which the child enters Great Britain)

Entitlement to ShPL If You Are The Partner

If you are a partner, you are entitled to ShPL if:

- You have at least 26 weeks' continuous employment with us at the end of the week in which the adopter was notified of being matched with the child for adoption (or for adoptions from overseas, at the end of the week in which the adopter received the official notification)
- You remain in continuous employment with us until the week before any period of ShPL that you take
- You have main responsibility for the care of the child at the date of the child's placement apart from the adopter (or for adoptions from overseas, at the date on which the child enters Great Britain); and
- You have complied with the relevant notice and evidential requirements set out in this policy

In addition, the adopter must:

- Have been employed or been a self-employed earner for at least 26 of the 66 weeks immediately preceding the week in which they were notified of being matched with the child for adoption (or for adoptions from overseas, the week in which the child enters Great Britain)

- Have average weekly earnings of at least the maternity allowance threshold in any 13 of those 66 weeks
- Have main responsibility for the care of the child at the date of the child's placement apart from the adopter (or for adoptions from overseas, at the date on which the child enters Great Britain)
- Be entitled to statutory adoption leave or statutory adoption pay in respect of the child; and
- Have brought their statutory adoption leave to an end by giving an adoption leave curtailment notice (or returned to work before the end of their statutory adoption leave period)

Amount of ShPL Available

The amount of ShPL that you can split between you is 52 weeks, minus the amount of adoption leave taken by the adopter.

If you are an adopter, you cannot start a period of ShPL until at least two weeks of adoption leave has been taken by you.

If you are a partner, you can begin a period of ShPL at any time from the date of the child's placement (or for adoptions from overseas, at any time from the date on which the child enters Great Britain). However, you are entitled to take up to two weeks' paternity leave following the adoption of your child, which you will lose if ShPL is taken first.

All ShPL must be taken within the first 52 weeks of the date of the child's placement (or for adoptions from overseas, within 52 weeks of the date on which the child enters Great Britain).

Notice requirements

If you wish to take ShPL, you must ensure that you submit the required notices to your Manager within the timescales set out in this Policy. The notices are:

- Adoption Leave Curtailment Notice (if you are the adopter)
- Notice of Entitlement and Intention
- Period of Leave Notice

The notice periods set out in this Policy are the minimum required by law. However, the earlier you inform us of your intentions, the more likely it is that we will be able to accommodate your wishes, particularly if you want to take periods of discontinuous leave.

If you have already decided the pattern of ShPL that you would like to take, you can provide more than one type of notice at the same time.

Adoption Leave Curtailment Notice

If you are the adopter who is employed by us, you must give your Manager an Adoption Leave Curtailment Notice (unless you have already returned to work from adoption leave). This is for you to confirm the date on which you intend to end your adoption leave.

Your notice must be received by us at least eight weeks before you or your partner intend to start the first period of ShPL.

You should submit your notice using Adoption Leave Curtailment Notice Form.

Additionally, you must at the same time submit a Form for Adopter to Provide Notice of Entitlement and Intention if you intend to take the first period of ShPL, or you and the partner intend to take it together, or

Form for Adopter to Provide Declaration of Consent and Entitlement if your partner will be taking the first period of ShPL alone.

If you are the partner who is employed by us, you cannot take ShPL until the adopter has given an adoption leave curtailment notice to their own employer or returned to work before the end of their statutory adoption leave period.

Revoking Your Adoption Leave Curtailment Notice

We urge you to think carefully before submitting your adoption leave curtailment notice. Once an adoption leave curtailment notice is submitted, you can only revoke it if:

- you discover that neither you nor the partner are entitled to ShPL or statutory shared parental pay and you withdraw your notice in writing within eight weeks of the date on which it was submitted; or
- the partner has died.

If you wish to revoke your notice, you will need to complete Adopter to Revoke Notice Curtailing Their Adoption Leave of the Purpose of ShPL and give this to your Manager.

Notice of Entitlement and Intention

Before you can book a period of ShPL, you must give your Manager a notice of entitlement and intention. This is for you to declare that you are entitled to ShPL and confirm that you intend to take it.

Your notice must be received by us at least eight weeks before you intend to start the first period of leave.

If you are the adopter who is employed by us, you should submit your notice using Adopter to Provide Notice of Entitlement and Intention or Adopter to Provide Notice of Entitlement and Intention.

If you are the partner who is employed by us, you should submit your notice using Partner to Provide Notice of Entitlement and Intention.

These forms contain declarations that will need to be signed by both the adopter and the partner.

Varying or Cancelling the Dates in Your Notice of Entitlement and Intention

You can vary or cancel the proposed ShPL dates set out in your notice of entitlement and intention by providing us with written notice.

To do this, you will need to complete an Employee to Vary Notice of Entitlement and Intention to Take Shared Parental Leave and give this to your Manager.

Limit on Number of Variations in the Notice of Entitlement and Intention

There is no limit on the number of variations that you can make as a notice of entitlement and intention is non-binding until you submit a period of leave notice.

Period of Leave Notice

Once you have provided a notice of entitlement and intention, you must also provide your Manager with a period of leave notice. This is for you to book each period of ShPL that you wish to take.

Your notice must be received by us at least eight weeks before you start the first period of leave. It may be given at the same time as your notice of entitlement and intention.

You should submit your notice using Adopter to Provide Period of Leave Notice.

Your period of leave notice may state the start and end dates for each period of leave that you wish to take. If your child has not yet been placed for adoption, your notice may state that you would like your ShPL to start either on the day on which your child is placed for adoption, or a specified number of days after the child's placement.

ShPL must be booked in blocks of at least one week. You can book one continuous period of leave, in which case we must accept your request as long as you are entitled to ShPL and meet the notice requirements. Alternatively, you can book discontinuous periods of leave, separated by periods of work, in which case we will consider your request but reserve the right to refuse it.

Varying or Cancelling the Dates in Your Period of Leave Notice

You can vary or cancel the ShPL dates in your period of leave notice by providing us with notice at least eight weeks before any period of leave varied or cancelled is due to start. To do this, you will need to complete Employee to Vary Period of Leave Notice to take ShPL (Adoption) and give this to your Manager.

Limit on Number of Period of Leave Notices

You can submit three period of leave notices per adoption. However, any notice to vary or cancel the dates in your period of leave notice will count towards this total.

Booking Continuous Leave

If you submit a period of leave notice requesting a continuous period of leave, we must accept your request as long as you are entitled to ShPL and meet the notice requirements.

Booking discontinuous leave

If you submit a period of leave notice requesting discontinuous periods of leave, separated by periods of work, we will consider your request but reserve the right to refuse it.

In such cases, your Manager will start a two-week discussion period with you.

Your Manager may agree to your request, refuse your request or propose alternative dates. If agreement cannot be reached within that two-week period, you may take the leave as one continuous period of leave on:

- the start date given in your original period of leave notice; or
- a new start date that is at least eight weeks after the start date given in your original period of leave notice (in which case you must notify your Manager of that new start date within five days of the end of the two-week discussion period).

Alternatively, if you withdraw your period of leave notice on or before the 15th day after the notice was submitted, it will not count towards the limit on the number of period of leave notices that you are entitled to submit and you may submit a new period of leave notice.

Request for Further Information

We may, within 14 days of receiving your notice of entitlement and intention, ask you to provide:

- evidence in the form of one or more documents issued by the adoption agency confirming the name and address of the agency, the date on which the adopter was notified of having been matched with the child, and the expected date of placement; or
- a copy of the official notification; and

- the name and address of the adopter or partner's employer (or a declaration that they have no employer).

You must provide this information within 14 days of our request.

Statutory Shared Parental Pay (ShPP)

Statutory ShPP is available for an eligible adopter and partner to share between them while on ShPL.

The number of weeks' statutory ShPP available will depend on how much statutory adoption pay the adopter has been paid when their adoption leave or pay period ends.

A total of 39 weeks' statutory adoption pay is available to the adopter. The first two weeks of adoption leave are allocated to the adopter. This means that an adopter who ends their adoption leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with a partner.

Any statutory ShPP due during ShPL will be paid at a rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings (whichever is lower).

It is up to the adopter and partner as to who is paid the statutory ShPP and how it is allocated between them. If you intend to receive statutory ShPP, you should give notice at the same time that you submit your notice of entitlement and intention.

Entitlement to Shared Parental Pay (ShPP) if You Are the Adopter

If you are an adopter, you are entitled to ShPP if:

- you have at least 26 weeks' continuous employment with us at the end of the week in which you were notified of being matched with the child for adoption (or for adoptions from overseas, at the end of the week in which you received the official notification);
- you remain in continuous employment with us until the week before any period of ShPP begins;
- your average weekly earnings for a period of eight weeks ending with the week in which you were notified of being matched with the child are not less than the lower earnings limit for national insurance contributions;
- you have main responsibility for the care of the child at the date of the child's placement apart from the partner;
- you are absent from work and intend to care for the child during each week in which you receive statutory ShPP;
- you are entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced; and
- you have complied with the relevant notice and evidential requirements set out in this Policy.

In addition, the partner must:

- have been employed or been a self-employed earner for at least 26 of the 66 weeks immediately preceding the week in which the adopter was notified of being matched with the child for adoption;
- have average weekly earnings of at least the maternity allowance threshold in any 13 of those 66 weeks; and
- have main responsibility for the care of the child at the date of the child's placement apart from the adopter.

Entitlement to Shared Parental Pay if You Are the Partner

If you are a partner, you are entitled to ShPP if:

- you have at least 26 weeks' continuous employment with us at the end of the week in which the adopter was notified of being matched with the child for adoption;
- you remain in continuous employment with us until the week before any period of ShPP begins;
- your average weekly earnings for a period of eight weeks ending with the week in which the adopter was notified of being matched with the child (or for adoptions from overseas, ending with the week in which the adopter received the official notification) are not less than the lower earnings limit for national insurance contributions;
- you have main responsibility for the care of the child at the date of the child's placement apart from the adopter;
- you are absent from work and intend to care for the child during each week in which you receive statutory shared parental pay; and
- you have complied with the relevant notice and evidential requirements set out in this Policy.

In addition, the adopter must:

- have been employed or been a self-employed earner for at least 26 of the 66 weeks immediately preceding the week in which they were notified of being matched with the child for adoption;
- have average weekly earnings of at least the maternity allowance threshold in any 13 of those 66 weeks;
- have main responsibility for the care of the child at the date of the child's placement apart from the adopter; and
- be entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced.

Your Rights During Shared Parental Leave

During ShPL, all the terms and conditions of your contract except normal pay will continue. Your pay will be replaced with statutory ShPP if you are eligible for it. However, other benefits such as holiday entitlement and pension contributions will continue as set out below.

Holiday Entitlement

You will continue to accrue your holiday entitlement during your ShPL.

You should make every effort to take any outstanding holiday entitlement before commencing ShPL or immediately after your ShPL has ended if your leave is likely to extend into the next holiday year. Any holiday entitlement that has not been taken because of ShPL may be carried over into the next holiday year with the agreement of your Manager.

Pension Contributions

We will continue to make pension contributions based on your normal pay during any period of paid ShPL. The contributions that you make will be based on the actual pay that you receive during your ShPL.

The company's pension contributions will cease during any period of unpaid ShPL.

Contact During Shared Parental Leave

We reserve the right to maintain reasonable contact with you during your ShPL. This may be to discuss your plans for returning to work, to discuss any special arrangements to be made or training to be given to ease your return to work, or to update you on developments at work during your absence.

Shared Parental Leave in Touch Days

You can agree to work (or attend training) for up to 20 days during ShPL without that work bringing your ShPL period or statutory ShPP to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

SPLIT days, are in addition to the 10 keeping-in-touch days available to an adopter during adoption leave. Any work carried out on a SPLIT day will count as a whole working day and you will be paid your normal rate of pay.

We have no right to require you to carry out any work and you have no right to undertake any work during your ShPL. Any work undertaken on SPLIT days is entirely a matter for agreement between you and your Manager.

Returning to Work Following Shared Parental Leave

You have the right to resume working in the same job and on the same terms and conditions when returning to work from ShPL if the period of leave when added to any other period of ShPL, statutory adoption or paternity leave taken by you in relation to the child is 26 weeks or less.

You have the right to return to the same job, wherever possible, if you have taken ShPL and the period of leave taken is more than 26 weeks when added to any other period of ShPL, statutory adoption or paternity leave taken by you in relation to the child. However, if this is not reasonably practicable, we will offer you a suitable alternative job on terms and conditions that are no less favourable.

