

**Utility Support Solutions Limited
(The Company)**

STAFF HANDBOOK

Version 3 May 2018

Welcome!

I take this opportunity to welcome you to Utility Support Solutions Limited (The Company) who form part of the MAM Group of companies. I hope your career with us will be a long and happy one, and should you wish to progress, that we will be able to offer suitable opportunities for your talents.

The success of any organisation and that of its employees depends largely on the employees themselves, so we look to you to play an active role in the development of our company through staff meetings, staff attitude surveys and the like.

We provide equal opportunities and are committed to the principles of equality regardless of race, creed, colour, nationality, sex or disability. We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. We look for your support in implementing these policies to ensure that all employees are accorded equal opportunities for recruitment, training and promotion.

The information in this handbook has been prepared to assist each of us in the understanding of what is expected of the other. Circumstances do change, however, and the requirements and information outlined here may need to be updated from time to time. Please read the contents carefully, as in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

I sincerely hope you will be happy here, and I look forward to meeting you in person in the near future.

From

Ian McDonald

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Parental Leave is an entitlement of up to 18 weeks* of unpaid leave that employees with parental responsibilities can take in connection with caring for a child / children. This leave can be taken within the first 18 years after a child is born / placed for adoption. This entitlement can be taken for each child (including twins, triplets etc.)		
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1. Joining the Company

1.1 Basis of Agreement

This handbook is non-contractual and does NOT form part of your Terms and Conditions of Employment. However, it does set out the standards expected of you and what you can expect from us as your employer. Consequently, it should be referred and adhered to when appropriate.

1.2 Company Rules and Regulations

You are required to comply with all rules, regulations and instructions lawfully given by or in the name of the Company at all times.

1.3 Health and Safety, Environmental and Quality Statement

The Company regards the management of health and safety as an integral part of our business and as a management priority. It is our policy that all activities and work will be carried out in a safe manner and we will ensure the health, safety and welfare of our employees and others who may be affected by our activities.

Our target is for zero accidents and zero work-related ill health achieved by applying current best practice in health and safety management. Compliance with current health and safety legislation is therefore regarded as the absolute minimum standard acceptable.

Proper management of health and safety issues is an integral part of the efficient management of our activities and is critical to developing the professional culture of the Company and establishing and maintaining a solid reputation with all of our clients.

The objectives of this policy are fundamental to our business and our Directors are responsible for ensuring that the requirements of this policy are achieved.

Management, staff and operatives have responsibility for implementing the specific arrangements made under this policy throughout the Company. All employees are expected to read the relevant sections of the manual, familiarise themselves with its provisions and carry out their defined responsibilities. A copy of the manual will be held in Leeds, Hull and Birtley and will be made available to you.

You are expected and encouraged to be proactive on health and safety issues as part of the continued development of our health and safety culture.

This includes that at all times you must wear the appropriate Personal Protective Equipment required to safely carry out your duties. Failure to wear the correct PPE will result in disciplinary action being taken against you, which may result in summary dismissal and loss of your job"

You, contractors and sub-contractors are required to cooperate with the Company and your colleagues in implementing the policy, and all parties shall ensure that their own work is without risks to themselves and others as far as is reasonably practicable.

1.4 Probationary Period

During the probationary period, your work performance and general suitability will be assessed. You will meet with your Manager to discuss your progress, and, if at the end of this period, it is deemed satisfactory, then your employment will continue. However, if your work performance is not up to the required standard or you are considered generally to be unsuitable, we may take remedial action to either extend your probationary period or terminate your employment without recourse to the disciplinary procedure. Our normal probationary period is three months unless otherwise stated in your offer letter.

1.5 Induction

We are keen that you have every assistance to help you settle into your role quickly. On your first day you will be given a detailed overview of the Company and what is expected of you in your role. If there is anything you need to know about the Company or what is required of you in your role, please ask your Line Manager.

1.6 Changes to Personal Details

To help us to assist you, especially in cases of emergency, it is essential that all information on your personnel records is complete, correct and up to date. Please inform your Line Manager of any changes in your personal circumstances and contact details by email as soon as possible.

Your personal information is confidential and will not be released to outside sources without your prior authorisation.

1.7 Criminal Records Checks

Certain employees of the Company may be required to undergo a criminal records office check. This is only in very special circumstances where your employment with us means you are likely to come into contact with children or vulnerable adults (or in certain other particular circumstances). Should this be the case, we will discuss the situation with you prior to confirming your appointment.

1.8 Training and Self Development

The Company recognises that adequate training is essential. This not only increases and maintains our profitability but also ensures that you can develop in your job, perform your tasks efficiently and achieve career satisfaction and, as appropriate, progression.

Our training policy for all levels of employees aims to:

- Provide introductory training for new employees.
- Ensure that those selected for promotion are adequately trained.
- Provide the training necessary to enable employees to become skilled as quickly as possible in all aspects of their jobs.

The Company encourages you to undertake further education courses or other training, which may help you to do your present job better or prepare you to accept greater or wider responsibility. To this end, the Company may provide financial and other assistance but is under no obligation to do so. If you wish to explore this further, you are encouraged to do so with your Manager.

1.8.1 Agreement for Recoupment of Training Costs

The Company endeavours to provide the highest quality of service to our clients. To achieve this we require highly trained and skilled employees. You must attend any training courses diligently and are expected to work towards the successful achievement of all work tests and examinations set in connection with the training.

The Company values and supports the professional development of our employees, however, this represents a significant cost to the Company and we must ensure that we protect this investment by engaging your services during and after the training has taken place.

Therefore, you are required to reimburse us the costs of training if you leave or if your employment is terminated in accordance with the following scale:

Period in which your employment ends:	Amount payable by you:
If you leave without completing the training:	100% of the costs incurred by the Company as of the date of termination.
If you leave within 6 months of completing the training:	75% of the total training costs including expenses.
If you leave between 6 and 12 months of completing the training:	50% of the total training costs including expenses.
If you leave between 12 and 24 months of completing the training:	25% of the total training costs including expenses.

You are also required to reimburse the Company if we incur cancellation charges and expenses due to a decision made by you not to attend. This may be during your employment or as a result of the termination of employment, save the exceptions below.

If, upon the end of your employment, you are indebted to the Company then you authorise us to deduct from your remuneration any sums owed pursuant to this agreement. Any outstanding amounts due to us must be paid within 28 days of the termination of employment.

1.9 Appraisals

All employees are part of a staff supervision and appraisal process. These are positive exercises designed to encourage and assist staff in their professional and personal development.

It is our policy that employees should have regular supervision with their Line Manager and an annual appraisal. It is the responsibility of the employee to arrange these meetings and send the appropriate preparation information to their Line Manager in advance. A record of the supervision or appraisal will be kept on individual personnel files. These files will be kept for one year following the resignation of the employee after which only summary information will be retained to provide references for potential employers if requested by the employee.

1.10 Recruitment and Promotion

Wherever possible, we will recruit and appoint from within. It must be recognised that this is not always an option. All recruitment will take place based only on the skills, experience and aptitude of the candidates.

1.11 Calculation of Service

Your length of service will be calculated as per your Statement of Terms and Conditions.

1.12 Right of Search

The Company reserves the right to search you or any visitor when entering or leaving any of our premises for reasons of security. This includes the search of packages, bags, clothing, vehicles etc. Any request would be made by an individual who is authorised to make such a request and any search would be carried out by someone of the same sex and undertaken with a level of sensitivity with a witness in attendance. Any employee who refuses a reasonable request may be subject to disciplinary procedures.

If you are found to be in possession of property belonging to the Company, another employee or a client, then you will be subject to our disciplinary procedure.

2. Codes of Conduct

2.1 What We Expect of You

As an employee you are expected to know about, and operate within, our Code of Conduct. The focus is on 'doing the right thing'. The following list gives some examples of this, but is non-exhaustive.

1. Strive to be honest, fair and trustworthy in all of your dealings.
2. Avoid all conflicts of interest between your work and personal life.
3. Value diversity by observing fair employment practices with your colleagues.
4. Strive to create a safe workplace and to protect the environment.
5. Respect the rights, dignity and privacy of fellow employees and other individuals with whom you deal on behalf of the Company.
6. Ensure that our work environments are based on freedom from harassment and discrimination of all forms.
7. Don't accept or give any improper payments, gifts or gratuities from or to any customer, supplier or third party.
8. Don't enter into any contractual obligation on behalf of the Company without proper review and authorisation.
9. Protect our proprietary and confidential information from improper disclosure, to include pricing, inventions and business plans.

2.2 Company Premises

You must not bring any unauthorised person on to the Company's property without prior agreement from your Line Manager, unless you are authorised to do so as part of your job. In these circumstances, you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or company property inappropriately.

You must not remove Company property from our premises unless you have prior authority from your Line Manager.

2.3 Client Facing Situations

An intrinsic part of working for the Company is client interaction and relationship building, and the Company recognises and encourages that you will regularly come into contact with clients in formal and less formal situations.

Whilst relationship building is a critical part of our success, it is important that you maintain a professional standard at all times.

Guidance on what the Company deems as unacceptable (but this is not an exhaustive list):

- Your appearance should always be smart and business like. Whilst a business suit may not always be appropriate, you should dress appropriately for the occasion. If you are in any doubt, you should consult your Line Manager prior to meeting the client.
- Where it is appropriate to have an alcoholic drink with a client, you should not consume alcohol to the point where your behaviour becomes impaired in any way. As a guideline, you should be confident you would be under the legal limit to drive a car at all times, should the need arise in an emergency.

- You should not consume alcohol during working hours if you are not socialising with the client or if you do not have the express permission from a Director.
- Under no circumstances is it acceptable to consume recreational drugs of any class, or appear to condone the use of drugs, in the company of clients.
- Swearing and making inappropriate comments, which may offend a client, should be avoided without exception.
- You must adhere to the relevant legislation surrounding smoking and be discreet if you do wish to smoke.