If you decide that you do not wish to return to work, you must give written notice of resignation as soon as possible in accordance with the terms of your contract of employment.

PARENTAL LEAVE POLICY

Foreword

This Policy sets out the statutory rights and responsibilities of employees who wish to take parental leave. The Company implements the parental rights set down in legislation.

Parental leave enables you to look after your child's welfare such as looking after your child during school holidays, stay with your child if they are in hospital, looking at new schools, settling children into new childcare arrangements or spending more time with family, such as visiting grandparents.

Who Qualifies For Parental Leave

You can qualify for parental leave if all of these apply;

- You have been employed by the Company for more than a year.
- You are named on the child's birth or adoption certificate or you have or expect to have parental responsibility.
- The child is under 18 years old.

Conditions of Parental Leave

You can take up to 18 weeks unpaid parental leave for each child, up to their 18th birthday, subject to a maximum of four weeks leave for each child in any one-year period.

Parental leave must be taken in periods of whole weeks. If however your child has a disability, you can take the leave one day at a time.

You will remain employed during any parental leave period, and your employment rights (such as holiday accrual) are protected.

You are not entitled to receive pay during parental leave.

This period would also count towards your continuous employment.

Parental leave applies to each child not to an individual's job. For example, if you use 10 weeks in total during your previous employment, you can use up to a further 8 weeks with your new employer (as this would total the 18 weeks entitlement).

For employees who work part-time, you will receive a pro rata amount of leave.

Conditions of Leave

Applications for parental leave must be made in writing to your Manager using the Parental Leave Request Form. You must give at least 21 days' notice of your intention to take parental leave or if you or your partner are having a baby, it's 21 days before the week the baby or child is expected. This notice must specify the start date and end date of the leave.

Evidence Required

If requested, you must provide evidence of your responsibility or expected responsibility for the child or the child's date of birth. You will also be required to provide details of parental leave taken in any previous employment.

Postponing Leave

If we consider that the operation of the business would be unduly disrupted if you were to take parental leave, we are entitled to postpone your parental leave for up to six months. We would discuss this with you and would give you written notice of the new start and end dates of the postponed parental leave, together with the reasons for the postponement, within seven days of you giving us notice of your intention to take the leave.

We will not, however, postpone your leave where you have given proper notification to take parental leave on the birth of a child. Nor will we postpone the leave where, in the case of any child, the postponement would result in the leave being taken after the child's 18th birthday.

Rights During Parental Leave

During your leave, all the terms and conditions of your contract, except normal pay, will continue and your continuity of employment is not affected.

This means that while sums payable by way of salary will cease, all other benefits will remain in place. Annual leave will continue to accrue in the normal way.

Returning to Work After Parental leave

You are normally entitled to return to the same job following parental leave. If, however, your period of parental leave is longer than 4 weeks or has been combined with additional maternity leave and it is not reasonably possible for you to return to the same job, you will be offered a suitable and appropriate alternative position.

If you are interested in applying to work flexibly on your return to work, you should refer to our Flexible Working Policy.

Abuse of this Policy

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

TIME OFF FOR DEPENDENTS POLICY

Foreword

The purpose of this Policy is to ensure that as far as possible our employees are able to combine their career along with dependant responsibilities.

Definitions

For the purpose of this Policy, a dependant is a husband, wife, partner, child or parent, whether they live with you or not. It can be any member of your household (but not a tenant, lodger or housemate) who relies on you for care and assistance.

The right to such leave commences on day one of your employment.

Circumstances in Which Right to Time Off for Dependents Applies

You are entitled to take a reasonable amount of unpaid time off work to deal with certain unexpected or sudden emergencies and to make any necessary longer term arrangements.

Circumstances for taking such time off could include:

- If a dependant falls ill or has been injured or assaulted.
- When a dependant is having a baby.
- To make longer term care arrangements for a dependant who is ill or injured.
- To deal with an unexpected disruption or breakdown of care arrangements for a dependant.
- To deal with an unexpected incident involving the employees child during school hours.

If you need time off for dependents, then you must inform your Manager as soon as you know that you are going to have to request to take time off. You will be expected to give the reasons for your absence and to provide an estimate of how long you will be absent.

If you are aware of the needs to take time off in advance or need to take a longer period of time off, you should consider taking annual leave or parental leave.

Misuse of the Right to Time Off

Disciplinary action may be taken where any employee is found to be abusing the right to time off.

CARERS LEAVE POLICY

Foreword

The purpose of this Policy is to support those with caring responsibilities.

We recognise the challenges that carers face whilst trying to balance the demands of caring, work, and looking after their own health. As a business, we are committed to doing what we can to help ensure that the health and wellbeing of employees with caring responsibilities are looked after.

Definitions

A carer is anyone with caring responsibilities who provides care, assistance and support to any other individual who may be seriously ill or unable to care for themselves.

Carers might find it difficult to distinguish their caring role from the personal relationship they have with the individual they are caring for, be it a relationship with a spouse, civil partner, child, parent, or friend. Therefore, some employees may not immediately identify themselves as a carer.

The activities that carers undertake are wide ranging, and can include:

- Help with personal care.
- Help with mobility.
- Managing medication.
- Practical household tasks.
- Emotional support.
- Help with financial matters or administration.

Statutory Entitlement to Carers Leave

Irrespective of your length of service, you have a statutory right to take carer's leave to provide or arrange care for a dependant if they have a long-term care need. In the context of statutory carer's leave, a 'dependant' means:

- Your spouse, civil partner, child or parent.
- Any person who lives in the same household as you (other than as a lodger, tenant, boarder or employee).
- Any other person who would reasonably rely on you to provide or arrange care.

A dependant has a long-term care need if they:

- Have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months.
- Have a condition that amounts to a disability under the Equality Act 2010.
- Require care for a reason connected to their old age.

Requesting Carers Leave

We recognise that caring can be unpredictable and emotionally upsetting. An employee may acquire caring responsibilities overnight or caring responsibilities may develop over time.

We urge you to be as open as possible about any particular issues that you are facing, to ensure that you are provided with the right level of support. You are therefore encouraged to speak to your Manager about your caring responsibilities to explore how the Company can help with the challenges you are facing.

If you need to take carers leave, you should request this via Natural HR. We ask that you give as much notice as possible so that we can plan for your absence but in any event, you must give notice in advance that is either twice the number of working days that you wish to take, or three days, whichever is earlier.

All carer's leave must be approved in advance by your Manager. Your Manager however, will have the discretion to grant leave where the required notice has not been given and this discretion will not be unreasonably withheld.

Amount of Carers Leave You Can Take

You can take up to one weeks carer leave in any 12-month rolling period.

A week of carer's leave is the same duration as your normal working week (for example you are contracted to work 4 days per week, you will be entitled to 4 days in any 12-month rolling period).

You can take the leave in one continuous block, as individual days, or as half days.

If you are caring for more than one dependant, you do not have a separate entitlement to carer's leave for each dependant.

Pay During Carers Leave

You do not have a statutory right to be paid during carer's leave. Therefore, any leave taken as carer's leave is unpaid.

While sums payable by way of salary will cease, all other benefits will remain in place, for example holiday entitlement will continue to accrue or pension contributions will continue to be paid.

Postponing Your Carers Leave

Whilst every effort will be made to meet your request, we may postpone a period of carers leave if we consider that your absence will disrupt the operation of our business.

If a decision is taken to postpone your leave, your Manager will consult with you to find an alternative leave period within one month of the carers leave period original requested.

We will write to you within seven days of receiving your notice, clarifying the reason for the postponement and the revised dates on which the carers leave can be taken.

Cancelling Your Carers Leave

You can cancel your carers leave and take it at a different time as long as you let your Manager know before your leave has started.

You cannot cancel any carers leave that has already begun.

Returning to Work After Carers Leave

Following your carers leave, you have the right to resume working in the same job as before on terms and conditions that are no less favourable than the terms that would have applied had you not been absent. Your continuity of employment is not affected.

UNPLANNED EMERGENCY LEAVE POLICY

Foreword

The purpose of this Policy is to ensure that as far as possible our employees are able to manage personal situations that may happen with very little or no notice given.

Circumstances in Which Unplanned Emergency Leave Applies

Emergency leave is classed as unpaid leave where time off will be granted to attend to domestic emergencies / personal matters which arise at short notice.

In the event of such an emergency you should ensure that you follow the correct absence reporting procedure and advise your Manager of how long you are likely to be absent from work. You should return to work as soon as the emergency situation is resolved, even if this is part way through your working day.

For emergency leave that begins part way through the day, if you leave before completing 50% or more of your working day that will count as one full days' unpaid leave. For emergency leave that begins after 50% of your day has been completed, this will be recorded as half a days' unpaid leave.

For emergencies which require you to be absent for more than one day, you must inform your Manager at the earliest opportunity and request that additional time be taken as holiday leave.

Misuse of the Right to Time Off

Disciplinary action may be taken where any employee is found to be abusing this Policy.

BEREAVEMENT (COMPASSIONATE) LEAVE POLICY

Foreword

The purpose of this Policy is to allow employees time off to deal with their personal grief and arrangements when a family member passes away.

Bereavement Leave

In the event of the death of an immediate family member, you will be granted up to three days paid leave away from work. For the purposes of this policy, an “immediate family member” is defined as a parent, spouse, co-habiting or long-term partner, civil partner, children, siblings, grandchildren, grandparents, guardians, step-parents and step-children.

For close family members, which for the purposes of this policy include parents in law (for current partner), uncle, aunt, nephew, niece, siblings in laws (for current partner), you will be granted up to one days paid leave away from work.

Bereavement leave of more than what is specified above will be at the discretion of the Directors, where each case will be viewed sympathetically and the amount of leave granted will depend on a case by case basis. The Director will take into account matters such as your relationship with the deceased, domestic responsibilities and travel requirements.

There is no automatic right to extend bereavement leave by taking unpaid leave nor is there any right to take bereavement leave retrospectively.

Procedure for Requesting Bereavement Leave

The Company recognises that in many situations you will not be aware that bereavement leave is going to be required. As soon as you are able, you must inform your Manager of the need to take bereavement leave and advise them of the situation. Your Manager will then agree with you as to when you will return to work or when you will next be in contact.

Statutory Parental Bereavement Leave (SPBL)

Statutory parental bereavement leave applies to employees who have suffered the loss of a child under the age of 18, and to parents who suffer a stillbirth after 24 weeks of pregnancy.

Entitlement to Statutory Parental Bereavement Leave

Whatever your length of service, you can take SPBL if you have parental responsibility (including adopters, foster parents and guardians) of a child who passes away. If you have suffered a bereavement but unsure if you are entitled to SPBL, you should contact your Manager or HR for clarification.

For each child who has passed away, a bereaved parent can take 1 or 2 weeks' SPBL either as a single block of two weeks or two separate blocks of one week at different times. PSBL is not available as individual days.

You can take the leave at the time you choose within 56 weeks from the child's death.

Conditions of Statutory Parental Bereavement Leave

If you intend to take SPBL within the first 56 days after your child's death, you can take the leave straightaway without giving a period of notice. This means that you can begin leave by letting your Manager know no later than when you are due to start work or, if that is not feasible, as soon as is reasonably practicable.

If you intend to take leave more than 56 days after your child's death, you must provide your Manager with at least one week's notice.

Cancellation of Statutory Parental Bereavement Leave

If you have requested to take SPBL within the first 56 days of the date of your child's death, you can cancel your leave as long as you let your Manager know before you would have been due to start work.

If you have asked to begin your SPBL more than 56 days after your child's death, you can cancel this as long as you let your Manager know at least one week in advance. Any week of SPBL that has already begun cannot be cancelled.

Entitlement to Statutory Parental Bereavement Pay (SPBP)

To be eligible for statutory parental bereavement pay;

- You must have been employed by the Company for at least 26 weeks' continuous employment by the week before the week in which your child passes away, and still be employed by the Company on the day on which the child passed away.
- Your normal weekly earnings in the 8 weeks up to the week before the child's death, are no less than the lower earnings limit for national insurance contribution purposes.

If you take SPBL and qualify for SPBP, you will be paid at the rate set by the Government. For those employees not eligible for pay, your leave will be unpaid.

You must give the Company notice of the weeks during which you wish to claim SPBP. You must normally give the Company notice within 28 days of the first day for which you are claiming SPBP. However, if that is not feasible, you can provide the notice as soon as is reasonably practicable. For this purpose you will need to complete a Notice & Evidence of Entitlement to Parental Bereavement Pay Form that is held on Natural HR.

At the same time as you give notice for SPBL, you must provide evidence of entitlement to SPBP, by completing the relevant SPBL Form.

Rights During Parental Bereavement Leave

During parental bereavement leave, all terms and conditions of your contract, except normal pay, will continue.

Returning to Work Following Parental Bereavement Leave

You have the right to resume working in the same job when returning from SPBL if the period of leave, when added to any other period of statutory leave (typically maternity leave, paternity leave, adoption leave, or shared parental leave) in relation to the same child, is 26 weeks or less.

If the period of leave taken is more than 26 weeks when returning to work, you will be entitled to return to the job in which you were employed prior to commencing parental bereavement leave, or if this is not possible due to changes within the business, you would be offered a similar role on terms and conditions not less favourable to those that you were on before.

VOLUNTEERING POLICY

Foreword

The Company actively encourages and supports employees who wish to take part in volunteering opportunities within the local community, in various projects of their choosing as well as those suggested or supported by the Company.

This Policy sets out our commitment to supporting employees who want to volunteer during working hours.

Benefits of Volunteering

We recognise that participation in volunteering can provide employees with a sense of community and purpose, gain invaluable work experience and allow existing skills and knowledge to benefit the local community.

Our standing in the community is enhanced by participating in volunteering projects, which make a contribution to the local economy, with lasting community benefits.

The Company will keep a record of all volunteering activities it sponsors and the employees that have participated. Information on the nature of the volunteering activity and the experience gained may also be recorded. These periodic reports may be used in promotional communications, both internally within the Company and externally in marketing materials.

Types of Volunteering We Support

We understand that volunteering opportunities are diverse. We support any activity that positively impacts the community, helps vulnerable people in our society and/or helps to improve the environment.

A full list of volunteering projects that the Company is happy to endorse can be found on Natural HR or alternatively speak to a member of the CSR Team.

It is important to note that as a volunteer you are not obliged to volunteer your time exclusively on projects endorsed by the Company. If you wish to participate in other volunteering projects which are similar in spirit, then so speak to your Manager.

The Group does not support political or lobbying projects or activities. Equally, you may not volunteer in return for a gift (for example at a festival in return for a ticket).

Volunteer Leave

All employees irrespective of length of service are entitled to a maximum of one days paid volunteer leave per calendar year, or pro-rated if you work part time.

Volunteer leave may be taken as a full day or two half days. Volunteering should take place during an employee's normal working hours, unless agreed otherwise with your Manager.

If volunteering is undertaken outside working hours, there will be no time off in lieu permitted and time spent volunteering is not absence from work.

Any unused volunteer leave may not be carried over from one year to the next.

Any abuse by an employee of the volunteering days, such as failing to attend the scheduled volunteering project and also not coming in to work, may result in disciplinary proceedings.

Requesting Volunteer Leave

If you wish to get involved in a volunteering opportunity, you must enter your request into Natural HR under 'volunteering days' and at the same time submit your request in writing to your Manager. Your request must state the project you are interested in, the organisation / group, type of volunteer work you will be carrying out, the date and hours you are requesting to volunteer.

You must give as much notice as possible when requesting volunteer leave but as a minimum, 2 weeks will be required.

Every effort will be made to agree to your request however there may be circumstances where your Manager may turn down your request, for example due to operational needs, where there is insufficient coverage within the team, or your work or that of the team will suffer from this time out.

If your Manager is unable to agree to your request, they will ask you to re-arrange this volunteer day at a different time or on a different project.

You can only attend a volunteering day once this has been approved by your Manager.

Standard of Behaviour

During any period of volunteer leave, you must remember at all times you are representing the Company and must therefore behave in an appropriate, mature and responsible manner. You must not behave in a way that could cause reputational damage to the Company or do or say anything that risks breaching confidential business information.

Expenses

Any claim for travel or subsistence expenses whilst carrying out voluntary work must be agreed in advance by your Manager and submitted in accordance with the Company's Expense Policy.

Insurance and Liability

The appropriate level of insurance is provided for volunteering done in a professional capacity during the Group's usual working hours, which extends to personal injury, professional and public liability insurance. This insurance does not extend to an employee volunteering in their own personal time.

Suggestions for New Volunteering Opportunities

We encourage everyone to make suggestions for developing new partnerships with organisations and volunteering projects. If you would like to put forward a suggestion then get in touch with a member of the CSR Team.

SABBATICAL LEAVE POLICY

Foreword

The Company believes in maintaining a balance between work life, personal life and personal development. Long serving employees are therefore eligible to make a request for sabbatical leave to, for example, undertake a study course to acquire new skills, pursue a personal project, travel, carry out volunteer work or care for a loved one.

This Policy does not form part of your contract of employment and we reserve the right to amend or withdraw at any time.

Length of Sabbatical Leave

Sabbatical leave is limited to two months only.

Eligibility

Employees with 5 or more years continuous service are eligible to request sabbatical leave. Sabbatical leave can only be taken once during your employment with the Company.

Requesting Sabbatical Leave

All requests for sabbatical leave should be made in writing to your Manager 6 months prior to when you are looking to commence the sabbatical. You should state the proposed start date, proposed objective of the sabbatical, and details on how your Team and the Company might be affected by your proposed absence and how potential problems might be overcome.

It may not always be possible to grant sabbaticals due to operational requirements, staffing levels and business demands at the relevant time. If we do have to decline a request then you will be provided with the reasons for this.

If your request for sabbatical leave can be accommodated then you will need to book the start and end dates of the 2 months within Natural HR.

Terms and Conditions During the Sabbatical

During the sabbatical; for the first month this will be paid at 50% of your salary and all other terms under your contract remain in force; for the second month this will be unpaid, where you will not be entitled to bonus or commission payments (if applicable) or any other benefits. The terms and conditions of your employment that remain in force include your notice period, the duty not to disclose confidential information, membership of the pension scheme and continuity of service. You will also continue to accrue annual leave during the sabbatical.

You will be entitled to any commission or bonus payments (if applicable) which retrospectively cover periods of performance at work prior to going on leave, which may be paid out during the sabbatical.

Should you wish to take up any other paid employment during the period of sabbatical leave or provide consultancy services to another organisation on a self-employed basis, you must first obtain agreement from the Director. Within your written request to your Manager you must notify them if this is the case.

Contact During the Sabbatical

In advance of you commencing your sabbatical your Manager should arrange with you on how often and when to keep in contact during the leave.

This contact will include updates such as any workplace developments. Similarly it is for you to update your Manager of any changes in personal circumstances such as change of address or emergency contact details.

Return to Work

Following the completion of your sabbatical leave, you will return to work on the next working day. You will return to the same job as before, or if that is not reasonably practicable to a job of equivalent seniority and on terms and conditions that are no less favourable than those that would have applied had the sabbatical leave not been taken.

SECTION 4 – COMPANY BENEFITS

- Gym Membership
- Ride to Work Scheme
- Corporate Eye Care
- Employee Assistance Programme
- Private Medical
- Life Cover (Death in Service)
- Pension Scheme
- Annual Learning Budget
- Personal Days
- Refer a Friend Scheme

GYM MEMBERSHIP

The Company provides a free gym membership to The Gym Group at either your local gym or a gym of your choosing.

For this benefit, we will allow a 'standard' single membership for each employee that provides membership to one gym of your choosing, or an 'Ultimate' multi-site membership that provides access to multiple locations.

Whilst the Company will cover the cost of your gym membership, this is classed as a 'benefit in kind' and you will be liable for tax under this benefit which will be processed through your monthly salary.

RIDE TO WORK SCHEME

The Company operates a Ride to Work Scheme which allows you to obtain commuter bikes and accessories up to an amount of £1,000 whilst spreading the cost over 12 months, interest free. Further details can be provided by the Finance Director.

CORPORATE EYE CARE

The Company will provide a Specsavers eye test voucher for DSE users should you request one. Details are available from HR. This will be at the expense of the Company. Once the eye test voucher has been issued you will have 6 months in which to use it before it expires.

If your eye test shows that glasses are required for DSE work, the voucher will provide for either one complete pair of glasses or contribution towards the cost of one pair of glasses from Specsavers. Details can be found on the voucher issued.

It is important to note that if you request a voucher and you do not use it within the 6 month period, then the Company may deduct the cost of the voucher from your pay.

EMPLOYEE ASSISTANCE PROGRAMME

Through Unum we have an Employee Assistance Programme called Help@Hand that provides resources that are designed to improve and support your overall well-being and mental health. Those resources cover areas such as financial and legal guidance, health and nutritional advice, savings and discounts. It also provides access to lifestyle coaching to improve your wellbeing.

As a new joiner to the business you will receive a link via email that invites you to register for Help@Hand. If you are not a new joiner and overlooked your invite link, then speak to a member of HR who will resend this to you.

PRIVATE MEDICAL

Through BUPA, the Company is able to offer private medical and wellbeing services to employees, dependant on seniority and job role within the business, to help treat curable conditions and get support / advice on medical or mental health issues. The packages available to choose from are as shown below.

Should you wish to join then contact HR who will be able to assist.

LIFE COVER (Death In Service)

The Company operates at its discretion and on a non-contractual basis, a non-contributory Death Benefits Scheme for all staff through Unum. The cost of this scheme is borne completely by the Company and provides your nominated beneficiaries/beneficiary a lump sum benefit equal to 4 times your salary, payable in the event of your death.

PENSION SCHEME

The Company operates an auto-enrolment statutory pension scheme which requires you and the Company to make contributions. If you are eligible, dependant on the rules of the scheme, you will automatically be enrolled. Full details of the scheme will be made available to you on joining the Company. It is possible to opt out of the scheme, and by choosing this the Company will not continue to make contributions for you. The pension scheme may be amended or replaced with another pension scheme at any time.

ANNUAL LEARNING BUDGET

As a business, we wish to nurture the professional growth of our employees, as such you are entitled to claim up to £240 per calendar year to put towards professional books, magazine subscriptions or trade journals associated with training for proficiency at work and / or career development.

Prior to making any purchase you are required to seek agreement from your Manager that this would be of benefit to yourself and the business.

PERSONAL DAYS

The Company recognises the benefits that flexible working arrangements can provide, and for the times where employees need that flexibility to work from home, we allow up to 2 personal days per calendar year. Whilst working remotely from home you must be available to work during your normal hours of work as set out within your contract of employment. We also ask you to be mindful that you are not overworking and “downtime” from work is essential, whereby taking your usual breaks / lunch break.

You should liaise with your Manager or HR to ensure that your remote working set-up is appropriate and that you are working in a safe manner. However, you must also take responsibility for your own health and safety and that of anyone else who is affected by your work (e.g. others in your household when you are working from home).

If you would like to request personal days then you must discuss these in advance with your Manager, providing a minimum of a weeks’ notice.

REFER A FRIEND

The Company uses a number of sources to find the ideal candidates to join the business, this includes referrals from its employees. If a candidate that you refer to the business is hired into a permanent position and successfully passes their probation then you could be eligible to receive a payment up to £500 (subject to tax and NI deductions).

This payment will be made once the individual has successfully passed their probation.

In order to be eligible to claim for the referral, you yourself must have passed your probation, and candidates must be new to the business and not former employees.

If you refer a candidate for a temporary position who is then later offered a permanent role, you will still be eligible to claim for the referral payment. In this instance the £500 will be paid out in one full instalment when the employee successfully passes probation in their permanent position.

SECTION 5 – COMPLIANCE

- Data Protection under the UK GDPR 2018
- Employee Privacy Notice
- Data Breach Reporting Policy & Procedure
- Code of Conduct Policy
- Equality, Diversity & Inclusion (EDI) Policy
- Anti-Bullying, Harassment & Sexual Harassment Policy
- Anti-Corruption, Tax Evasion & Anti-Bribery Policy
- Gifts & Hospitality Policy & Procedure
- Whistleblowing Policy & Procedure
- Corporate Social Responsibility Policy
- Ethical Trade Policy
- Health & Safety Policy & Procedure

DATA PROTECTION UNDER THE UK GDPR

Foreword

The Company is committed to conducting its business in accordance with all applicable Data Protection laws and regulations and in line with the highest standards of ethical conduct.

The security and privacy of your data is taken seriously by us, but we need to gather and use information or 'data' about you as part of our business and to manage our relationship with you.