You should always be mindful that clients will judge the Company as a supplier based on their experiences of us as a company on a number of levels. It is human nature to make judgments based on personal beliefs, so you are advised to exercise caution before expressing strong personal opinions.

2.3.1 Disciplinary Action

If it comes to the Company's attention that you have not acted within the above guidelines, the Company may invoke the disciplinary procedure. For guidance, the following items are listed under Gross Misconduct in the Company's policy; however this list is not exhaustive.

- Bringing the employer into disrepute.
- Being intoxicated on the Company's premises.
- Consuming liquor on company premises unless authorised by a Director.
- Introducing, possessing or using illegal drugs on the Company's premises.

If you attend work or any client event and you are suspected of being under the influence of alcohol or drugs, the Company reserves the right to suspend you with immediate effect. Please refer to the Disciplinary Rules and Procedures for more information.

If you are in any way unsure of what is expected of you when dealing with clients, please seek guidance from your Line Manager.

2.4 Property and Use of Company Facilities and Equipment

Any personal property left on the Company's premises is left entirely at your own risk. You are strongly advised not to leave valuables unattended either on our premises or in your own vehicle. We cannot accept responsibility for loss or damage to personal property; you are therefore advised to make your own insurance arrangements (unless otherwise agreed by a Director).

You will care for and account to the Company for any of its assets including cash, equipment, transport or any other property which may be entrusted to your care or come into your possession at any time in accordance with any rules or instructions which may be advised to you.

2.5 Standards of Dress

You are required to be neat, clean and tidy while at work, whether working on our premises or elsewhere. Employees whose job does not take them into contact with clients/customers/members of the public may wear smart casual clothing to work. However, certain items are not permitted at work, including:

- scruffy/torn trousers;
- micro- or very short miniskirts;

- low cut t-shirts, blouses and transparent clothing;
- shorts;
- sports clothing, for example tracksuits and football shirts;
- sweatshirts or t-shirts with slogans or symbols that could cause offence;
- trainers; and
- excessive or unconventional jewellery.

If you meet with clients/customers/members of the public, you must present a positive image of the Company and are not entitled to wear casual dress. In this regard, acceptable attire is a business suit or smart jacket/blazer plus coordinating trousers/skirt and smart shirt/blouse. Male employees must also wear a tie. Female employees may wear a dress/skirt and jacket as an alternative to a suit.

2.5.1 Clean Shave Policy

You are required to be clean shaven when working on active sites, having shaved within the last 24 hours.

Respiratory protective equipment (RPE) is issued on our sites as a means of control to prevent the inhalation of hazardous substances at work. When worn and used correctly, RPE can prevent serious lung conditions caused by inhaling dust and other contaminants. Many common types of RPE comprise a tight-fitting mask where performance relies on achieving a good seal between the mask and the wearer's face, including the FFP3 filtering facepiece disposable masks we issue to our operatives. Facial hair can prevent the mask from forming a good seal, by creating gaps around the edges of the mask, allowing contaminants into the mask to be breathed in by the wearer. Protection can be significantly reduced where stubble is present beginning within 24 hours from shaving.

If you cannot comply with the clean shave policy (such as for religious purposes or due to a genuine skin complaint that makes it impractical to shave every day) the issue should be raised with your line manager who can look into alternative RPE that does not rely on a tight seal.

2.6 Mail

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense.

2.7 Telephone Calls/Mobile Phones

Telephone calls are essential for our business. Personal calls are only allowed in the case of emergency and with the prior permission of your Manager. Personal mobile phones should be kept switched off during working hours, except by express permission of your Manager.

2.8 Gifts

The Bribery Act 2010 is now in force, meaning that it is now a criminal offence (amongst other things) to offer or accept a 'bribe' which could influence a commercial decision. You are required to bring to the immediate attention of the Company any incidents that you may feel could constitute a bribe. For this reason, the giving and receiving of personal gifts of any kind between supplier and customer is prohibited by the Company without the express prior approval of a Director.

2.9 Outside Interests and Interests in Other Businesses

No employee shall hold a directorship of any other business without the prior written permission of the Company.

Secondary employment must not involve use of the Company's property or resources or intrude upon working hours whether normal or overtime.

You shall not, during the period of your employment, be engaged, concerned or interested, either directly or indirectly whether financially or otherwise, in any business within the UK which is or which could be in competition or could compromise the interest or integrity of the Company, raise conflict or lead to a conflict of interest, with that of the Company or any subsidiary or associated company without the consent in writing of a Director, except as the holder of shares or debentures quoted or dealt in on a recognised stock exchange in the UK or elsewhere.

2.10 Confidentiality of Information

You shall not:

- At any time (whether before or after termination of your employment, whether you resign or are dismissed by the Company) disclose to any person, firm or company any information concerning the business, operating procedures, financial status or trade secrets of the Company or of any subsidiary or associate companies provided that this restriction shall not prevent any authorised use thereof for the purpose of performing your duties.
- Use any confidential information for your own benefit or for the benefit of a third party, or to the detriment of the Company.
- At any time broadcast or write any article for publication on any matters which are connected with or which relate to confidential information or trade secrets, which in any way make reference to the Company or any subsidiary or associate companies without first obtaining permission from the UK Country Director.

On termination of employment (for any reason) you shall deliver to the Company (without keeping any copies) all files, documents and other papers which you may hold.

3. Our Policies

3.1 Eligibility to Work in the UK

All employees are required to prove that they are able to work in the UK. The most common forms of evidence acceptable to the Company are:

- a passport showing that the holder is a British Citizen or has the right of abode in the United Kingdom; or
- a document showing that the holder is a national from a European Economic Area (EEA) country or Switzerland. This must be a national passport or identity card.

If you are not able to provide one of the above documents, please ask your Manager to present you with a more comprehensive list. If you have not already been asked to provide this evidence, it is essential that you do so immediately. Failure to provide this could result in the termination of your employment.

3.2 Sickness Procedure

3.2.1 Notification of Absence

If you are absent from work for any reason you must notify your Manager in the first instance personally by telephone (not text message) by 8am at the latest (or earlier if possible) on the first day of absence. Only in exceptional circumstances may absence be reported by someone else. This should happen rarely. In the event that your Manager is unavailable, you must personally telephone another Manager within the business.

You should provide the following information:

- The nature of your illness.
- The likely length of absence.
- Your plans to obtain medical treatment.
- Any urgent work that needs to be re-assigned.

You should also arrange for an 'out of office' reply to be placed on your e-mail (where appropriate).

If the above points are not followed, the Company may deem this to be an unauthorised absence which will be unpaid, and which may lead to disciplinary action.

3.2.2 Sent Home

If while you are at work you decide that you are unwell and need to go home, you must inform your Line Manager before you leave the building for health and safety purposes.

If you have worked less than 50% of your working hours for that day before going home, the remaining hours will be classed as absence and form part of your absence record.

3.2.3 Maintaining Contact

If you are absent from work for more than three days with no notification, we may write to you and ask you to get in touch to discuss your unauthorised absence. Failure to respond will be interpreted as a resignation.

If an absence through sickness is seven calendar days or less, you will be expected to contact your Manager on each day of absence if it isn't clear how long you will be away from work.

During the course of any medically certified sickness absence, you must make regular contact by telephone at least once each week unless agreed otherwise with your Manager.

3.2.4 Self-Certification

On your first day of return to work your absence will be discussed with you. You will be asked to complete a Sickness Absence Self-Certification form, which should be completed for all absences of between one and seven consecutive days (including weekends) immediately upon your return. You must include specific details of the reason for absence – 'sick' or 'unwell' are not acceptable descriptions. Where dissatisfied with the reason given, the Company may require you to obtain a medical certificate.

Any identified abuses of this procedure will result in disciplinary action being taken against you.

3.2.5 Medical Certificates

If you are absent from work for eight or more consecutive days (including weekends) then you will need to obtain a medical certificate from your Doctor or Specialist to cover your absence from the eighth day onwards. This should be given to your Manager with any additional certificates forwarded as necessary. You must ensure that you provide the Company with medical certificates on an on-going basis and that they cover the whole period of absence. Failure to provide a medical certificate within five working days of the start of the period it covers may result in the absence being classed as unauthorised and payment may be suspended.

The final medical certificate must state the date on which your GP deems you fit to return to work. You will not be allowed to return to work earlier than the date stated on this medical certificate. If you wish to return to work earlier than this date, then you must obtain a new certificate from your GP stating the new return to work date. In some cases, depending on the nature of the illness, you may not be permitted to return to work without prior consultation with your Manager.

3.2.6 Misconduct

If you abuse the sickness benefit scheme or disregard the notification procedures, it will be regarded as misconduct and will be dealt with under the normal disciplinary procedures. It may also result in the loss of company or Statutory Sick Pay.

3.2.7 Medical Examination

The Company reserves the right at any time (whether the absence is Self-Certificated or covered by a Doctor's Certificate) to request attendance for a medical examination by its retained medical advisor or one appointed by the Government's Fit for Work Scheme. Or, we will ask your permission to obtain a medical report from your GP/Consultant. Professional fees in connection with such requirements will be paid by the Company directly to the medical provider.

3.2.8 Absence Monitoring

Employee absence levels will be monitored, and any concerns will be discussed directly with you. You are actively encouraged to discuss any concerns you may have with your health if it is any way connected with your employment at the earliest opportunity.

3.2.9 Time Off for Dependents

If a member of your immediate family is sick, you cannot claim to be sick. Statutory provisions for time off will be observed, and you are entitled to a reasonable amount of time off unpaid to deal with unforeseen events. This can include, for example, time off to make arrangements for the care of a dependent that is ill or injured. Alternatively, you may wish to take any holiday entitlement that you have accrued to date.

3.2.10 Dentist/Doctor Appointments and All Other Short-Term Absences

You should endeavour to ensure that all appointments of this nature are made outside of working hours. Where this is not possible then all appointments should be made either for early morning or late afternoon so that as small an amount of the working day as possible is missed. You may be expected to make up the hours missed at the request of the Company.

The following guidelines will also apply:

- Any absences of more than three hours are likely to result in a half-day holiday or unpaid leave.
- Any absences of more than six hours are likely to result in a one day's holiday or one day of unpaid leave.

3.2.11 Payments Related to Sickness Absence

Statutory Sick Pay

If the employee is eligible, the Company will pay Statutory Sick Pay (SSP) in accordance with Government regulations for the first 28 weeks of absence (of four days or more). Payment will not be made if you do not meet the qualifying criteria laid down in the regulations and is also subject to your compliance with the absence notification procedures discussed earlier in this handbook.

If you exhaust your entitlement to SSP, or are ineligible for it, you may be able to claim State Sickness Benefit instead.

Qualifying days are the only days for which you can claim SSP. These are all the days in your regular working week. The first three qualifying days of sickness are Waiting Days for which SSP is not payable.

Additional Information

If you sustain injuries arising directly from your participation in sporting activities and other off-duty incidents, you will not automatically receive Statutory Sick Pay for any resulting absence from work. This is at the discretion of the Company. Employees are under a duty to take all reasonable steps to aid their recovery, which will normally include seeking medical attention.

3.2.12 Procedure for Managing Persistent Short-Term Absence

This procedure is intended for use in dealing with cases of unacceptable persistent or intermittent short-term sickness absence, or unacceptable patterns of absence. Potential examples of such absences might be:

- taking three or more separate occasions of absence in a rolling three-month period;
- taking 15 or more days' absence in any rolling 12-month period, regardless of the number of occasions of absence; and/or
- regular absence on Monday or Friday or before or after Bank Holidays.

Please be aware that this is not a definitive list.

Informal Counselling

If your absence record is considered to have reached an unacceptable level, a Manager, or representative of the Company, will meet with you to discuss your absence history and the reasons for it. The aim of this meeting is to:

- review the absence record and the effect it is having on your work/department;
- discuss the reasons for the absence record and whether there are any underlying problems or issues; and
- explore how your absence could be improved to an acceptable level.

Where appropriate, the Company may request your permission to apply for a medical report from your GP. The Company will keep a record of this meeting.

Formal Procedure

If informal counselling fails to yield a satisfactory and sustained improvement in attendance, the Company will move to formal procedures. These are:

- **Stage 1 – Absence Review Meeting:** If the informal counselling has not led to a satisfactory and sustained improvement in attendance, the Company will normally convene a formal Stage 1 Absence Review Meeting. An unsatisfactory level of improvement will normally be classed per the list outlined earlier in this handbook, but this is not exhaustive. The aim of this meeting is to give you an opportunity to discuss the reasons for your absence and how you intend to achieve the improvement required over a specific period as appropriate. You will be given written notice at least 24 hours in advance of the Absence Review Meeting and will have the right to be accompanied by a work colleague or Trade Union representative. If appropriate, it may be necessary to adjourn the meeting and request your permission to obtain a medical report from your GP. You will be provided with a copy of your rights under The Access to Medical Reports Act 1998 by the Company. Where appropriate, you will be given a formal warning of the consequences of a failure to improve attendance to an acceptable level. This warning will be confirmed in writing and will remain on your records for a period of 12 months.
- **Stage 2 – Absence Review Meeting:** Should the Stage 1 Absence Review not result in a satisfactory and sustained improvement; the Company will convene a Stage 2 Absence Review meeting. An unsatisfactory level of improvement will normally be classed per the earlier list, but this is not exhaustive. Where appropriate and where less than one year has elapsed since the Stage 1 warning was issued, then further action will be taken in the form of a Stage 2 warning. This warning will be confirmed in writing and will remain on your records for a period of 12 months.
- **Stage 3 – Absence Review Meeting:** Should Stages 1 and 2 fails to produce a satisfactory and sustained improvement and where less than one year has elapsed since the Stage 2 warning was issued then a Manager or representative of the Company will convene a Stage 3 Absence Review meeting. An unsatisfactory level of improvement will normally be classed as per the list above, but this is not exhaustive. Where appropriate a final warning of the consequences of a failure to improve attendance will be issued. This warning will be confirmed in writing and will emphasise that a failure to improve attendance will result in dismissal. This warning will remain on your records for a period of 12 months.
- **Stage 4 – Dismissal:** If attendance still fails to improve then a meeting should normally be convened by the Company. All medical evidence available will be considered before a final decision is taken. If

the decision is taken to dismiss, you will be given notice that your employment will be terminated with the appropriate entitlement to notice.

Appeals Process

At every stage of the formal procedure, you have the right to appeal against a formal warning within seven days of receiving written confirmation of the warning, setting out the grounds for your appeal. The letter from the Company confirming the disciplinary decision will inform you who to address the appeal to.

Where possible, a Manager who has had no previous involvement with the case will then hear the appeal. You have the right to be accompanied by a work colleague or Trade Union representative at the appeal hearing. Following the appeal hearing decision no further right of appeal will be available.

3.2.13 Procedure for Managing Long-Term Absence

Long-term absence is defined as any absence more than four continuous weeks. Each case of long-term absence will be reviewed individually and sympathetically, and it is likely that full medical reports (including an Occupational Health Assessment), will be requested in most cases.

The Company may wish to carry out a home visit, if appropriate, to:

- establish your current state of health and likely length of absence;
- explain and discuss entitlement to SSP and Company Sick Pay; and
- discuss the possibility of alternative employment, where appropriate.

We may also:

- ask for consent to contact your GP to obtain a medical report or to ask questions about your medical condition and the likely length of absence from work; and
- ask you, at our own expense, to attend a medical examination with an independent expert who will be asked to provide a report on the prognosis, likely length of absence and your return to work.

If you develop a medical condition which prevents you from performing your normal work in the medium or long term, upon receipt of a medical report from either a GP/specialist or occupational health expert, another meeting will take place to consider the following:

- the prospects for rehabilitation;
- suitable temporary work which may aid/permit normal recovery*;
- suitable permanent work if a return to normal capacity is not likely*;
- reasonable adjustments such as reduced hours, light duties, retraining or flexible working where practicable, as well as management mentoring where this may assist a return to work;
- a further medical report or a medical assessment;
- early retirement where appropriate;
- terminating employment due to incapability if unable to make reasonable adjustments or set a foreseeable return to work date; and/or
- the inevitable risk to the employee's job if absence continues.

*The Company cannot, however, guarantee to provide such work where no vacancy exists.

This meeting is very important, as it is your opportunity to make any comments or observations regarding the report, your health and prognosis. If you don't attend the meeting the Company will have to make a decision on the basis of the evidence that it has at the time.

It may be necessary to undergo further meetings before a final decision is made as to how to progress.

The Company will make every endeavour to hold the role open for you for as long is reasonably practicable. However, if the sickness/absence is deemed to be for an indefinite period or permanent, the Company may consider dismissal.

3.3 Disciplinary Policy and Procedure

3.3.1 The Disciplinary Policy

It is company policy that the following procedure should be followed when an employee is being disciplined or dismissed. The procedure provides that, in normal cases, an employee will be given a series of warnings before discipline, demotion or dismissal is contemplated.

No disciplinary action will be taken against an employee until the circumstances relevant to the incident have been examined and investigated. It is the Company's responsibility to complete a thorough examination of all the relevant facts prior to invoking any form of discipline. An informal interview to clarify the problem may be needed in advance of any formal disciplinary interview.

At every stage in the procedure you will be advised in writing of the nature of the complaint against you. You will be invited to attend a disciplinary hearing, normally with at least 48 hours' notice, to discuss the issue and to allow you to state your case before any decision is made.

The meeting will then be adjourned while the issue is either investigated further or until a decision as to what action to take is made. Our management representative will normally be accompanied by a colleague or HR representative at the disciplinary hearing.

At all stages you will have the right to be accompanied by a work colleague or Trade Union representative during the disciplinary hearing.

No employee will be dismissed for a first breach of discipline, except in the case of gross misconduct when the penalty will be dismissal without notice or payment in lieu of notice.

You will have the right to appeal against any disciplinary penalty imposed.

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

3.3.2 The Disciplinary Process

Minor issues will be dealt with informally, but where the matter is more serious, the following procedure will be followed. Minor cases of misconduct may be dealt with by informal advice, coaching and counselling.

If there is no improvement, or if the matter is serious enough, the following procedure will be followed:

- **First Stage – Verbal Warning:** If conduct does not meet acceptable standards, you will normally be given a formal verbal warning. You will be advised of the reason for the warning, the fact that it is

the first stage of the disciplinary procedure and of the right of appeal. The Company will keep a record of the warning and the appropriate review date on your records. The warning will normally expire after 12 months, subject to satisfactory conduct, unless otherwise stated.

- **Second Stage – Written Warning:** If the offence is considered more serious, or in the event of any further misconduct of whatever nature, then the Manager concerned will issue a written warning. This will give details of the complaint, the improvement required and the relevant time-scale confirmed. It will warn you that further disciplinary action under Stage 3 will be considered if there is no satisfactory improvement and will advise of the right of appeal. A copy of this written warning will be kept in your records. The Company will keep a record of the warning and appropriate review date. The warning will normally expire after 12 months, subject to satisfactory conduct and performance, unless otherwise stated.
- **Third Stage – Final Written Warning:** If there is still a failure to improve and conduct continues to be unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning (in effect both a first and final written warning), then a final written warning will be given to the employee and a copy retained in their records. This will give details of the complaint, will warn that dismissal will result if there is no satisfactory improvement and will advise of the right of appeal. A copy of this final written warning will normally be disregarded for disciplinary purposes after 12 months (apart from exceptional cases when a longer period will apply), subject to you achieving and maintaining the required standard of conduct.
- **Final Stage – Dismissal:** If further offences occur, whether related or unrelated, or if conduct is still unsatisfactory, dismissal will normally result. You will be provided with written reasons for your dismissal as soon as is practical. This letter will confirm the date of termination and the right of appeal.