This Policy applies to current and former team members, workers, volunteers, interns, apprentices and consultants. If you fall into one of these categories, then you are a 'data subject' for the purposes of this Policy. You should read this Policy alongside your Contract of Employment (or contract for services) and any other notice we issue to you from time to time in relation to your data, this does not form part of your Contract of Employment (or contract for services if relevant) and can be amended by the Company at any time.

We have a general policy and privacy notice in place for job applicants, customers, suppliers and other categories of data subject. A copy of these can be obtained on our Company website.

We have taken steps to protect the security of your data in accordance with our Data Security Policy and will train staff about their data protection responsibilities as part of the induction process. We will only hold data for as long as necessary for the purposes for which we collected it.

The Company is a 'Data Controller' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.

The Company's 'Data Protection Officer' is Rob Wilks (Director) who is responsible for reviewing this Policy in line with the Company's data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person and address any written requests to them.

Data Protection Principles

Personal data must be processed in accordance with the 'Data Protection Principles.' It must:

- be processed fairly, lawfully and transparently.
- be collected and processed only for specified, explicit and legitimate purposes.
- be adequate, relevant and limited to what is necessary for the purposes for which it is processed.
- be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay.
- not be kept for longer than is necessary for the purposes for which it is processed, and
- be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

How we Define Personal Data

'Personal Data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession.

This Policy applies to all personal data whether it is stored electronically, on paper or on other materials.

This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the Contract of Employment (or services) or after its termination. It could be created by your Manager or other colleagues.

The types of personal data we collect and use about you is included in the Privacy Notice.

How we Define Special Categories of Personal Data

'Special categories of personal data' are types of personal data consisting of information as to:

- your racial or ethnic origin.
- your political opinions.
- your religious or philosophical beliefs.
- your Trade Union membership.
- your genetic or biometric data.
- your health.
- your sexual orientation, and
- any criminal convictions and offences.

We may hold and use any of these special categories of your personal data, as detailed in the Privacy Notice in accordance with the law.

How we Define Processing

'Processing' means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring or storage.
- adaption or alteration.
- retrieval, consultation or use.
- disclosure by transmission, dissemination or otherwise making available.
- alignment or combination, and
- restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

How we will Process your Personal Data

We will use your personal data for the following reasons and will not contact you for consent to:

- perform the contract of employment (or services) between us.
- comply with any legal obligation, or
- if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing.

We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

Examples of when we might process your personal data can be found in the Privacy Notice. We will only process special categories of your personal data in certain situations. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data, then we

would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting the Data Protection Officer.

We do not need your consent to process special categories of your personal data when we are processing it for the following purposes, which we may do:

- where it is necessary for carrying out rights and obligations under employment law.
- where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent.
- where you have made the data public.
- where processing is necessary for the establishment, exercise or defence of legal claims.
- where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.
- to monitor equal opportunities.
- to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal obligations under employment law including to make reasonable adjustments and to look after your health and safety.

Sharing your Personal Data

Sometimes we might share your personal data with group companies or our business partners, contractors and agents to carry out our obligations under our contract with you or for our legitimate interests.

We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

We do not send your personal data outside the UK and European Economic Area. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

How Should You Process Personal Data for the Company

Everyone who works at the Company has some responsibility for ensuring data is collected, stored and handled appropriately. You should only access personal data if you need it for your work and only if you are authorised to do so:

- You should not share personal data informally.
- You should keep personal data secure and not share it with unauthorised people.
- You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.
- You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.
- You should use strong passwords.
- You should lock your computer screens when not at your desk.
- Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.
- Do not save personal data to your own personal computers or other devices.
- Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of the Data Protection Officer.
- You should lock drawers and filing cabinets, and not leave paper with personal data lying about.

- You should not take personal data away from the Company premises without authorisation from your Manager or the Data Protection Officer.
- Personal data should be shredded and disposed of securely when you have finished with it.

You should ask for help from the Data Protection Officer if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.

Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure.

It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below), this conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

How to Deal with Data Breaches

Refer to our Data Breach Reporting Procedure.

Subject Access Request

Data subjects can make a 'subject access request' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request, you should forward it immediately to the Data Protection Officer who will coordinate a response.

If you would like to make a SAR in relation to your own personal data, you should make this in writing to the Data Protection Officer. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.

There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive, we may charge a reasonable administrative fee or refuse to respond to your request.

Your Data Subject Rights

- You have the right to information about what personal data we process, how and on what basis, as set out in this Policy.
- You have the right to access your own personal data by way of a subject access request (see above).
- You can correct any inaccuracies in your personal data. To do so you should contact the Data Protection Officer.
- You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact the Data Protection Officer.
- While you are requesting that your personal data be corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact the Data Protection Officer.
- You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.
- You have the right to object if we process your personal data for the purposes of direct marketing.
- You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.
- With some exceptions, you have the right not to be subjected to automated decision-making.

- You have the right to be notified of a data security breach concerning your personal data.
- In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact the Data Protection Officer.
- You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.

Complaints Handling

Data Subjects with a complaint about the Processing of their Personal Data, should put forward the matter in writing to the Data Protection Officer. An investigation of the complaint will be carried out to the extent that is appropriate based on the merits of the specific case.

The DPO will inform the Data Subject of the progress and the outcome of the complaint within a reasonable period. If the issue cannot be resolved through consultation between the Data Subject and the DPO, then the Data Subject may, at their option, seek redress through mediation, binding arbitration, litigation, or via complaint to the Data Protection Authority within the applicable jurisdiction.

Related Documents

Listed below are documents that relate to this Policy:

- Employee Privacy Notice
- Data Breach Reporting Policy & Procedure
- Online Privacy Policy
- Online Cookie Policy

EMPLOYEE PRIVACY NOTICE

Introduction

We are Clipper Contracting Group Limited (Registered in England & Wales No. 6631601) of 1 Widcombe Street, Poundbury, Dorset, DT1 3BS.

This Privacy Notice sets out the basis on which we use personal data in respect of our internal recruitment and employment procedures.

We reserve the right to update this Privacy Notice from time to time. Where appropriate, we shall contact you to notify you of any material changes to the Privacy Notice. You should check for updates periodically to ensure that you understand (i) how we are using your personal data and (ii) your legal rights around our usage of such personal data.

Who Should Read This Privacy Notice?

You should read this Privacy Notice if you are:

- An Applicant for employment.
- An Employee, including any onsite temporary worker, casual staff, consultant, apprentice etc.

If you are a Candidate, Client Contact or Supplier Representative, you should refer to our external Privacy Notice instead. This is available to view on our website at [Privacy Notice | clipper \(clippercontracting.co.uk\)](https://clippercontracting.co.uk/Privacy-Notice)

Definitions

This Privacy Notice uses the following defined terms:

Applicant means a person who has submitted an application or enquiry, directly or indirectly, with a view to becoming an employee.

Data Protection Legislation means the Data Protection Act 2018 incorporating the UK-GDPR together with any successor legislation which may be implemented from time to time.

Employee means a current or former employee of ours, including permanent, fixed-term, temporary and casual staff who are or have been (i) employed or otherwise engaged by us or (ii) supplied to us by a third-party employment business to work within our offices. We use the term "Employee" within this Privacy Notice to refer generally to someone who works for us or provides services to our business personally but nothing in this Privacy Notice is intended to affect your employment status in any respect.

Supplier means any relevant third-party business which provides services to us, including our:

- Professional advisers including accountants, tax advisors and lawyers.
- Pension provider.
- Provider of employee benefits.
- Insurers.
- IT services providers and software providers.
- Independent consultants and subcontractors.

How We Obtain Personal Data

If you are an Applicant, we may obtain personal data relating to you:

- Directly if you have:
 - Applied for an internal vacancy through our website.
 - Completed an application for employment form.
 - Sent your CV directly to us.
 - Attended an interview or assessment day with us.

- Indirectly from:
 - Third-party recruitment businesses.
 - Job boards and CV search databases, such as Total Jobs, CV Library and Indeed.
 - Professional networking sites, such as LinkedIn.
 - Third-party referees; and
 - Individuals who have recommended you to us.

If you are an Employee, we may obtain personal data relating to you:

- Directly from you in the ordinary course of your employment relationship with us.

- Indirectly from:
 - Other employees within our business, such as your line manager, your colleagues and our senior managers.
 - Third Party Services Providers who process your personal data on our behalf.
 - Medical and occupational health practitioners and advisors.
 - Governmental bodies, such as HMRC, the Department for Work and Pensions and HMCTS, and
 - Background checking services such as the Disclosure and Barring Service.

Types of Information We Hold

If you are an Employee or Applicant, we may collect, store and process the following types of personal information about you:

- Personal contact details such as name, title, addresses, telephone numbers, and email addresses.
- Your gender, date of birth, marital status and nationality.
- Proof of your right to work in the United Kingdom such as copies of your passport and, where applicable, visa, residence permit or similar government documents.
- Proof of your identity and address.
- Your qualifications and certifications.
- Any information within your CV, cover letter and application form.
- Any other information captured during the recruitment process, and
- Academic, professional and personal references from third parties.

If you are an Employee, we may also collect, store and process the following types of personal information about you:

- Next of kin and emergency contact information.
- National Insurance number.
- Dates of employment or engagement.
- Details of the days and times which you have worked.

- Bank account details, payroll records and tax status information.
- Salary, annual leave, pension and benefits information.
- Location of employment or workplace.
- Employment records (including job titles, work history, working hours, training records and professional memberships).
- Remuneration and payment history.
- Performance information.
- Disciplinary and grievance information.
- CCTV footage and other information obtained through electronic means such as door access records.
- Geolocation data from any “connected” device or equipment belonging to us which you may use in the course of your employment or engagement with us.
- Information about your use of our information and communications systems, and
- Photographs.

If you are an Applicant or Employee, we may also collect, store and use the following "special categories" of more sensitive personal information:

- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- Trade union membership.
- Information about your health, including any medical condition, disability, vaccination status, health and sickness records, and
- Information about unspent criminal convictions and offences, subject to the filtering rules.

How We Use Personal Data

If you are an Applicant or an Employee, we may use your personal data to:

- Make a decision about your appointment or engagement.
- Determine the basis on which you may be employed or engaged by us, where applicable.
- Check that you are legally entitled to work in the United Kingdom.
- Verify the information which you have provided during the recruitment process.
- Carry out data analysis into Applicant attraction and conversion, and
- Carry out Equal Opportunities monitoring.

If you are an Employee, we may also use your personal data to:

- Pay you and, where applicable, deduct tax and National Insurance contributions.
- Where applicable, provide benefits to you such as Death in Service benefit, Cycle To Work schemes.
- Liaise with your pension provider.
- Administer the contract we have entered into with you.
- Conduct business management and planning, including accounting and auditing.
- Conduct performance reviews, managing performance and determining performance requirements.
- Make decisions about salary reviews and compensation.
- Assess your qualifications for a particular job or task, including decisions about promotions.
- Gather evidence for possible grievance or disciplinary hearings.
- Make decisions about your future or continued employment or engagement.
- Make arrangements for the termination of our working relationship.

- Assess the need for and provide education, training and personal development.
- Deal with legal disputes involving you, or other employees, workers and contractors, including accidents at work.
- Ascertain your fitness to work.
- Manage sickness absence.
- Comply with health and safety obligations.
- Prevent fraud.
- Monitor your use of our information and communication systems to ensure compliance with our IT policies.
- Ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution, and
- Conduct data analytics studies to review and better understand employee retention and attrition rates.

If you are an Employee, we may also use your sensitive personal data in the following ways:

- We will use information relating to leaves of absence, which may include sickness absence or family related leaves, to comply with employment and other laws.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits, and
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.

Our Lawful Basis for Processing Data

We are legally entitled to process your personal data where it is necessary for the performance of the contract for services or contract of service to which you are a party, either directly with us or, in some circumstances, with a third party such as an employment business. This includes any processing which may be necessary at the preliminary stage prior to you entering into a contract, provided that this is done at your request e.g. by submitting an application.

We may also process your personal data where it is necessary for compliance with a legal obligation to which we are subject, such as the obligation to maintain suitable business and financial records.

In accordance with Article 9 (2)(b) of the UK-GDPR, we are entitled to process your sensitive personal data where we need to carry out our obligations or exercise our rights in the field of employment. Under very limited circumstances, we may also ask for consent to process your sensitive personal data.

Where We Process Personal Data

Your personal data is held and processed by us in the United Kingdom.