3.3.3 Demotion

The Company may consider demoting you as an alternative to dismissal where, in the Company's opinion, this is the most appropriate action. Where the option to demote is exercised, we will notify you in writing giving details of any consequential changes in your terms and conditions of employment.

3.3.4 Gross Misconduct

The following are examples, but not an exhaustive list, of offences normally regarded as gross misconduct:

- Absence of three or more consecutive days without notice or prior consent.
- Theft from the Company or a fellow employee.
- Bringing the Company into disrepute.
- Fighting, threatening or abusive behaviour whilst on company premises or whilst conducting company business.
- Fraud or other dishonesty (e.g. falsification or abuse of attendance records).
- Refusal to obey a reasonable lawful order.
- Disregard of your specific duties.
- Being intoxicated on the Company's premises.
- Consuming liquor on company premises unless authorised by a Director.
- Smoking in any area prohibited by law.
- Introducing, possessing or using illegal drugs on company premises.

- Reckless or intentional disregard of the Company's safety regulations.
- Possessing company products without authorisation.
- Misusing any company computer (including the intention to access or attempting to access unauthorised records, misuse of data regarding the Data Protection Act and viewing and/or distribution of obscene material).
- Distributing or possessing pornographic or obscene materials.
- Inviting or permitting unauthorised personnel (e.g. customers, ex-employees, family) access to company premises outside working hours or during working hours in areas beyond those normally reserved for customers (e.g. reception).

If you are suspected of an act of gross misconduct, you should normally be suspended from work on full pay, normally for no more than five working days, whilst management fully investigates the alleged offence.

If, after completion of the investigation and full disciplinary procedure, the Company is satisfied that gross misconduct has taken place, the result will normally be a summary dismissal without notice of payment in lieu of notice.

3.3.5 Appeal

If you wish to appeal against a disciplinary decision, you should make your appeal in writing, giving the reasons for it, within seven calendar days of the disciplinary decision being received in writing. The letter from the Company confirming the disciplinary decision will inform you who to address the appeal to.

If necessary, the Company will invite you to attend a further meeting. If practicable, a more senior Manager not previously involved in the disciplinary procedure will hear the appeal.

The appeal hearing may take place before or after dismissal or disciplinary action has taken effect. After the appeal hearing the Company will inform you of its decision and confirm it in writing as soon as practicable. The decision following this appeal hearing is final.

3.4 Grievance Policy and Procedure

3.4.1 Making a Complaint

If you have a complaint relating to your employment, the Company actively encourages you to raise it. Complaints that go unresolved can have a negative effect on morale, productivity and attendance.

As it can often be difficult to make a complaint, the Company has put a structure in place to ensure that all employees are treated in a just and timely manner.

Any employee with a complaint relating to their employment has the right to have it quickly and fairly investigated.

Below are the steps that you should take to raise concerns or complaints about your work, working environment and terms and conditions, or relationships:

- The nature of the complaint should be written down with as much detail as possible. Having a written record helps those concerned to understand the complaint.
- The complaint should be given to a Manager. If this person is implicated in the complaint, then it should be given to the International Commercial Director.

- The appropriate Manager will meet with you as soon as is practicably possible with the aim of resolving the problem.
- After this meeting, and if no further investigation is necessary, the outcome of the meeting will be sent to you in writing.

3.4.2 Appeal

If you are not happy with the outcome at this stage, you may appeal against the decision. The appeal should be submitted in writing, giving the reasons for the appeal, within seven calendar days of the grievance outcome being communicated in writing by the Company. The Company's letter will inform you of who you should address the appeal to.

The Company will normally invite you to attend a further meeting. If practicable, a more senior Manager not previously involved in the first meeting will hear the appeal. You will have the right to be accompanied by a work colleague or a Trade Union representative.

Again, the outcome of the appeal will be sent in writing. This is the final stage of this process.

3.5 Equal Opportunities Policy

3.5.1 Aim

The Company aims to be an equal opportunity employer and seeks to satisfy the objectives and intentions of relevant legislation and codes of practice pertaining to equal opportunities in employment.

3.5.2 Principles

The Company operates an equal opportunities policy and opposes all forms of discrimination. There should be no discrimination against employees, applicants for employment, trainees, or persons providing a service to the Company, or seconded to it, on the grounds of:

- Colour, race, nationality, religion, ethnic or national origin.
- Sex or marital status.
- Disability.
- Age.
- Spent criminal convictions.
- Sexual orientation.

3.5.3 Unlawful Discrimination

Discrimination, either direct or indirect, on any of the aforementioned grounds will be deemed unlawful and any employee responsible for such discrimination will be liable to disciplinary action, which could lead to dismissal.

The victimisation of employees who complain of discrimination or who are involved in a complaint of discrimination is unlawful and any employee responsible for such discrimination will be liable to disciplinary action, which could lead to dismissal.

3.5.4 Responsibility for the Policy

All Managers have a responsibility to ensure that employment practices are carried out on the basis of fair treatment for all, and that no employee is subject to unlawful discrimination. The Managing Director has overall responsibility for overseeing the equal opportunities policy in the Company.

3.5.5 Duty of Employees

It is the duty of every employee to respect and act in accordance with the equal opportunities policy.

3.5.6 Complaints of Discrimination

The Company recognises that it has a legal duty to respond to complaints of discrimination, and any such complaints will be dealt with fairly and investigated quickly and thoroughly. No employee will be subject to any detriment following his or her complaint.

Complaints of discrimination will be dealt with in the grievance procedure. During the investigation and, in particular, interviewing of employees, employees shall have a right to representation.

Discrimination and in particular harassment will be treated as a disciplinary offence.

3.5.7 Monitoring of the Policy

The Company accepts the recommendations of both the Equal Opportunities Commission and the Commission for Racial Equality that a system of monitoring and review needs to be established for the effective operation of equal opportunities policies.

In particular, the outcome of recruitment, selection and promotion procedures should be kept under review. It is therefore agreed that such a system will be developed.

3.5.8 Information to Employees

All employees will be made aware of the equal opportunities policy and be given access to it on demand.

3.6 Dignity at Work

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

3.6.1 Harassment

Harassment can be defined as conduct which is unwanted and offensive and affects the dignity of an individual or group of individuals.

Sexual harassment is defined as “unwanted conduct of a sexual nature, or other conduct based on sex, affecting the dignity of women and men at work”. This can include unwelcome physical, verbal or non-verbal conduct.

People can be subject to harassment on a wide variety of grounds including:

- Race, ethnic origin, nationality or skin colour.
- Sex or sexual orientation.
- Religious or political convictions.
- Willingness to challenge harassment, leading to victimisation.
- Disabilities, sensory impairments or learning difficulties.
- Status as ex-offenders.
- Age.
- Real or suspected infection with a blood borne virus (e.g. AIDS/HIV).
- Membership of a trade union or activities associated with membership.

Forms of harassment may include:

- Physical contact ranging from touching to serious assault.
- Verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs, letters and so on.
- Visual display of posters, graffiti, obscene gestures, flags and emblems.
- Isolation or non-cooperation at work, exclusion from social activities.
- Coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups.
- Intrusion by pestering, spying, following someone.
- Bullying.

If you feel you are being harassed you are strongly encouraged to seek early advice/support from your Line Manager. If you feel your Line Manager is harassing you, then you should contact his/her immediate Line Manager.

You should also keep a written record detailing the incidents of harassment and any requests made to the harasser to stop. This written record should be made as soon as possible after the events that cause concern and should include dates, times, places and the circumstances of what happened.

3.7 Disability Discrimination

Where an employee is unfortunate enough to become disabled during the course of their employment with the Company, every practicable effort will be made to retain their services and to provide retraining where necessary.

All employees are eligible for consideration for appropriate training, career development and promotional opportunities and disabled people are not treated any differently in this respect.

3.8 Capability Policy

This capability procedure does not form part of the disciplinary procedure.

Every employee has a responsibility to achieve a satisfactory level of performance and you will be given every encouragement to reach it. The Company aims to ensure that there will be a fair and systematic approach to the enforcement of standards of performance affecting all employees.

If your Manager feels that you are underperforming, you will be invited to attend an informal discussion to establish the reasons why you are failing to meet the requirements of your position. The acceptable

standards of performance will be explained in this meeting. Minor issues will be dealt with informally but, where the matter is more serious, the following procedure will be followed.

3.8.1 Formal Procedure

You may be accompanied by a colleague or a Trade Union representative at each review meeting. The procedure works in three stages as follows:

- **Stage 1 – Formal Review Meeting:** Where an informal discussion does not achieve an improvement in performance and you continue to fall short of the standards required, then a formal review meeting will be arranged between you and a Manager. You will be notified in writing of the date and time of the hearing at least 24 hours in advance. The aim of the review meeting is to:
 - identify the cause(s) of the unsatisfactory performance and to determine what, if any, remedial action (e.g. training, redeployment, support) can be given;
 - identify any areas of dispute or disagreement as to the unsatisfactory performance;
 - explain clearly the shortfall between your performance and the required standard;
 - obtain your commitment to reaching that standard and agree on performance objectives with a view to that end;
 - set a reasonable period (the review period) for you to reach the standard and agree on a monitoring system during the review period; and
 - inform you of what will happen if that standard is still not met at the end of the review period.

The conclusion of the review meeting, including details of the required improvement and the time period for this, will be confirmed in writing within five working days following the meeting.

- **Stage 2 – Formal Review Meeting:** At the end of the review period a further formal review meeting will be held. You will be notified in writing at least 24 hours in advance of the date and time of the meeting. At this meeting the following may happen:
 - If there has been an improvement in your performance, this will be communicated to you and the process will be paused at this stage.
 - If there has been no discernible improvement, the Manager will explain the respects in which you have failed to improve. If you are still within your probationary period, you may be dismissed at this stage.
 - However, should you have passed your probationary period, you will be informed that there will be a further review period in which to improve and any failure to improve may then result in dismissal.

The aim of this meeting will again be to:

- identify the cause(s) of the unsatisfactory performance and to determine what, if any, remedial action (e.g. training, redeployment, support) can be given;
- identify any areas of dispute or disagreement as to the unsatisfactory performance;
- explain clearly the shortfall between your performance and the required standard;
- obtain your commitment to reaching that standard and agree on performance objectives with a view to that end;
- set a reasonable period (the review period) for you to reach the standard and agree on a monitoring system during the review period; and

- inform you of what will happen if that standard is still not met at the end of the review period.

The conclusion of the review meeting, including details of the required improvement and the time period for this, will be confirmed in writing within five working days following the meeting.

- **Stage 3 – Final Stage Review Meeting:** At the end of the review period a further final formal review meeting will be held. You will be notified in writing at least 24 hours in advance of the date and time of the meeting. At this meeting the following may happen:
 - If there has been an improvement in your performance, this will be communicated to you and the process will be paused at this stage. This will be confirmed in writing within five working days following the meeting.
 - However, if you continue to under-perform, dismissal will be considered.
 - You will be invited to give your view on the situation before a final decision is taken. Should you be dismissed, this would be confirmed in writing within five working days following the meeting, giving the reasons for dismissal and outlining your right to appeal. Any arrangements for an appeal hearing would be made in writing.

3.8.2 Appeal Procedure

If you wish to appeal against your dismissal, you should make your appeal in writing, giving the reasons for the appeal, within seven calendar days of the dismissal decision being received in writing. The letter from the Company confirming the dismissal will inform you of who you should address the appeal to.

If necessary, we will invite you to attend an appeal meeting. If practicable, another Manager not previously involved in the capability procedure will hear the appeal.

After the appeal hearing the Company will inform you of its decision and confirm it in writing as soon as practicable. The decision following this appeal hearing is final.

3.9 Working Time Regulations

Pursuant to the terms of Regulation 5(1) of the Working Time Regulations 1998, as amended (the “Regulations”), you agree that the maximum average working time of 48 hours for each seven day period which is contained in Regulation 4(1) of the Regulations shall not apply in relation to your employment with the Company under the terms of this agreement.

You may terminate your agreement to opt-out of Regulation 4(1) of the Regulations pursuant to the above clause at any time by giving three months’ written notice of termination to the Company. Upon such termination the other terms of your employment under this agreement will remain in force and will not be affected.

3.10 Job Flexibility

It is an express condition of employment that where your skills allow, you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods etc., it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential to allow us to operate efficiently.

3.11 Retirement

In line with current legislation, the Company does not have an age where it expects employees to retire. It is, however, our policy to have regular workplace/appraisal discussions with all our staff where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Staff and their Managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your Line Manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made (e.g. sourcing a replacement, mobilising your Company pension etc.).

3.12 IT and Internet Policy

Electronic communication is becoming a routine part of the way in which we conduct business. Electronic communications are as much a part of our assets as tangible property (e.g. equipment, products, money) and intangible intellectual property (e.g. ideas, copyrights). Protection of these assets against loss, theft and misuse is of critical importance to the Company because of the commercial risks from computer misuse, theft of data, monies from hacking or poor data security and the risk of prosecution for breaches in IT related law.

Electronic communications systems include, but are not limited to: computer hardware and software; e-mail; and fax machines. They also encompass communications and information transmitted by, received from or stored on these systems.

The following is company policy for all electronic communication and systems which all employees are required to abide by. Abuse of any part of this policy will be investigated and could lead to disciplinary action.

3.12.1 Email and Messenger / 'chat' facilities

All electronic messages sent or retrieved by using our company e-mail system and messenger / 'chat' facilities are, and remain, the property of the Company.

Employees should not transmit or otherwise convey e-mail or messenger / 'chat' communications that may be construed as being libellous, harassing or disparaging on the basis of race, colour, sex, sexual preference, marital status, disability, gender or religion.

You should not transmit e-mails with unlicensed software attachments (e.g. .exe files) nor should you open or save any software attachments from e-mails that may be unlicensed or contain viruses, particularly those received from external sources. You should deter your friends and colleagues outside the Company from sending software attachments.

The Company reserves the right to inspect your e-mail files and messenger / 'chat' conversations at any time if there is a suspicion of violation of these rules. We will also conduct routine, random checks on the way that the e-mail system is used to ensure that guidelines are respected at all times.

3.12.2 Computer Security

Overall computer security is the responsibility of the Company H&S Manager. When an employee leaves the Company his/her password and all passwords to which he/she had access will be changed. No software may be downloaded or installed without authorisation from the H&S Manager. Misuse of computers is a serious disciplinary offence and, depending on the circumstances of each case, misuse of a computer system is likely

to be considered gross misconduct and could result in summary dismissal. Misuse amounting to criminal conduct may be reported to the police.

3.12.3 Software

The Company licenses the use of computer software from a variety of outside companies. We do not own this software or its related documentation and, unless authorised by the software developer, we do not have the right to reproduce it except for backup purposes.

With regard to client/server and network applications, you may use the software only in accordance with the license agreements. Only software authorised by the H&S Manager may be loaded onto the Company's personal computers or computer systems and you shall not download or upload unauthorised software over the Internet.

Employees learning of any misuses of software or related documentation within the Company shall notify their Manager.

According to applicable copyright law, persons involved in the illegal reproduction of software can be subject to civil damages and criminal penalties including fines and imprisonment. The Company does not condone the illegal duplication of software. Employees who make, acquire, or use unauthorised copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include summary dismissal.

The Federation Against Software Theft (FAST) can, at any time, audit our software on any PC. Any use of unlicensed software would then result in prosecution for the user as well as the Company.

Any doubts concerning whether you may copy or use a given software programme should be raised with the H&S Manager before proceeding.

3.12.4 Viruses

Virus checks are in place. You are asked to be vigilant about computer viruses that have been widely disseminated across the Internet and e-mail networks. Any indications of new viruses should be reported to the H&S Manager immediately.

Software obtained from any other source, including screen savers and games, whether it is obtained from a friend, a customer, is purchased or apparently purchased from any supplier, must not be loaded on any of the Company's computers or networks unless authorised by the H&S Manager because of the danger that it may contain a dormant virus.

3.12.5 Personal Use of Social Media

Basic Principles

When using social media for business or personal use, be mindful that the information you disclose must not bring the Company or its employees, clients, partners or suppliers into disrepute. Partners or affiliates should not be cited or referenced without their approval. You should never identify a colleague, partner or affiliate by name without their permission and never discuss confidential details of work/projects. Acting in a way that could damage the reputation of the Company, or any of its employees, partners or affiliates, will be regarded as gross misconduct.

Do not blog or post messages anonymously, using pseudonyms or false screen names. We believe in transparency and honesty. Use your real name, be clear about who you are and identify that you work for the Company. Do not say anything that is dishonest, untrue or misleading. If you have a vested interest in something you are discussing, point it out. Remember that what you publish will be around for a long time, so consider the content carefully.

Be respectful. This includes not only the obvious (no ethnic or personal insults, obscenity or engaging in any conduct that would not be acceptable within the workplace), but also proper consideration of privacy and of topics that may be considered objectionable or inflammatory, such as politics and religion. Any offensive comments about the Company, colleagues, or our partners or affiliates may be deemed a disciplinary offence and may amount to gross misconduct.

When you clearly identify yourself with the Company's name and/or discuss your work, you are expected to behave appropriately and in ways that are consistent with our values and policies. Use your best judgement and be sure to make it clear that the views and opinions expressed are yours.

3.12.6 Personal Conduct

Unless you have specifically been asked to use a social website on behalf of the Company, please make sure that your use of social networking sites and blogging does not interfere with your job. If you are unclear on any of the points relating to your use of social media, please contact your Manager for clarification.

3.12.7 Monitoring of Internet Access at Work

The Company reserves the right to monitor employees' Internet usage, but will endeavour to inform an affected employee when this is to happen and of the reasons for it. We consider that valid reasons for checking your Internet usage include suspicions that you have:

- been spending an excessive amount of time viewing websites that are not work-related; or
- have acted in a way that damages the reputation of the Company and/or that breaches commercial confidentiality
- acted in breach of the law.

The Company reserves the right to retain information that it has gathered on employees' use of the Internet for a period of three years.

3.12.8 Disciplinary Action

If the Company monitors employees' Internet use to ensure that it is in accordance with this policy, access to the web may be withdrawn in any case of misuse of this facility. If appropriate, disciplinary action may also be taken in line with our disciplinary policy.

3.12.9 Security and Identity Theft

Employees should be aware that social networking websites are a public forum, particularly if you are part of a "network". You should not assume that your entries on any website will remain private. You should never send abusive or defamatory messages.

You must also be security conscious and should take steps to protect yourself from identity theft, for example by restricting the amount of personal information that you give out. Social networking websites allow people

to post detailed personal information such as date of birth, place of birth and favourite football team, which can form the basis of security questions and passwords. In addition, you should:

- ensure that no information is made available that could provide a person with unauthorised access to the Company and/or any confidential information; and
- refrain from recording any confidential information regarding the Company on any social networking website.

3.13 General Data Protection Regulation (GDPR)

Introduction

The General Data Protection Regulation, part of the Data Protection Bill comes into force on 25th May 2018.

The GDPR 2018 (the Act) contains principles affecting employees' and other personal records. Information protected by the Act includes not only personal data held on computer but also certain manual records containing personal data, for example employee personnel files that form part of a structured filing system. The purpose of these rules is to ensure that you do not breach the Act and that you understand the Company's policy on handling protected data

Purpose

The Company is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations. This policy sets out the Company's commitment to data protection, and your rights and obligations in relation to personal data.