We have put in place appropriate safeguards to ensure that your data is only transferred to jurisdictions with enforceable data subject rights and effective legal remedies in respect of data privacy breaches. We will therefore only transfer your personal data to jurisdictions outside of the UK where:

- The transfer of data is subject to an International Data Transfer Agreement. *This means that we have a data-sharing agreement in place which complies with ICO requirements; or*

- The transfer of data is to the EEA or to a country which the European Commission have made an adequacy decision. *This means that the EC are satisfied that the relevant country provides an adequate level of protection in respect of data protection. Although the UK is not part of the EEA, the ICO currently mirrors the EC's adequacy decisions; or*
- You have expressly given informed consent to the transfer of such data. *This means that you have not only agreed to the transfer but have done so in the knowledge that your data may be transferred to a jurisdiction which does not give you the same degree of protection as you have in the UK.*

How Do We Store the Data

At the macro level, we use Silver Lining who host all of our software and databases in their cloud.

This use 'Revolution Cloud', their 4th generation cloud platform that operates across 5 separate data centre nodes in the UK. The infrastructure is designed with an N=2 architecture ensuring continuity and data security even in the most challenging of scenarios. In addition, this is accessed using a virtual desktop, 'Horizon'. It offers not only an enhanced level of management and resilience for business continuity, but also for data security, ensuring the data we hold is held securely with the most recent updates applied to prevent data breaches.

At the micro level, we use a number of pieces of software as follows, all held in the above cloud:

- 'Sage 200' – our payroll software. Holds all the worker's personal details as well as all previous payments.
- Our internal HR:// drive – all contracts, RTW, appraisals etc held securely within the cloud.
- NaturalHR – our HR database where we hold all internal staff's information, holiday and sickness records, medical details and RTW information. NaturalHR conforms to ISO27001 using multi-level encryption technology.

Parties with Whom We May Share Data

We may share your personal data for legitimate purposes with:

- Our directors, officers and employees where it is appropriate and necessary to do so.
- Our connected or associated companies.
- Where applicable, any third-party company through which you are contracting.
- Our Suppliers, in respect of matters which are relevant to your employment.
- Any third-party who you have engaged and to whom you have confirmed that we may provide personal data, such as your bank or mortgage advisor.
- Our clients, where it is reasonable and necessary to do so e.g. where we provide your business contact information or, in the event of a dispute, provide internal communications or explanations as to the actions which you have taken.
- Any third party to which we may be planning to transfer or sell a relevant part of our business.
- Governmental departments and agencies where we are permitted or required by law to do so.

If we share your information with any third party, we will require them to respect your data privacy and only use your data for the purpose for which it was provided or otherwise as permitted by law.

Automated Decision Making

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. All decisions which are made in the course of our business processes involve human intervention. We do not expect to make any decisions about you using automated means but will let you know if this changes.

Data Security

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. Details of this may be obtained from the Data Protection Officer.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Data Retention

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

If you are an Applicant, we will usually retain your personal data for one year from the date on which the recruitment decision is made, unless you become an Employee, in which case the provisions below shall apply.

If you are an Employee, we retain your data (i) for auditing or compliance purposes (ii) in respect of any potential or actual legal proceedings and (iii) to comply with our obligations to HMRC. We will therefore keep your data for up to seven years from the date on which our working relationship ends, although any data which is no longer required for any purpose and which should be deleted for data security reasons (such as your personal bank details) will be deleted from our records on termination of our working relationship.

In some circumstances we may completely anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you.

Rights of Access, Correction, Erasure, and Restriction

Your duty to inform us of changes. It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

Your rights in connection with personal information. Under certain circumstances, you have the right to:

- Request access to your personal information (Subject Access Request). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it. You will not usually have to pay a fee to access your personal information but we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with the request in such circumstances.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed or you have objected to the processing and there is no overriding legitimate interest for continuing the processing.
- Object to processing of your personal information where we are relying on a legitimate interest and you object on “grounds relating to your particular situation.”
- Request the restriction of processing of your personal information. This enables you to ask us to block or suppress the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it or if you have also objected to the processing as above.
- Request the transfer of your personal information to another party when the processing is based on consent and carried out by automated means. This right is not usually applicable to any data processing carried out by Clipper Contracting Limited.

If you want to exercise any of the above rights, please contact the Data Protection Officer in writing. We will consider your request and confirm the actions which we have taken in response to such request.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is an appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact the Data Protection Officer. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law. We will confirm the actions which we have taken in respect of any such request.

If you are unhappy with any aspect of the way we have processed your personal data or dealt with your decision to exercise any of the rights set out in this section, you have the right to complain to the Information Commissioners Office in the United Kingdom. Their details are: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Tel: 0303 123 1113 (local rate) or, if you prefer to use a national rate number, 01625 545745. Email: casework@ico.org.uk

Contacting Us

If you have any questions about this Privacy Notice, you can speak to the Data Protection Officer, Rob Wilks on 01305 233178 or by email at rob.wilks@clippercontracting.co.uk

DATA BREACH REPORTING POLICY & PROCEDURE

Foreword

This Policy sets out the procedure which we will follow in the event of a Data Breach.

The Data Protection Officer is responsible for overseeing this procedure. Any questions about the operation of this procedure should be submitted to the Data Protection Officer.

What Is A Data Breach

A Data Breach may take various forms but often involves the unauthorised disclosure of personal data to a third party. Data breaches might typically occur when someone:

- Accidentally sends personal data to the incorrect party.
- Accidentally leaves confidential documents on a train.
- Has a laptop containing personal data stolen from their bag or vehicle.
- Deliberately extracts information from our database and transfers it out of our business.
- Hacks into our computer network to remove confidential or sensitive information; or
- Throws away company records without ensuring that they are shredded or otherwise destroyed.

A Data Breach could also involve the accidental or unlawful destruction, alteration or loss of access to Personal Data. This means that, for example, deliberate tampering with a Data Record by an employee would be a Data Breach, even if the Personal Data is not transferred anywhere.

Preventing Data Breaches

We take active steps to avoid Data Breaches by:

- Training our staff members about the importance of Data Security and the potential financial and reputational damage which can result from a Data Breach; and
- Putting in place technical and organisational measures to minimise the risk of a Data Breach occurring.

We do however acknowledge that, even if we take active steps to prevent breaches, they may still occur through human error or malicious conduct.

Steps to Take in the Event of a Data Breach

If you become aware of a Data Breach, you must take action. You must not ignore the issue or try to hide it. You must therefore notify the Data Protection Officer by telephone without delay. If you are unable to contact the Data Protection Officer, you must notify a Board Director without delay.

You must preserve all evidence of the Data Breach and do nothing that might compromise any enquiry or investigation in relation to such Data Breach.

The Data Protection Officer must arrange for a full investigation into the Data Breach without delay. Whilst the overall responsibility rests with the Data Protection Officer to ensure that this investigation is carried out, any relevant members of staff may be required to co-operate with the investigatory process.

The investigation must be carried out as quickly as possible. There is a 72-hour deadline to report the breach to the Information Commissioner's Office, where applicable.

On completion of the initial investigation into the Data Breach, the Data Protection Officer shall keep a record of the investigation and outcome in the Company's central Data Protection file. This information shall be used to determine whether we need to disclose the Data Breach to:

- The Information Commissioner's Office, which is the supervisory authority in the UK; and/or
- The individual Data Subjects whose Personal Data was the subject of the Data Breach.

Notifying the Information Commissioner's Office

Recital 85 of the GDPR gives the following guidance on the risk to rights and freedoms:

"A personal data breach may, if not addressed in an appropriate and timely manner, result in physical, material or non-material damage to natural persons such as loss of control over their personal data or limitation of their rights, discrimination, identity theft or fraud, financial loss, unauthorised reversal of pseudonymisation, damage to reputation, loss of confidentiality of personal data protected by professional secrecy or any other significant economic or social disadvantage to the natural person concerned".

The Data Protection Officer must determine whether the Data Breach is likely to result in a risk to the rights and freedoms of the Data Subjects affected by the breach.

In reaching a decision, the Data Protection Officer shall assess the following factors:

- Type of breach.
- Nature, sensitivity and volume of personal data.
- Ease of identification of individuals.
- Severity of consequences for individuals.
- Special characteristics of the individual (for example, vulnerable individuals may be at greater risk).
- Number of individuals affected.

The decision as to whether or not to report the breach must be recorded in the company's Central Data Protection file.

If the Data Protection Officer concludes that the Data Breach should be reported to the Information Commissioner's Office, the ICO's reporting process at: <https://ico.org.uk/for-organisations/report-a-breach/> must be followed. This must happen within 72 hours of the Data Breach occurring.

The ICO will typically require the following information:

- A description of the nature of the personal data breach including, where possible.
- The categories and approximate number of individuals concerned.
- The categories and approximate number of personal data records concerned.
- The name and contact details of the Data Protection Officer or other contact point where more information can be obtained.
- A description of the likely consequences of the personal data breach.
- A description of the measures taken, or proposed to be taken, to deal with the personal data breach, including, where appropriate, the measures taken to mitigate any possible adverse effects.

Notifying The Individual

The requirement to communicate a breach to individuals is triggered where a breach is likely to result in a high risk to their rights and freedoms. The threshold for communicating a breach to individuals is therefore higher

than for notifying the ICO. Where notification to individuals is required, notification to the ICO will always be required.

Although the deadline for notifying the ICO is set at 72 hours by law, there is no fixed deadline for notifying individuals. Notification must occur without undue delay.

Whether individuals should be notified will depend on the circumstances of the breach. For example, a loss of data which can be confirmed as encrypted and where the encryption key has not been compromised, may represent a very low risk, and would not require notification to individuals (or the ICO). However, even where data is encrypted, if there are no comprehensive backups of the data, then this could have negative consequences for individuals and notification may be appropriate.

The following information should be included in a breach notification to individuals:

- The name and contact details of the Data Protection Officer
- A description of the likely consequences of the personal data breach.
- A description of the measures taken, or proposed to be taken, to deal with the personal data breach, including, where appropriate, actions taken to mitigate any possible adverse effects.

After notifying individuals of a Data Breach, it is inevitable that some individuals will have further questions or significant concerns about the security of their data. Whilst there is nothing to stop any individual taking further action after a Data Breach, it is less likely that they will do so if their concerns are dealt with appropriately. With this in mind, any enquiries from affected individuals must be:

- Logged in the company's Central Data Protection record.
- Promptly acknowledged in writing.
- Responded to, in full and courteously, without undue delay.

CODE OF CONDUCT POLICY

Foreword

All employees must conduct their business in a way that ensures full compliance with the rule of law and the rules that apply to the Company. All employees of the Company are bound by their contract to follow our employee Code of Conduct whilst performing their duties. We outline the components of our Code of Conduct below:

Compliance with Law

All employees must protect our Company's legality. They should comply with all environmental, safety and fair dealing laws. We expect employees to be ethical and responsible when dealing with our company's finances, products, partnerships and public image.

Respect in the Workplace

All employees should respect their colleagues. We won't allow any kind of discriminatory behaviour, or harassment or victimisation. Employees should conform with our Equality, Diversity & Inclusion Policy in all aspects of their work, from recruitment and performance evaluation to interpersonal relations with employees. We look to create a positive working environment.

Protection of Company Property

All employees are expected to treat the property of the Company, whether material or intangible, with respect and care. All Company equipment must not be misused or used in a thoughtless manner.

Professionalism

All employees must show integrity and professionalism in the workplace.

Bribery and Corruption

All employees must conduct business activities in an ethical and lawful way.

Fraud

The Company does not tolerate fraud, and all employees have a responsibility to report any signs of fraud or suspected fraud.

Security of Information

Sensitive commercial information and personal employee information must be kept confidential.

Social Media Policy

You are not permitted to access social media sites from the company's computers or devices at any time, unless it is a requirement of your role. When using social media you must not disclose confidential information including any customer detailed information. You should also be aware of protecting yourself and your own privacy on such sites.

Data Protection

The collection and retention of personal data must be for legitimate purposes. All information relating to the personal details of employees, customers and suppliers must be respected.

Conflicts of Interest

During your employment, you must not be engaged or involved, whether directly or indirectly, in any business or employment that may interfere, compete or conflict with your duties to the Company.

Employees are expected to perform their duties on behalf of the Company faithfully, diligently and to the best of their abilities. If you are aware or are unsure as to whether a conflict of interest exists, then you must seek advice from your Manager.

Harm to Business or Reputation

Employees must refrain from engaging in conduct that could adversely affect the business or reputation of the Company. Such conduct includes, but is not limited to, publicly criticising the Company, its management or its employees, or engaging in criminal conduct or other behaviour that could destroy the business or reputation of the Company.

Clients and Suppliers

The Company promotes its services fairly to all its clients and suppliers. We expect the same standards of them as we expect from our employees. The Company delivers a quality service to its clients and protects the clients' confidentiality and only use their information for proper business purposes.

Ethical Practices

The Company and its clients are committed to ethical trading practices, to protect their workers and safeguard their reputation.

EQUALITY, DIVERSITY & INCLUSION (EDI) POLICY

Foreword

The Company is committed to creating the best possible working environment based on dignity, trust and respect where we value each other's uniqueness and differences.

We believe that a culture of EDI enables everyone to work better where everyone can be themselves and feel that they belong.

This Policy applies to job applicants, employees, workers and clients of the Company, where everyone will be treated in the same manner and the Company will challenge all forms of unequal, offensive and unlawful treatment.

Definitions of EDI

Equality – means providing equal opportunities and fairness for all, whatever their identity or background. Equality is not about treating everyone in the same way, its about recognising everyone's differences and creating equal opportunities for everyone who may require different approaches, and eliminating unlawful discrimination.

Diversity – means recognising, respecting and valuing each other's differences. Its not about accepting or managing differences – its about nurturing and celebrating them.

Inclusion – means taking proactive action to create a workplace culture that is fair and safe for all, that values everyone's differences and enables each person to be themselves, achieve their potential and thrive at work.

To that end the purpose of this Policy is to promote equality, fairness and opportunities for all in our employment and to prevent anyone from being treated less favourably because of:

- Age
- Disability
- Gender, gender identity or gender reassignment
- Marital, civil partnership status
- Pregnancy, maternity or paternity
- Race, racial group, ethnic or national origin, or nationality
- Religion, belief or lack of religion/belief
- Sexual Orientation
- Socio-economic background
- Part time or fixed term status
- Caring responsibilities

Our commitment is:

To educate our staff on their responsibilities to champion EDI, promoting respectful behaviour.

To create a culture that does not tolerate prejudice, discrimination, victimisation, bullying, harassment and offensive behaviour.

To recognise that certain people are more disadvantaged, and proactively understand the obstacles they face through engagement surveys and diversity networks. To understand their individual needs to overcome disadvantage and discrimination.

To create an environment in which individual differences and the contributions of our employees are recognised and valued.

To ensure that our recruitment, selection, development and progression processes are merit based, fair and transparent to all, and are regularly reviewed to maintain and ensure fairness.

Develop a culture which attracts and retains people from the widest possible range of backgrounds and experiences into all levels of the business and create a positive experience for all.

To support and take complaints of discrimination, unequal, unlawful or offensive treatment seriously by ensuring that any breaches are dealt with.

Your commitment is:

That we expect everyone to take personal responsibility for observing, upholding, promoting and applying this Policy.

We expect you to treat your colleagues and clients fairly and with dignity, trust and respect. This will mean allowing for differing opinions, beliefs and views and making space for everyone to contribute those in order to achieve and maintain a truly inclusive workplace culture.

To ensure that any dealings you have with colleagues and clients must be free from any form of discrimination, harassment, victimisation or bullying.

If anyone is found to have committed, authorised or condoned any act of discrimination, harassment, victimisation or bullying, action will be taken in line with our Disciplinary Policy & Procedure.

Discrimination

The Equality Act 2010 prohibits discrimination against the nine characteristics which are disability, sex, gender reassignment, marital or civil partnership status, race, religion or belief, sexual orientation, age and pregnancy or maternity.

Our commitment and approach to EDI goes beyond the legal characteristics listed here.

Types of Discrimination

The Company is committed to creating a work environment where the below types of discrimination will not be tolerated:

Direct discrimination - when a person or a policy intentionally treats a person less favourably than another on the grounds of one of the nine protected characteristics (race, sex, pregnancy or maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation).

Indirect discrimination – where a policy, procedure or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic such that it would be to the detriment to them compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Associative discrimination – when someone is treated less favourably because they are associated with someone who has a protected characteristic.

Discrimination by perception – when treating someone less favourably because they are perceived to have a protected characteristic even if they don't.

Discrimination arising from a disability – when treating someone unfavourably because of something connected with that persons disability and where such treatment is not justified.

Failing to make reasonable adjustments – when an employer does not make reasonable adjustments which may put a disabled person at a substantial disadvantage.

Our Equality, Diversity and Inclusion Framework

We want to create an environment for tolerance and inclusion and provide a forum for people who have a passion for, or a connection with, a particular aspect of EDI. The aim of this forum is to provide networking opportunities and community support, organise events to raise awareness and provide education and contribute ideas and suggestions for ways our Company can be more diverse and inclusive.

Reverse Mentorship

We run a reverse mentorship scheme where members of the senior leadership team and senior managers can opt to learn from others about their lived experiences and the challenges they have faced at work because they are from an underrepresented or minority group.

The aim of the scheme is to increase understanding of peoples lived experiences.

Reverse mentoring equips the mentee with the knowledge and information to take practical steps to support equality, diversity and inclusion in the parts of the organisation where they have influence.

Allies Network

A key element of our equality, diversity and inclusion framework is our Allies network, which is a network made up of a number of employees who have appointed themselves to support proactively their under-represented colleagues, and to promote an inclusive working environment.

Allies are personally not affected but who speak up for under-represented groups by calling out and challenging unconscious bias, as well as challenging non-inclusive practices.

Monitoring & Compliance

We will collect and monitor diversity related data to better understand the experiences of our people to identify and remove barriers, to ensure our EDI policy and strategies are working effectively.

ANTI-BULLYING AND HARASSMENT POLICY

Foreword

The Company is committed to preventing bullying and harassment of any kind. We expect everyone to treat each other with respect, empathy, dignity and compassion.

Bullying and harassment can be physical, verbal or non-verbal conduct. It can be done face-to-face, by email, phone calls, online or on social media.

The Company will not tolerate any form of bullying and / or harassment and will take all practicable steps to avoid and eliminate this.

Everyone has a personal responsibility for the implementation of this Policy. Any instance of doubt about the application of this Policy or other questions should be addressed to your Manager or HR.

The Policy applies to every aspect of employment including recruitment and selection, performance reviews, promotion and reward, training, disciplinary, conditions of work and selection for redundancy.

This Policy complies with the Equality Act 2010 and the Worker Protection (Amendment of Equality Act 2010) Act 2023, reflecting our commitment to preventing bullying and harassment within the business. It also accompanies our Equality, Diversity and Inclusion (EDI) Policy.

What is Bullying and Harassment

Bullying and Harassment can cover a wide range of different issues.

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.

Examples of Bullying - Whilst this is not an exhaustive list, bullying may include:

- Physical, verbal or psychological threats.
- Inappropriate and derogatory remarks about a person.
- Ridiculing or demeaning someone, picking on them or setting them up to fail.
- Making threats or comments about job security without foundation.

Harassment is unwanted conduct related to disability, sex, gender reassignment, marital or civil partnership status, race, religion or belief, sexual orientation, 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. It may also be where it could reasonably be considered by that person as having the above effect, even if this effect was not intended by the person responsible for the conduct.

Examples of Harassment - Whilst this is not an exhaustive list, harassment may include:

- Physical contact – ranging from touching to serious assault, gestures, intimidation, aggressive behaviour.
- Verbal – unwelcome remarks, suggestions and propositions, malicious gossip, jokes and banter, offensive language.
- Non-verbal – offensive literature or pictures, graffiti and computer imagery, exclusion or isolation from conversations or social activities.

If any employee is found to have committed, authorised or condoned an act of bullying and / or harassment action under our Disciplinary Policy & Procedure will be taken. Bullying and/or harassment will often constitute gross misconduct which can lead to dismissal without notice.

Responsibility

All employees of the business are responsible for upholding this Policy and should refrain from engaging in any form of bullying or harassment. Management and Senior Management have a particular responsibility to set an example, monitor the work environment and take immediate action to address any form of unwanted behaviour under this Policy that comes to their attention.

How is Bullying and Harassment Recognised

It can sometimes be hard to recognise or may be thought of as ‘the norm’ within a business. It is the impact of the behaviour rather than the intent of the perpetrator that determines as to whether harassment or bullying has occurred.

A person being bullied or harassed may be anxious that others will consider them over-reacting or weak and worry that they won't be believed if they do report the incident. There is often fear of retaliation if they do make a complaint.

Protection Against Retaliation

The Company prohibits retaliation against anyone who reports bullying or harassment or participates in the investigation process. Any form of retaliation will be subject to disciplinary action, up to and including termination of employment.

Steps to Take if You Believe You Are Being Bullied or Harassed

Informal Route

Where possible, it is always recommended to resolve any issues informally and as soon as they arise.

Sometimes people are not aware that their behaviour is unwelcome or upsetting, so if you are able to, raise the issue with the perpetrator direct and ask them to stop. Always provide to the perpetrator when the situation occurred and what was said / done so it will help them to recall.

Alternatively, if you do not feel up to speaking directly to the perpetrator yourself, you may consider asking for assistance from your Manager or a colleague as a confidential helper.

An individual who is made aware that their behaviour is unacceptable should;

- Listen carefully to the complaints raised.
- Respect the other person's point of view.
- Understand and acknowledge how the other person is feeling.
- Agree that changes in behaviour towards that individual will change.

If you highlight a concern to your Manager but you do not want the perpetrator to be spoken to, we will respect your wishes, however if the welfare or safety of you or others is at risk where your allegations are particularly serious, then we may have to approach the perpetrator and instigate a formal investigation.

Formal Route

If the issue has not been resolved on an informal basis or the situation is too serious, you would need to consider raising a formal complaint to your Manager or HR through the Formal Resolution Procedure under this Policy.

When dealing with a complaint of bullying or harassment under the Formal Resolution Procedure, the Manager will:

- Take full details of the incident(s) in writing from you.
- Take full details from any witnesses/other individuals who come forward or have been named by you and may have witnessed the alleged behaviour.
- Inform the alleged perpetrator of the complaints against them, advise them to seek representation and invite them to a meeting in order that they can comment on the allegations being made against them.
- Keep all parties informed on expected timescales.
- Inform all parties in writing of the outcome and any action that may be required (if applicable).

If the allegations and the working situation warrant it, the alleged perpetrator may be suspended during the investigation (in accordance with our Disciplinary Policy & Procedure) or transferred temporarily pending the outcome of the matter to another office location.

Following the Managers investigation should there be a case to answer against the alleged perpetrator then the Manager who has dealt with the complaint will communicate this to an impartial Manager who will conduct formal disciplinary proceedings as per the Company's Disciplinary Policy & Procedure.

Appeals

Appeals against decisions taken under this Policy shall be dealt with as follows;

- Appeals against a disciplinary sanction will be dealt with in accordance with the appeals process as per the Disciplinary Policy & Procedure.
- Appeals by the individual about the outcome of any investigation will be dealt with in accordance with the appeal process in the Grievance Policy & Procedure.

Records

Where the complaint is informal and resolved at that stage, no record will be kept on personnel files.

Following formal investigation, where the complaint is not substantiated, no records will be retained.

Where a complaint is substantiated or partially substantiated but does not proceed to disciplinary, a letter confirming the outcome will be retained on the personnel file and supporting documentation retained in a separate file.

Where the matter proceeds to a disciplinary hearing then the storage of records will be in accordance with the Company Disciplinary Policy & Procedure.

Third Party Bullying and Harassment

If you are experiencing bullying or harassment by a third party, for example by a client of the Company, we encourage you to raise this to your Manager without delay so they can advise and support you on the best course of action.

Training and Awareness

The Company will provide regular training on this Policy and the broader issue of bullying and harassment to ensure employees are aware of their rights and responsibilities. This training will also cover the steps the Company is taking to prevent harassment and the importance of a respectful workplace culture.

Employee Assistance Programme

We would like to remind you that further support is available by contacting our Employee Assistance Programme (Help@Hand), a confidential 24-hour telephone counselling service, which can be reached at <https://www.unum.co.uk/workplace-wellbeing-hub>

SEXUAL HARASSMENT POLICY

Foreword

All members of staff are entitled to be treated with dignity and respect in our 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, it can be physical, verbal or non-verbal conduct. It can be done face-to-face, by email, phone calls, online or on social media, but whatever form it takes it is unlawful under the Equality Act 2010.

The Policy applies to every aspect of employment including recruitment and selection, performance reviews, promotion and reward, training, disciplinary, conditions of work and selection for redundancy.