Scope

This policy applies to the personal data of job applicants, employees, workers, contractors and former employees, referred to as HR-related personal data.

Questions about this policy, or requests for further information, should be directed to the HR Department.

3.13.1 Definitions

"Personal data" is any information that relates to an individual who can be identified from that information.

'Processing' is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.

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

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

3.13.2 Data protection principles

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

- The Company processes personal data lawfully, fairly and in a transparent manner;
- The Company collects personal data only for specified, explicit and legitimate purposes;

- The Company processes personal data only where it is adequate, relevant, and limited to what is necessary for the purposes of processing;
- The Company keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay;
- The Company keeps personal data only for the period necessary for processing (see Data Retention Policy) and
- The Company adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage;

The Company will tell you the reasons for processing your personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data related to you for other reasons.

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

We will update all HR related data promptly if you advise us that it is inaccurate.

Personal data gathered during your employment is held in your HR file and on its HR systems. The periods for which the Company holds HR-related personal data are contained in the Data Retention Policy.

3.13.3 Lawful basis for maintaining data

The Company will maintain electronic and manual records relating to all employees. The Company will only hold data it deems necessary for the purposes of managing the employment relationship, complying with relevant legislation and with terms of the employment contract.

3.13.4 Consent

By signing the Statement of Terms and Conditions of Employment and this Handbook or applying for employment with the Company, you give your consent to the Company using personal data and sensitive data which relates to you and/or identifies you, for the purposes of administering this agreement, administering your pay and other benefits, reviewing your performance, undertaking disciplinary action and other action in relation to you, maintaining appropriate employee records, providing references in relation to you, and managing its business. For more information see the Employee Privacy Notice.

You have the right to apply to withdraw your consent at any time. A withdrawal request should be made in writing to the HR Department. Any such application will be considered in line with the requirements of the GDPR and the Company's requirement to use the data to carry out its duties as an employer.

Individual Rights

As a data subject, you have a number of rights in relation to your personal data.

3.13.5 Subject Access Requests

You have the right to make a subject access request. If you make a subject access request, the Company will tell you:

- whether or not your data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from you;
- to whom your data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long your personal data is stored;

- your right to rectification or erasure of data, or to restrict or object to processing;
- your right to complain to the Information Commissioner if you think the Company has failed to comply with your data protection rights; and
- whether or not the Company carries out automated decision-making and the logic involved in any such decision-making.

The Company will also provide you with a copy of the personal data undergoing processing. This will normally be in electronic form if you have made a request electronically, unless you agree otherwise.

3.13.6 Making a Request

To make a subject access request, you should send the request to the HR Department. The Company will normally respond to a request within a period of one month from the date it is received. In some cases, such as where the Company processes large amounts of the individual's data, it may respond within three months of the date the request is received. The Company will write to you within one month of receiving the original request to tell you if this is the case.

If a subject access request is manifestly unfounded or excessive, the Company is not obliged to comply with it. Alternatively, the Company can agree to respond but will charge a fee, which will be based on the administrative cost of responding to your request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the Company has already responded, and you will be notified that no further response will be provided.

3.13.7 Other Rights

You have a number of other rights in respect of your personal data. You can ask the Company to:

- rectify inaccurate data;
- stop processing or erase data that is no longer necessary for the purposes of processing;
- stop processing or erase data if your interests override the Company's legitimate grounds for processing data (where the Company relies on its legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether your interests override the Company's legitimate grounds for processing data.

To ask the Company to take any of these steps, the individual should send the request to the HR Department.

3.13.8 Data Security

The Company takes the security of HR-related personal data seriously. The Company has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties. Where the Company engages third parties to process personal data on its behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and Company measures to ensure the security of data.

3.13.9 Data breaches

If the Company discovers that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. The Company will record all data breaches regardless of their effect.

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

3.13.10 International Data Transfers

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

3.14 Employee Privacy Notice

Introduction

The Company is fully committed to complying with its data protection obligations. This policy set out what personal data is collected by the Company, what it does with that data and how long it will retain the data for.

Scope

This policy applies to the personal data of job applicants, employees, workers, contractors and former employees, referred to as HR-related personal data.

Questions about this policy, or requests for further information, should be directed to the HR Department.

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

3.14.1 What Information Does The Company Collect?

The Company collects and processes a range of information about you.

This includes your name address, and contact details, including email address and telephone number, date of birth and gender;

- the terms and conditions of your employment;
- details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the Company;
- information about your remuneration, including entitlement to benefits such as pensions or insurance cover;
- details of your bank account and national insurance number;
- information about your marital status, next of kin, dependants and emergency contacts;
- information about your nationality and entitlement to work in the UK;
- information about your criminal record if appropriate;

- details of your work schedule (days of work and working hours) and attendance at work;
- details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals, and the reasons for the leave;
- details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;
- assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence;
- information about medical or health conditions, including whether or not you have a disability for which the Company needs to make reasonable adjustments; and
- equal opportunities monitoring information including information about your ethnic origin, sexual orientation and religion or belief.

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

In some cases, the Company may collect personal data about you from third parties, such as references supplied by former employers.

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

3.14.2 Why Does the Company Process Personal Data?

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

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

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

- run recruitment and promotion processes.
- maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights.
- operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace.
- operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes.

- operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled.
- obtain occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled.
- operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the Company complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled.
- ensure effective general HR and business administration.
- provide references on request for current or former employees; and
- respond to and defend against legal claims.

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

Where the Company processes other special categories of personal data, such as information about ethnic origin, sexual orientation or religion or belief, this is done for the purposes of equal opportunities monitoring. This is to carry out its obligations and exercise specific rights in relation to employment.

3.14.3 Who Has Access to Data?

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

The Company shares your data with third parties in order to obtain pre-employment references from other employers. The Company may also share your data with third parties in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements.

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

What If You Do Not Provide Personal Data?

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

Certain information, such as contact details, your right to work in the UK and payment details, have to be provided to enable the Company to enter a contract of employment with you. If you do not provide

other information, this will hinder the Company's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

3.14.4 Automated Decision-Making

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

3.15 Data Retention Policy

The Company has a responsibility to look after the information which we collect about individuals, whether our customers, employees, or people browsing our websites. The General Data Protection Regulation and Employee Privacy Notice set out the general principles that apply when we collect and use personal information. The Company will only keep personal information for as long as it needs to. If we don't need the personal information anymore, we must delete it or anonymise it. This Data Retention Policy sets out a process for the retention and disposal of personal information to help us comply with the retention principle. In practice this means ensuring we only keep personal information for as long as it is needed for the purpose for which it was collected (or for a further permitted purpose) and also:

- retain potential evidence that may be required in the course of litigation;
- securely destroy outdated records;
- optimise the use of space; and
- minimise the cost of record retention.

This Policy will (a) assist you in understanding the different categories of personal information retained by the Company and (b) explain the retention guidelines for different categories of personal information.

All employees who have responsibility for the categories of personal information covered in this Policy should ensure that the personal information is deleted within the time periods specified below. The only exceptions are where one of the 'Exceptions to this Policy' (Section 2) applies or if the Company instructs you to observe a different retention period because of a conflicting legal obligation to which the Company is subject.

Any employee who fails to comply with this Policy may be subject to disciplinary action, up to and including dismissal. You should immediately contact [a Director / HR] if you become aware of a breach or potential breach of this Policy.

3.15.1 Exceptions to this policy

i. Litigation

The Company may be legally required to retain personal information for longer periods where the personal information relates to anticipated or current litigation or other legal proceedings. Often referred to as a 'Litigation Hold', this is a legal obligation which overrides any retention period which would otherwise apply to the personal information.

If you are aware of any anticipated or current litigation relating to the personal information, or in the event of a 'Litigation Hold', you should immediately suspend deletion of the personal information. Failure to comply with a Litigation Hold could expose the Company to serious legal consequences. Files and documents relating to current or pending litigation should be kept until any dispute is fully resolved and is not open to an appeal.

ii. Statistical Analysis of Personal Information

Personal information may be stored for longer periods where it will only be processed for statistical or research purposes and where appropriate technical and organisational safeguards are in place, for example, where the personal information is pseudonymised, and where the processing is not used to reach a decision affecting a particular individual. Where statistical analysis is applied to the personal information and appropriate safeguards such as pseudonymisation are in place then the retention periods stated below will not apply to that personal information and it may be kept for a longer period where there is an ongoing need to do so. Retention would still, however, be subject to important considerations for the Company such as retaining up-to-date records, optimising the use of space and minimising the cost of data retention.

Personal information which is anonymised is not subject to the Company's Data Protection & Privacy Policy and therefore the retention periods in this Data Retention Policy will not apply to it.

3.15.2 Retention of personal information

Under data protection law, the Company is prohibited from retaining personal information for longer than is necessary for the purpose or purposes for which it was obtained.

Retention periods for categories of personal information

Category of Data	Retention Period
Job applications, CVs and interview notes of successful job candidates	[Duration of employment plus 7 years]
Job applications, CVs and interview notes of unsuccessful job candidates	[7 months (unless permission obtained to keep their CV 'on file')]
Personnel file (paper and electronic)	[Duration of employment plus 7 years]
Records relating to sick leave and absence	[Retain on Personnel File]
Criminal background checks	[Retain on Personnel File if they relate to a successful candidate. If the checks relate to an unsuccessful candidate then the retention period is 18 months]
Disciplinary Notes	[Retain on Personnel File or remove after fixed period of time communicated to the individual (e.g. written warning)]
Pension Information	[Pensions files are, usually, held by or on behalf of the Trustees of the relevant pension schemes (who are the data controller in respect of information contained in Pensions Files) and not by [XXX]. Some pension related information may be included in the Personnel file.]

3.16 Termination of Employment

This employment is subject to each party's right to terminate in accordance with the terms cited within the Statement of Terms and Conditions of Employment.