Everyone has a personal responsibility for the implementation of this Policy. Any instance of doubt about the application of this Policy or other questions should be addressed to your Manager or HR. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell your Manager or HR so the matter can be dealt with swiftly. Management will maintain an open-door policy and we encourage anyone to come forward if they have any concerns in relation to sexual harassment.

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

What is Sexual Harassment

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.

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

What is Victimisation

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

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.

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 business, including on social media.
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.

Responsibility

All employees of the business are responsible for upholding this Policy and should refrain from engaging in any form of bullying or harassment. Management and Senior Management have a particular responsibility to set an example, monitor the work environment and take immediate action to address any form of unwanted behaviour under this Policy that comes to their attention.

Protection Against Retaliation

The Company prohibits retaliation against anyone who reports sexual harassment or participates in the investigation process. Any form of retaliation will be subject to disciplinary action, up to and including termination of employment.

Steps to Take if You Believe You Are Subject to Sexual Harassment or Victimisation

We are committed to ensuring that there is no sexual harassment or victimisation in the 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.

Informal Route

Where possible, it is always recommended to resolve any issues informally and as soon as they arise.

Sometimes people are not aware that their behaviour is unwelcome or upsetting, so if you are able to, raise the issue with the perpetrator direct and ask them to stop. Always provide to the perpetrator when the situation occurred and what was said / done so it will help them to recall.

An individual who is made aware that their behaviour is unacceptable should;

- Listen carefully to the complaints raised.
- Respect the other person's point of view.
- Understand and acknowledge how the other person is feeling.
- Agree that changes in behaviour towards that individual will change.

We recognise however that complaints of sexual harassment or victimisation can be of a sensitive or intimate nature and that it may not be possible for you to raise directly with the perpetrator. In these circumstances, where you do not feel up to speaking directly to the perpetrator yourself, you may consider asking for assistance from your Manager or a colleague as a confidential helper.

If you highlight a concern to your Manager but you do not want the perpetrator to be spoken to, we will respect your wishes, however if the welfare or safety of you or others is at risk where your allegations are particularly serious, then we may have to approach the perpetrator and instigate a formal investigation.

Formal Route

If the issue has not been resolved on an informal basis or the situation is too serious, you would need to consider raising a formal complaint to your Manager or HR through the Formal Resolution Procedure under this Policy.

When dealing with a complaint of sexual harassment under the Formal Resolution Procedure, a Manager will:

- Take full details of the incident(s) in writing from you.
- Take full details from any witnesses/other individuals who come forward or have been named by you and may have witnessed the alleged behaviour.
- Inform the alleged perpetrator of the complaints against them, advise them to seek representation and invite them to a meeting in order that they can comment on the allegations being made against them.
- Keep all parties informed on expected timescales.
- Inform all parties in writing of the outcome and any action that may be required (if applicable).

If the allegations and the working situation warrant it, the alleged perpetrator may be suspended during the investigation (in accordance with our Disciplinary Policy & Procedure) or transferred temporarily pending the outcome of the matter to another office location.

Following the Managers investigation should there be a case to answer against the alleged perpetrator then the Manager who has dealt with the complaint will communicate this to an impartial Manager who will conduct formal disciplinary proceedings as per the Company's' Disciplinary Policy & Procedure.

Appeals

Appeals against decisions taken under this Policy shall be dealt with as follows;

- Appeals against a disciplinary sanction will be dealt with in accordance with the appeals process as per the Disciplinary Policy & Procedure.
- Appeals by the individual about the outcome of any investigation will be dealt with in accordance with the appeal process in the Grievance Policy & Procedure.

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.

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 from 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 Manager or HR in writing.

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 customers, suppliers, members of the public, friends and family of colleagues, delegates at a conference, audiences, self-employed contractors, etc.

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 (ie candidates, clients) of our zero-tolerance sexual harassment policy within our supplier documentation and inform customers by recorded message at the beginning of telephone calls.

If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to your Manager or HR.

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.

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.

Records

Where the complaint is informal and resolved at that stage, no record will be kept on personnel files.

Following formal investigation, where the complaint is not substantiated, no records will be retained.

Where a complaint is substantiated or partially substantiated but does not proceed to disciplinary, a letter confirming the outcome will be retained on the personnel file and supporting documentation retained in a separate file.

Where the matter proceeds to a disciplinary hearing then the storage of records will be in accordance with the Company Disciplinary Policy & Procedure.

Training and Awareness

The Company will provide regular training on this Policy and the broader issue of sexual harassment to ensure employees are aware of their rights and responsibilities. This training will also cover the steps the Company is taking to prevent harassment and the importance of a respectful workplace culture.

Employee Assistance Programme

We would like to remind you that further support is available by contacting our Employee Assistance Programme (Help@Hand), a confidential 24-hour telephone counselling service, which can be reached at <https://www.unum.co.uk/workplace-wellbeing-hub>

ANTI-CORRUPTION, TAX EVASION & ANTI-BRIBERY POLICY

Foreword

The Company is committed to conducting all of its business in an honest and ethical manner. We take a zero-tolerance approach to bribery, tax evasion and corruption and are committed to acting professionally, fairly and with integrity in all our dealings wherever we operate.

The Company is committed to complying with all anti-bribery and anti-corruption legislation including, but not limited to, the Bribery Act 2010 (“the Act”) and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.

This Policy applies to all individuals working at all levels, including managers, and employees, and any other person providing services to us.

Definition of Bribery

A bribe is a financial or other advantage offered or given:

- To anyone to persuade them to or reward them for performing their duties improperly.
- To any public official with the intention of influencing the official in the performance of their duties.

Consequences of Bribery

Anyone or any organisation found guilty of bribery under the Act may face fines and/or prison terms. In addition, high legal costs and adverse publicity are likely to result from any breach of the Act.

For employees of the Company, failure to comply with this Policy and/or with the Act may result in:

- Disciplinary action being taken.
- Criminal penalties under the Act which may result in a fine and/or imprisonment.

For the Company, any breach of this Policy by any employee or business associate may result in:

- The Company being deemed to be in breach of the Act.
- The Company being subject to fines.
- The Company suffering negative publicity and further associated damage as a result of such breach.

This Policy does not prohibit giving and receiving gifts of low value and normal and appropriate hospitality. However, in certain circumstances gifts and hospitality may amount to bribery and if you are in any doubt about why you are being offered something you should consult your Manager.

We do not make, and will not accept, facilitation payments or “kickbacks” of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. Kickbacks are typically payments made in return for a business favour or advantage. All employees must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

We will keep financial records and have appropriate internal controls in place which will evidence the business reason for making any payments to third parties.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book” to facilitate or conceal improper payments.

Definition of Tax Evasion

Tax evasion means:

- An offence of cheating the public revenue

An offence of being knowingly concerned in or in taking steps with a view to the fraudulent evasion of tax.

Consequences of Tax Evasion

It is an offence for any business to facilitate tax evasion of any kind. We therefore take a zero-tolerance approach to any conduct which might be regarded as encouraging, supporting or assisting any person or company to evade tax.

We maintain a register of the possible risks surrounding the facilitation of tax evasion by its staff and associates. It lists controls in place to mitigate the risks as well as those actions required to improve those controls. This is reviewed every two years, in January.

We will take reasonable steps to protect our business by:

- Conducting due diligence checks on any potential supplier to our business.
- Training our staff members about the risks of tax evasion.
- Not accepting any instructions from clients which may encourage or facilitate tax evasion.

Employees should take reasonable steps throughout their work by:

- Adhering to the policies and procedures outlined including having a zero-tolerance approach to the facilitation of tax evasion.
- Alerting management and / or other contacts should they have concerns or suspect that the possibility of a breach exists.
- Being aware of policies and procedures to the extent they are applicable to their role.

Gifts & Hospitality

This Policy must be read in conjunction with our Gifts and Hospitality Policy & Procedure.

Reporting and Protection

If you are offered a bribe, asked to make one, or if you suspect that any bribery, tax evasion, corruption or other breach of this Policy has occurred or may occur, you are encouraged to raise these concerns with your Manager, or a Director or HR at the earliest possible stage. Any report will be treated promptly and in the strictest of confidence. No employee will suffer any detriment as a result of raising genuine concerns under this Policy, even if they turn out to be mistaken.

Breach of this Policy

Compliance with this Policy is essential to the protection of the Company’s reputation and that of its employees. Any employee who is found to have contravened this Policy or its principles may be subject to disciplinary action being taken.

GIFTS AND HOSPITALITY POLICY & PROCEDURE

Foreword

The Company recognises that trust and confidence in the execution of its activities is essential to its continuing success and growth.

This Hospitality and Gifts Policy aims to protect the reputation of the Company, protect its employees from accusations of impropriety, and to ensure that all clients and suppliers are dealt with on an equal basis.

Receiving Gifts

Other than gifts that are valued at £40 or under which are mere tokens (such as promotional pens, calendars, flowers and chocolates), employees of the Company are not permitted to accept any gifts or money from customers, suppliers or other third parties involved with the Company.

The Company recognises that there may be exceptional instances when refusing a gift will cause significant offence or embarrassment. In such instances the gift may be accepted and subsequently donated to a charity of the Company's choice.

Where reasonably practicable, any employee minded to accept a gift above £40 should first seek approval from their Manager. If its not possible to gain prior approval, the accepting employee should inform their Manager as soon as possible after receiving the gift.

For all gifts over £40 made to the Company or to employees of the Company by third parties, which are accepted, must be recorded accurately within the "Hospitality and Gifts Register" (see below).

Corporate Hospitality

For the purpose of this Policy, corporate hospitality, is any form of accommodation, entertainment or other hospitality provided for an employee of the Company by a third party and which is extended to the employee solely or significantly due to his position as a representative of the Company.

For the purpose of this Policy and for the sake of clarity, the following are not normally considered corporate hospitality and will not require any approval prior to acceptance:

- Normal working lunches or refreshments provided during a business visit.
- Hospitality extended to employees attending a Company approved seminar, conference or other external event, provided that such hospitality is extended to all who are in attendance.
- Free seminars, talks or workshops, provided that they are free to all in attendance and are not provided solely for employees of the Company.

An accurate record must be kept of all corporate hospitality offered to the Company or to employees of the Company within the "Hospitality and Gifts Register" (see below). If you accept hospitality then you are to declare this as soon as possible after the offer or receipt of hospitality as per Hospitality and Gifts Register below.

Hospitality and Gifts Register

The Register will be held by HR.

All declarations must be made as soon as possible after the offer or receipt of gifts or hospitality. All declarations are to be emailed to your Manager providing the following detailed information:

- Date received.
- Recipient name & job title.
- Received from (Name, Company, Job Title).
- Description of gift(s) / hospitality received.
- Values (Estimate if unknown).
- Reason given for providing gift / hospitality.
- Whether it was rejected or accepted.
- If accepted, why it was accepted.
- Whether prior approval was obtained, and if so, from whom.
- If it was donated on, who was it donated to.

Bribery

This Policy should be read in conjunction with the Bribery Policy, as the giving or receiving of gifts and / or hospitality may be considered a bribe.

Monitoring

The Hospitality & Gifts Register will be reviewed quarterly by HR and Senior Management.

Breach of this Policy

Compliance with this Policy is essential to the protection of the Company's reputation and that of its employees. Any employee who is found to have contravened this Policy or its principles may be subject to disciplinary action being taken.

WHISTLEBLOWING POLICY & PROCEDURE

Foreword

The Company is committed to conducting its business with honesty and integrity and we expect all employees to maintain high standards in accordance with our policies and procedures.

Nevertheless, where an individual discovers information which they believe shows serious malpractice or wrongdoing within the business, this Policy aims to set out the guidance on how to raise those concerns without fear of reprisal and to enable us to investigate such concerns to deal with them appropriately.

The Public Interest Disclosure Act 1998 (PIDA), gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns in relation to any malpractice, misconduct or wrongdoing. These are called "qualifying disclosures". A qualifying disclosure under the PIDA is one made in the public interest by a worker who has a reasonable belief that one or more of the following matters is either happening, has taken place, or is likely to happen in the future:

- 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.
- Any deliberate concealment of any of the above.

An employee who makes such a protected disclosure has the right not to be dismissed, subjected to any other detriment or victimisation, because they have made a disclosure.

You should not use this procedure for complaints relating to your own circumstances at work, for example if you are unhappy with your Manager, a colleague, pay or your working hours etc. In those circumstances you are to follow the Grievance Policy & Procedure.