3.17 Parental Leave

Parental leave is unpaid leave which is planned in advance to allow a parent to look after a child's welfare e.g. settle into a new school and spend more time as a family.

3.17.1 Qualifying for Parental Leave

- You must have been continuously employed for not less than 1 year (service with another employer may also count.)
- You are named on the child's birth or adoption certificate or you have or expect to have parental responsibility for the child
- You are not self employed or a 'worker'
- You are not a foster parent

3.17.2 Provisions for Parental Leave

Parental Leave is an entitlement of up to 18 weeks* of unpaid leave that employees with parental responsibilities can take in connection with caring for a child / children. This leave can be taken within the first 18 years after a child is born / placed for adoption. This entitlement can be taken for each child (including twins, triplets etc.)

Parental Leave can be taken in addition to paid Paternity and Maternity Leave.

- You will remain employed during the parental leave, but you will not be paid.
- You may take your parental leave in blocks of 1 week upwards. *
- You may not take more than 4 weeks' parental leave in respect of any one child during a particular year.
- You must give your manager at least 21 days written notice of the dates on which the period of leave is to begin and end.
- The earliest you can take parental leave is from the date of childbirth, or date of adoption placement. You will also be required to give your manager at least 21 days notice of the expected week of childbirth / adoption date and advise him / her of the dates that your leave will start and end.

* Should you need time off work to deal with an emergency arising in connection with a child, (which usually occurs without you being able to give the required notice for parental leave), then this should be given as time off for dependents.

You will be requested to provide evidence of the child's date of birth or date of placement for adoption and, where applicable, of the child's entitlement to a disability living allowance.

3.17.3 Postponement of Parental Leave.

Leave can't be postponed (delayed) if:

- the Company doesn't have a 'significant reason', e.g. it would cause serious disruption to the business
- it's being taken by the father or partner immediately after the birth or adoption of a child
- it means an employee would no longer qualify for parental leave, e.g. postponing it until after the child's 18th birthday

If it's postponed, the Company:

- must write explaining why within 7 days of the original request
- suggest a new start date - this must be within 6 months of the requested start date
- can't change the amount of leave being requested

3.18 Leave of Absence

From time to time it may be necessary for employees to take a leave of absence and the Company's policy permits this for training with HM Forces Volunteer Reserve, for Jury Service and for employees who are recalled to the Armed Forces. Other requests for leave of absence leave will be considered on their individual merits.

3.19 Bereavement/Compassionate Leave

All requests for compassionate leave will be considered on their own merits.

3.20 Flexible Working

The Company recognises that flexible working can be beneficial for both parties and it will consider any request for flexible working fully and fairly.

3.20.1 Making a Flexible Working Request

All employees with 26 weeks service or more are able to submit a request for flexible working. This is list not exhaustive but the Company views flexible working as any of the following.

- Part time working
- Compressed hours
- Job sharing
- Working from home
- Flexi-time

Your request must be in writing and it should contain the following information.

- The date of your application.
- When you would like any agreed changes to come into effect.
- The change to your working pattern and how it might fit with the Company's working practices.
- If you have previously made a statutory working request to the Company and the date of that request*.
- If your request includes, or is for the purpose of reasonable adjustments for, a disability under the Equality Act 2010.

You should submit your request to your Manager in the first instance.

*You may only make one request in any twelve-month period

3.20.2 Considering a Request

The Company will ensure that any such requests are dealt with as soon as it is practicable. This will normally be within 10 working days. If appropriate, your Manager will arrange a meeting with you to discuss your request. Your Manager may be accompanied by an HR representative. You may bring a work colleague or Trade Union representative with you if you wish. If you are not able to attend the first suggested meeting, another will be arranged. If you are not able to attend this meeting, without good reason, the Company will deem the request as withdrawn.

The purpose of the meeting will be to explore your proposed changes and how they may fit in with current working practices.

Following the meeting, the Company will consider if your proposed changes can be accommodated. It will take the following business reasons into consideration:

- If the burden of any additional costs is acceptable to the Company.
- The ability to organise work amongst existing staff.

- The ability to recruit additional staff (if required).
- If the changes will have a detrimental effect on quality.
- If the changes will have a detrimental effect on the Company's ability to meet customer demand.
- Any likely effect on the performance of the team or the Company as a whole.
- If there is sufficient work in the periods in which you have proposed to work.
- If the Company has any forthcoming structural changes that may be detrimentally affected by your proposed changes.

3.20.3 Handling Multiple or Conflicting Requests

If you have submitted a request after an application from a colleague has been formally agreed, the Company will consider revisiting the first request but there is no obligation on the Company to revoke the recently agreed arrangements.

The Company will consider each request on its own merits. If it is not possible to agree both requests due to one of the above stated business reasons, your Manager will speak with you to establish if a compromise or adjustment can be made.

If this is not possible, the Company may consider one of the following actions, although this is not exhaustive:

- Choosing a name at random.
- Asking for volunteers with existing flexible arrangements to change their working patterns in order to accommodate the new request(s).

Once a decision has been made, you will be notified in writing. If your request has been agreed, you will receive a new contract of employment to sign. The Company may impose a trial period and the contract will state the right to revert to your original working patterns should the new arrangements not work in practice.

3.20.4 Appeals Procedure

If your application has been rejected or modified, and you wish to appeal against the decision, you should do so in writing within five working days of the date of the decision letter. An appeal will be held by an impartial Manager (where practicable) and would normally be completed within 10 working days. You may be invited to a further meeting to discuss the grounds of your appeal or to seek clarification of anything which is unclear. Your Manager may be accompanied by an HR representative. You may bring a work colleague or Trade Union representative with you if you wish.

The Company will endeavour to complete the entire process within three months including any appeal. If this is not possible, it will seek your agreement to an extension.

3.21 Lone Working

It may be necessary for an employee to work alone from time to time. Where lone working is necessary, the Company will take all reasonable steps to ensure the health and safety of employees working alone.

Our procedure is as follows:

The responsible Manager will ensure that:

- emergency procedures are in place so that members of staff working alone can obtain assistance if required;

- any employee working alone is capable of undertaking the work alone; and
- persons working alone are provided with adequate information, instruction and training to understand the hazards and risks and the safe working procedures associated with working alone.

Employees working alone will:

- follow the safe working arrangements developed by the Company and the building owners for lone working;
- take reasonable steps to ensure their own safety; and
- inform their Manager of any incidents or safety concerns.

3.22 Holidays

The Company's holiday year runs from 1 April to 31st March.

Holidays will be taken at times mutually agreed between you and your Manager, and should be agreed with your Manager BEFORE booking flights etc. Under normal circumstances you will be permitted to take a maximum of two consecutive weeks of holiday during any holiday year. One calendar month's notice must be given of any proposed holiday of one week or more in duration.

Holidays not taken by the end of any holiday year, except where they have been deferred at the request of the Company, may not be carried forward into the following year nor will any payment be made in lieu of entitlement not taken.

The Company reserves the right to observe additional Bank Holidays at its discretion.

Where any of the eight customary public holidays fall during any part of your annual holiday, then such days will not count against your annual holiday entitlement. The Company reserves the right to nominate up to three days annual leave to be deducted from your annual entitlement.

You will not be permitted to carry over any unused holiday except where you have express written permission from the Managing Director. There will not, however, be any entitlement to a payment in lieu of holidays which would have been accrued during your notice period should you decline to work your notice period. Should holidays taken at the time of leaving exceed holidays accrued, the salary equivalent to excess holidays taken may be deducted from your final salary payment.

Employees due to retire will be allowed to take holidays in the year in which they retire on the basis of accrued holiday entitlement to the date of retirement. In the case of employees leaving on retirement a payment in lieu of outstanding holidays due and not taken will be made, subject to the employee's agreement.

The Company will not ask about your religion and will not discriminate against anyone wishing to celebrate their festivals. You are required to use part of your normal holiday entitlement to cover time off for these.

3.23 Whistle-blowing

The Company is firmly committed to ensuring that all policies and procedures are adhered to. We will not tolerate wilful breaches of practice and will treat any reports of wrongdoing very seriously and take appropriate action. However, to be able to do this, we must be aware of the wrongdoing. Failure to report malpractice could result in serious injuries, fines etc., and it is crucial that we are advised.

All employees must use the following procedure to report any malpractice. In the first instance, such incidents should be reported to your Manager. They will then be responsible for discreetly investigating the incident and taking any necessary corrective procedures. During the investigation we will protect you against any recrimination. Provided your disclosure has been made through the correct channels and in good faith, you will be protected from any discrimination or termination of employment as a result of the disclosure.

3.24 Salaries

Salaries are paid weekly and paid in lieu of a week, salaries are also paid monthly on a calendar month basis covering the first to the last day of the month. They are paid into a bank or building society account in the United Kingdom (as nominated by you) on or before the last day of the month to which they refer. Similarly, overtime, sick & holiday pay will be paid/deducted at the end of the month, following the month in which it was accrued.

National Insurance contributions, Income Tax and any other deductions authorised by you or by law [from time to time] are deducted from your salary payments, as stated above.

Salaries are reviewed on an on-going basis. Such reviews will take into consideration the circumstances prevailing at the time.

3.25 Change in Appointment or Salary

Any changes in employment or salary will be notified to you in writing. In order for the change to take effect and become part of your Terms & Conditions of Employment, you must sign for the amendment(s), ensuring that the Company receives a signed copy.

3.26 Accident Reporting

All accidents, however slight, sustained on company premises or on company business must be reported without delay to your Manager/branch administrator and Company Insurance Broker so that details may be recorded in the accident book. Any accident involving a driver or passenger in a company vehicle must also be reported to our Insurance Broker.

3.27 Driving on Company Business

3.27.1 Driving Licence

If your job requires you to move or drive a vehicle on or off site, you must hold a current and valid driving licence. Should you gain any penalties or lose your licence for any reason this information must be given to the Company immediately. If you are unable to carry out your duties without a full driving licence, then it may be necessary to terminate your employment. It is company policy to review driving licences at least annually and an employee requested to produce a licence is required to do so within 72 hours of such a request.

If you drive your own vehicle, you must ensure that your driving licence covers the classification of vehicle you are requested to drive. You must also ensure that any vehicle you may drive in the course of your employment has a valid insurance policy covering you and the Company against all risks in respect of which insurance is compulsory and you must produce evidence of such insurance to the Company on request. Where you use your own vehicle for company business we will reimburse you in accordance with our rules and allowances, provided that such use has received our prior approval.

If you drive a company vehicle, you must comply with our insurance policy's terms and conditions, details of which are held by the Transport Manager. Failure to complete an accident claim form and/or to provide all material facts may render you liable for the costs of any damage caused to company/customer vehicles and/or other property.

You are responsible for the first £250 of any accident damage, these costs will be deducted from your salary. If the accident damage is caused by your negligence the company reserves the right to charge you the full cost of repairs, or any costs charged to the company as a result of your negligence, such costs to be deducted from your salary

3.27.2 Company Cars

The Company, at its discretion, may allocate a Company Vehicle to an employee who is required by the nature of his/her job to travel high mileages regularly on company business. The allocation of a Company vehicle does not form part of your Terms and Conditions of Employment and, when provided, the car is to enable you to perform your duties properly. The allocation of a company vehicle will require the Company to declare such benefit to HMRC via a P11D declaration.

3.27.3 Persons Authorised to Drive

Suitably licensed and authorised employees can drive on company business. Your spouse, partner or same sex partner living at the same address may be added to the Company's insurance policy, subject to prior approval by a Director.

3.27.4 Petrol

Petrol is provided for business use only.

3.27.5 General

- You are responsible for carrying out routine checks to include: engine oil level, radiator water level, tyre pressures and wear (including spare wheel) and battery level if necessary. You should also ensure that anti-freeze strength is checked on or about 1st October annually and that you make arrangements for regular servicing at the Company's workshops.
- Cars must be kept in a clean and presentable condition at all times.
- Driving licenses must be available for inspection by the Company as and when requested.
- The Company does not accept responsibility for any tax liability arising from the private use of the car other than as required by the Inland Revenue to deduct from the employee via "Tax at Source".
- Fines for parking, congestion charges (save those incurred on company business) and for traffic offences must be paid by the employee. Any administration charges incurred by the Company must also be paid for by you. You hereby authorise the Company to deduct any such liabilities from your salary if not paid.
- It is essential that drivers are fit to drive and are alert at all times. You must notify the relevant Manager of any changes in your health status which may affect your ability to drive. The Company's Insurance Broker must also be advised.

3.28 Use of Mobile Phones whilst Driving

Under no circumstances should you accept a call from anybody whilst driving your own or a Company vehicle. If a call is received, you should find a safe place to stop or wait until reach your destination to return the call. It is illegal to drive whilst holding a mobile phone or similar device. Accordingly, you must never attempt to text or use a hand-held phone in any other whilst driving. Any deviation from the policy will result in disciplinary action.

3.29 Rail and Air Travel

Employees travelling by air on company business will travel economy (or equivalent) class. If you are travelling by train on company business, you will travel standard class. Any such travel on company business will be reimbursed provided that such travel has received prior authorisation from your Manager.

3.30 Consumption of Alcohol, Use of Non-Medicinal Drugs & Solvent Abuse

The use of non-medicinal drugs and solvent abuse anywhere on the Company's premises is strictly forbidden and use of such would be treated as gross misconduct. The consumption of alcohol on the Company's premises is only allowed with the express permission of a Director.

3.31 Smoking Policy

Smoking is only permitted as allowed by law in designated areas. Smoking is NOT permitted by law in the workplace (including Canteen, Reception, loan cars, customer cars and the like). For the avoidance of doubt, this will include pipes and cigarettes, lit or unlit.

Smoking outside the Company's office buildings is to be restricted to periods prior to clocking on for work, for tea and lunch breaks and after clocking off work. You should be mindful that you may be observed by customers entering and leaving the premises and should therefore act in a professional manner and dispose of your waste in the facility provided. Failure to observe these rules will be treated as misconduct and dealt with in accordance with our disciplinary procedures.

This policy also applies to the smoking of electronic cigarettes.

Employees who have difficulty observing these requirements should immediately discuss their concerns with their Manager.

3.32 Intellectual Property Rights

Intellectual Property Rights include all copyrights, patents, trademarks, rights in design, software database rights, goodwill, in each case whether registered or the subject of a pending application for registration, all legal rights protecting the confidentiality of any information or materials and all other rights of a similar nature anywhere in the world in any work created by the employee during their employment relating to the Company.

The employee agrees that the Company is the sole owner of all Intellectual Property Rights with full title guarantee, the entire copyright (including future copyright) and all other rights and interests of the business of the Company together with the right to take proceedings and recover damages for past infringements for the full period of copyright and all revivals.

The employee waives all moral rights conferred by the Copyright Designs and Patents Act 1988 and all other moral and author's rights of a similar nature under the laws of England and any other jurisdiction.

3.33 Expenses

Reasonable expenses incurred during the carrying out of your duties will be reimbursed to you by the Company. No expense in excess of £250 should be incurred before it has been authorised by the Finance Manager

All expenses claimed should be submitted with relevant receipts 10 days before the end of the month in order to be paid that month. Should you wish for these expenses to be paid into an account other than that of your salary, please provide the Company with the relevant details.

4. Family Friendly Policies

4.1 Maternity Leave Policy

4.1.1 Introduction

It is the policy of the Company to ensure that, as far as possible, employees are able to combine their career and family responsibilities. The Company recognises that parenthood brings additional responsibilities. We value the contributions of our female staff and every effort is made to encourage women to return to work from Maternity Leave.

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.

4.1.2 Statutory Maternity Pay

An employee will be entitled to SMP if she fulfils the following criteria:

- she is still pregnant 11 weeks before the start of the EWC, or has already given birth;
- she has given 28 days' notice of her maternity leave (unless with good reason);
- she has provided medical evidence with a form (MATB1);
- she has been employed continuously for 26 weeks up to and including her Qualifying Week (the 15th week before the EWC); and
- her average weekly earnings are at least equal to the lower earnings limit for National Insurance (NI) purposes in the relevant period.

Eligible employees will be entitled to SMP for a period of 39 weeks at the following rate:

- for the first 6 weeks, at the rate of 90 percent of normal weekly earnings; and
- for the remaining 33 weeks, either 90 percent of normal weekly earnings or the standard rate of SMP, whichever of these is lower. SMP is paid at a rate set by the Government for the relevant tax year.

Employees who are not eligible for SMP may be entitled to claim Maternity Allowance (MA), which is payable directly by the Government. An employee who is not entitled to SMP will be given a form SMP1 to allow her to make a claim for MA.

Payment of SMP cannot start prior to the 11th week before the employee's EWC.

4.1.3 Returning to Work

Before going on maternity leave, the Company will have advised the employee of the date on which she is expected to return to work if she takes her full entitlement to OML and AML. The employee is expected to return on that date unless she advises the Company otherwise. If the employee wishes to return to work earlier than the expected return date, she must give the Company at least eight weeks' notice of her date of early return. If the employee decides not to return to work after maternity leave, she must give notice of resignation in accordance with the terms of her contract.

4.2 Adoption Leave

4.4.1 Entitlement

In order for staff to be eligible for Adoption Leave they must meet the following requirements:

- be newly matched with a child for adoption by an approved adoption agency;
- have been continuously employed by the Company for at least 26 weeks before being notified by the adoption agency of having been matched with a child;
- have agreed with the adoption agency that a child should be placed with them for adoption;
- be able within 7 days of being notified by the adoption agency of being matched with a child to provide the Company with documentation issued by the adoption agency which contains:
 - o the name and address of the adoption agency;
 - o the name and date of birth of the child;
 - o the date on which the employee was notified of being matched with the child; and
 - o the date on which the agency expects to place the child with the employee.

Please note that employees will not be eligible for Adoption Leave where the child is not newly matched for adoption.

4.4.2 Provision

Adoption Leave Period – Ordinary Adoption Leave

All employees are entitled to a maximum of 26 weeks' Ordinary Adoption Leave ("OAL") and 26 week's Additional Adoption Leave ("AAL"). For 39 weeks of this 52-week period, employees are also entitled to receive Statutory Adoption Pay ("SAP").

Where a couple is adopting a child either one of them but not both can take Adoption Leave. The partner that is not taking adoption leave may however be eligible for Parental Leave.

Employees can change the date on which their Adoption Leave is to start by giving at least 28 days' notice to their Manager.

4.4.3 Statutory Adoption Pay

An employee will be entitled to SAP if they fulfil the following criteria:

- they have elected to take Adoption leave;
- they have given 28 days' notice of Adoption Leave (unless with good reason);
- they have provided the Company with the required information;
- they have been employed continuously for 26 weeks before being notified of the match with the child; and
- they have had average weekly earnings above the Lower Earnings Limit for the payment of National Insurance Contributions.

EITHER

Eligible employees will be entitled to SAP for a period of 39 weeks at either 90 per cent of their normal weekly earnings or £138.18 per week, whichever of these is lower.

OR

Eligible employees will be entitled to SAP for a period of 39 weeks at the following rate:

For the first 6 weeks, at the rate of 90 per cent of normal weekly earnings; and

For the remaining 33 weeks, either 90 per cent of normal weekly earnings or £138.18 per week, whichever of these is lower.

5. Right to Vary

The Company reserves the right to vary the policies and procedures within this handbook without prior notice. Confirmation will be provided by issuing a new version, highlighting the amended areas.

6. Staff Acknowledgement

I confirm that I have read understood and agree to the conditions as stated in this handbook and understand that the version of this handbook that applies will be the latest version issued.

Version No:

Signature:

Name (please print)

Date