If you are uncertain about whether or not something is within the scope of this Policy or the Grievance Policy & Procedure, then you should seek advice from HR.

If you raise a disclosure and you are found to be in any way involved in the wrongdoing, or if you raise a concern maliciously or in a manner not prescribed in this Policy, you may be subject to disciplinary action being taken.

Raising a Concern Internally

If you are genuinely concerned about an act of malpractice or wrongdoing in the workplace then you are encouraged to make a disclosure. You should disclose the relevant information verbally or in writing to the Head of HR, providing full details and any supporting evidence. The Head of HR may manage the procedure themselves or assign to a more suitable Manager.

If the disclosure concerns the Head of HR then you should raise this to the Director.

On receipt of the disclosure an acknowledgement will be confirmed to you and an initial confidential meeting may be held with you if more information is needed to ascertain the extent and area of concern.

We will ensure that all concerns raised are taken extremely seriously and at the earliest opportunity an initial investigation is carried out. During any meetings or discussions in relation to your disclosure, you will have the right to be accompanied by a work colleague or trade union representative.

Following the initial investigation, the nature and complexity of the disclosure will be considered and a decision will be made about whether there are grounds for proceeding further through one or more of the following routes; carry out an internal investigation, refer the matter to an alternative relevant Company procedure and policy such as grievance, bullying and harassment or refer the matter to the relevant authority/ies.

Raising A Concern Externally

You should not bypass this procedure and air concerns externally, other than in exceptional circumstances where you have good reason to believe that evidence would be destroyed if you did not do so. We strongly advise you to seek advice before reporting a concern to anyone externally. Sources such as Protect (www.protect-advice.org.uk/), are an independent whistleblowing charity who can provide advice.

Investigation Timescales

Due to the varied nature of these sorts of complaints, which may involve internal / external investigators and/or the Police, it is not possible to lay down precise timescales for such investigations. The investigating officer should ensure that the investigations are undertaken as quickly as possible without affecting the quality and depth of those investigations.

If the investigation is a prolonged one, the investigating officer should keep the complainant informed, in writing, as to the progress of the investigation and as to when it is likely to be concluded.

All responses to the complainant should be in writing and sent to their home address marked "confidential".

The Company promises that any reports made pursuant to the Policy will:

- Be treated with respect.
- Remain anonymous wherever the person reporting the misconduct requests anonymity.
- Be dealt with discreetly, appropriately and proportionately.

Dealing with reports appropriately and proportionately, will include:

- An investigation of all allegations of misconduct, irrespective of their source, provided that they contain sufficient, verifiable, facts and/or corroborating information.
- Taking no steps to investigate where the report of misconduct consists of vague, unspecific, broad allegations without evidentiary or corroborating information.

Confidentiality

All concerns will be treated in the strictest of confidence. If you wish to give your name but request confidentiality, the Company will make every effort to protect your identity.

If following an investigation, a disciplinary or other proceeding takes place, it may not be possible to take action as a result of your disclosure without your help, so you may be asked to come forward as a witness. If you agree to this, you will be offered advice and support.

Anonymous Allegations

You may report your concerns to the Company anonymously but we may not be able to take the claim further if you have not provided all the information we need. In exercising this discretion the factors to be taken into account will include:

- The seriousness of the issue raised.
- The credibility of the concern.
- The likelihood of confirming the allegation from other sources.

If, however, any individual who has made a report in accordance with this Policy feels that they have been treated unfairly in any way, including any breach of confidence, or has a reason to believe that the appropriate action has not been taken, you should report the matter to the proper authority.

The legislation sets out a number of bodies to which qualifying disclosures may be made. These include:

- HM Revenue & Customs.
- The Financial Conduct Authority (formerly the Financial Services Authority).
- The Competition and Markets Authority.
- The Health and Safety Executive.
- The Environment Agency.
- The Independent Office for Police Conduct.
- The Serious Fraud Office.

CORPORATE SOCIAL RESPONSIBILITY POLICY

Foreword

The Company is committed to operating in a responsible manner that means our impact on society will have a positive effect as a whole.

We aim to work ethically by promoting the highest standards of ethics and professionalism, and proactive to promote human rights, help communities and protect our natural environment.

We also aim to apply these principles to all third parties we interact with.

This Policy will be updated when necessary, and the responsibility is to ensure we remain a progressive, understanding workplace.

Our Commitment to Protecting Business Ethics & Compliance

- Provide clear and fair terms of employment for its employees.
- Provide a rewarding, challenging and great place to work.
- Ensure we do not place the health and safety of our employees or the members or the community at risk.
- Support diversity and inclusion by providing equal opportunities for all present and potential employees.
- Ensure all our employees are aware of the Company's policies on bribery, inappropriate gifts and whistleblowing.
- Ensure that data collected by employees during their employment will not be used for any reason other than that which the data was provided for.

Our Commitment to Protecting the Environment

- Meet or exceed the requirements of relevant legislative, regulatory and environmental codes of practise.
- Manage our activities to minimise carbon emissions into the atmosphere from our businesses.
- Encourage our employees to car-share, use public transport and take any other steps to minimise the environmental impact on commuting to the workplace and travelling on business.
- To identify, reduce and dispose of waste arising from our operations in a manner that minimises harm to the environment.
- To reduce the consumption of energy and water and use renewable and/or recyclable resources wherever practicable.
- Use energy efficient equipment within our offices and ensuring that, where practicable, electrical equipment is switched off at the end of each working day.
- Where practicable, selecting energy suppliers who use sustainable resources and processes in the production of electricity and gas.
- Take an active part in our local community and support social causes.

CSR Champions

To help promote a sustainable and philanthropic approach within the business we have our CSR Champions, who volunteer to support this cause. If you are interested in joining this Group then speak to your Manager.

ETHICAL TRADE POLICY

Foreword

The Company is committed to the practice of responsible corporate behaviour. Through its business practices, the Company seeks to protect and promote the human rights and basic freedoms of all its employees.

Human Rights

The Company is vehemently opposed to the use of slavery in all forms; cruel, inhuman or degrading punishments; and any attempt to control or reduce freedom of thought, conscience and religion.

The Company will ensure that all of its employees, agents and contractors are entitled to their human rights as set out in the Universal Declaration of Human Rights and the Human Rights Act 1998.

The Company will not enter into any business arrangement with any person, company or organisation which fails to uphold the human rights of its workers or who breach the human rights of those affected by the business' activities.

Workers' Rights

The Company is committed to complying with all relevant employment legislation and regulations, and regards such regulations and legislation as the minimum rather than the recommended standard.

No worker should be discriminated against on the basis of age, gender, race, sexual orientation, religion or beliefs, gender reassignment, marital status or pregnancy. All workers should be treated equally. Workers with the same experience and qualifications should receive equal pay for equal work.

No worker should be prevented from joining or forming a staff association or trade union, nor should any worker suffer any detriment as a result of joining, or failing to join, any such organisation.

Workers should be aware of the terms and conditions of their employment or engagement from the outset. In particular workers must be made aware of the wage that they receive, when and how it is to be paid, the hours that they must work and any legal limit which exists for their protection and any overtime provisions. Workers should also be allowed such annual leave, sick leave, maternity / paternity leave and such other leave as is granted by legislation as a minimum.

The Company does not accept any corporal punishment, harassment in any form, or bullying in any form.

Environmental Issues

The Company is committed to keeping the environmental impact of its activities to a minimum. It will continue to look for ways to reduce its carbon footprint. As an absolute minimum, the Company will ensure that it meets all applicable environmental laws in whichever jurisdiction it may be operating.

Conflicts of Interest

The Company holds as fundamental to its success the trust and confidence of those with whom it deals, including clients, suppliers and employees. Conflicts of interest potentially undermine the relationship of the Company with its partners.

In order to help preserve and strengthen these relationships the Company has developed a Gifts & Hospitality Policy, which provide rules and guidelines concerning the conduct of its officers and employees aimed at minimising the possibility of conflicts of interest and at avoiding risks associated with bribery and corruption.

Information and Confidentiality

Information received by employees of the Company will not be used for any personal gain, nor will it be used for any purpose beyond that for which it was given.

The Company will process any personal data collected in accordance with its UK General Data Protection Policy.

Suppliers and Partners

The Company expects all suppliers and partners to work towards and uphold similar ethical and moral standards.

The Company will investigate the ethical record of potential new suppliers before entering into any agreement. Further to that the Company reserves the right to request information from suppliers regarding the production and sources of goods supplied.

The Company reserves the right to withdraw from any agreement or other arrangement with any supplier or partner who is found to have acted in contravention of the spirit or principles of this Ethical Policy.

Bribery and Corruption

The Company is fundamentally opposed to any acts of bribery and to the making of facilitation payments as defined by the Bribery Act 2010.

If any employee or associated person be in doubt when receiving or issuing gifts and hospitality, they must refer to the Gift and Hospitality Policy.

If an employee or associated person is found guilty of giving or receiving a bribe, they will be personally liable and may be subject to disciplinary action being taken.

HEALTH AND SAFETY POLICY & PROCEDURE

Foreword

The Company regards the management of health and safety as an integral part of its business. It recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the health and safety of its employees, and of other persons who may be affected by its activities.

Therefore compliance with current health and safety legislation is regarded as the absolute minimum standard acceptable. The primary source of the law is the Health and Safety at Work Act 1974.

It is a reasonable duty of everyone to take reasonable care for their own safety and the safety of others at work. You should also ensure that you are familiar with the Company health and safety arrangements.

Should you have a concern over any health and safety aspects of your work, this should be brought to the immediate attention of your Manager.

Accidents

In the event of an accident or near miss occurrence, including damage to company property or equipment, it is the responsibility of you to report and record any accident involving personal injury to your Manager on that same day. Accident details need to be recorded in the Accident Book located on each site.

If you suffer an injury at work which results in you being incapacitated and unable to attend work for more than three consecutive days (including weekends or holidays) it is important that you inform your Manager of this.

Any absence as a result of an accident / alleged accident at work will still be counted for the purposes of the absence triggers as found in the Sickness Absence Policy & Procedure. As with all cases any mitigation will be considered on a case-by-case basis.

Any action by you which risks the health or safety of yourself or others, will lead to disciplinary action being taken and could result in dismissal. Please refer to the Disciplinary Policy & Procedure for further details.

First Aid

The Company believes that best practice is to ensure staff have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident). Details of these trained staff will be displayed on your local notice board or from your Manager and you should familiarise yourself with names and contact details.

Fire Safety

You must familiarise yourself with the fire safety instructions which are displayed on notice boards and near fire exits in the workplace.

The following steps should be followed to help to prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your Manager and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins.

Action to take when the fire alarm goes off:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe fire exit. If your nearest exit/route is obstructed, choose another route. Make sure you are aware of the fire exits and routes in your area.
- Follow the instructions of your designated Fire Warden.
- Do not use a lift to leave the building - always use designated stairs.
- Make your way to the appropriate assembly point.
- Once you are at the assembly point you should report to the Fire Warden, so that they can account for the people in their designated area.
- Do not leave the designated assembly point, or attempt to re-enter the building, until you have been instructed to do so by the Fire Warden.

Action to take if you discover a fire:

- **RAISE THE ALARM!** This can be achieved by breaking the glass on the call points or by shouting the instruction "Fire – call the fire brigade".
- Raise the alarm even if your building is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly.
- Call the fire brigade at the earliest available, and safe, opportunity and do not attempt to tackle the fire unless you have been appropriately trained and can safely do so e.g. a small fire in a wastepaper basket.

Management and staff have responsibility for implementing the specific arrangements made under this Policy throughout the business.

Employees are expected and encouraged to be proactive on health and safety issues as part of the continued development of the health and safety culture of the business.

The Company will provide appropriate training and make available competent health and safety advice and adequate resources including time and money so that legal obligations may be met.

Eye Test & Display Screen Equipment (DSE)

The Company recognises that risks associated with DSE are directly related to the type and layout of the workstation, the nature of the work and the physical and mental attributes of the person using the DSE, so will therefore provide all necessary information, training and support.

The Company will also ensure that a DSE risk assessment is carried out by you every 2 years, to try to eliminate or reduce, as is reasonably practicable, all identified risks.

Employees who are "users" of DSE under the Health and Safety (Display Screen Equipment) Regulations 1992, have a legal right to an eyesight test, on request. You can help your eyes by:

- Checking the screen is well positioned and properly adjusted.
- Making sure lighting conditions are suitable.
- Taking regular breaks from screen work.