



**TREATMENTS**

**Guidance for Employees  
Company Rules, Policies and Procedures**

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## General Information

This handbook has been designed to provide employees with information about their terms and conditions of employment, employee benefits and the main policies and procedures which affect your employment with the Company. The information is applicable to all employees unless otherwise stated.

The Company reserves the right to review, revise, amend or replace the contents of this handbook and to introduce new policies from time to time to reflect the changing needs of the business. Any changes to the personnel policies and procedures will be communicated to employees to ensure employees have the up to date information.

The information in this handbook supports your individual contract of employment, which contains information specific to your own employment with the Company such as salary and holiday entitlement. The employee handbook is not contractual unless stated otherwise. You will find that the handbook provides you with a summary or guidelines regarding particular policies and procedures. Where this is the case it will indicate how to obtain full copies of these documents if you wish to do so.

We hope that you will find the information in this handbook useful. It will be reviewed on a regular basis and any suggestions for additions or improvements will be very welcome.

## General Rules

1. All authorised notices displayed throughout the Company are expected to be observed.
2. Employees are expected to act wholeheartedly in our best interests at all times. Any conduct that has a detrimental effect upon our interests or our relations with other employees, clients, suppliers, the general public or is damaging to our public image, may lead to disciplinary action being taken.
3. No confidential information relating to our organisation, clients or suppliers should be disclosed to any third party at any time, either during or after employment. This includes removing or copying documents, electronic data or tangible items that belong to the Company and which contain any confidential information. If employment terminates for any reason, then the employee must immediately return any such items that are in their possession.
4. If employees have other employment in other establishments, they should ensure that this does not affect the standard of their performance with the Company. Any such additional employment must be notified to their manager.
5. In order that we are able to ensure that we comply with any statutory obligations, employees must disclose details of any criminal or civil proceedings brought against them, either before or during their employment.
6. Employees must not speak or communicate with the press or broadcasting media on any matters relating to our organisation. All such communications will be made solely by a nominated spokesperson.
7. Employees who find any item of lost property on the premises are required to bring it to our attention immediately, so that we can attempt to return it to the owner.
8. Any employee who receives a gift, other than one of a nominal nature from a business contact (e.g. Client or suppliers, potential or actual), must disclose the details so that we can determine whether it should be accepted. Similarly, any gifts to business contacts from employees must be disclosed in the same way.
9. We recognise that employees sometimes incur personal expenses during the course of their employment, including travel and overnight expenses. All expenses should be approved before they are incurred, either through the employee's contractual provisions or by agreement from their manager. All unauthorised expenses shall be the sole responsibility of the employee. In order to claim expenses; full details should be given on the appropriate expense claim form and submitted for payment on a monthly basis. For all items that are being claimed, relevant receipts must be attached. All claims should be made within three months of the expenditure occurring or when requested by their manager.
10. To ensure maximum efficiency or to meet unforeseen circumstances, employees are employed on the basis that they must be prepared to undertake all reasonable requests to carry out duties other than those for which they have been specifically engaged.

11. Occasionally, changes to the nature of our business may make it necessary for the Company to discuss with individual employees the feasibility of carrying out alternative roles within their employment. Employees are encouraged to embrace such changes and to develop new skills and experience.
12. The Company reserves the right to review, revise, amend or replace the contents of this handbook and to introduce new policies from time to time to reflect the changing needs of the business.

## Equal Opportunities Policy

1. As an equal opportunities employer, our policy is that no employee, worker or applicant for employment will receive less favourable treatment than another person on the grounds of their race, (including colour, nationality, ethnic or national origin), religion or religious belief, sex, marital status, gender reassignment, sexual orientation, trade union membership, pregnancy and maternity, age or disability. No employee or applicant for employment will be discriminated against or disadvantaged by any condition or requirement that is not justified by the genuine needs of the job or the organisation. We recognise the nine protected characteristics of the Equality Act 2010 and apply the provisions of the Act in full in all areas of our organisation.
2. This policy is relevant to all areas of employment, but in particular in relation to:
  - Recruitment and selection processes, practices and procedures within the Company
  - Job descriptions and job specifications in all areas
  - Training and career development opportunities available to all employees
  - Terms and conditions of employment for all employees
  - Access to employee benefits and facilities
  - Application of all policies and procedures including grievance, disciplinary and redundancy policies or procedures
3. We view this policy as an important issue as it covers all of our employees and workers, regardless of position or status.
4. It is the responsibility of all employees to ensure its observance. Any breaches of this policy will be treated extremely seriously by the Company. Conduct by employees and workers during the course of their employment that constitutes discrimination on the above grounds, will be considered to be gross misconduct and will lead to dismissal.
5. We will review this policy on a regular basis and will implement changes where necessary to improve equality of opportunity. This commitment applies to all our employment policies and procedures, across our organisation, not just those specifically connected with equal opportunities. We will ensure this policy is reviewed to take account of the development of systems for information recording, monitoring and employee training.
6. To achieve these aims, the Company intends to take steps to ensure that the principles of this policy dictate our strategy and all policies and procedures are regularly monitored and reviewed.
7. We will monitor diversity at every stage of employment to minimise the risk of any direct or indirect discrimination. We will challenge and investigate discriminatory behaviour and enforce the disciplinary procedure, when this is considered necessary.
8. Our intention is to communicate and regularly review the positive initiatives that have been implemented. The Company intends to support and uphold the communities in which we live and work to ensure that we are involved and to ensure that the Company keeps abreast of the necessary issues and best practice.

## Annual Leave Policy

1. The written statement of main terms and conditions of employment outline the Company holiday year. This is the twelve-month period during which employees accrue their holidays.
2. Holiday entitlement is confirmed within the statement of main terms and conditions of employment.
3. All holiday dates must be agreed with employee's manager in advance of the holiday days requested. Employees must give as much notice as possible of the holiday days and in any event at least twice the notice as the number of days/weeks requested. No more than two weeks can be taken at any one time during the holiday year.
4. Holiday dates will be agreed after taking into account the needs of the business and its clients and ensuring that the minimum staffing levels needed to provide the best services to our clients are maintained.
5. The Company must approve all holiday requests in advance; therefore, employees must not book a holiday until the request for the time off has been authorised. The Company will not be liable for any costs incurred due to holiday days not being approved.
6. Any holidays taken without prior permission will lead to disciplinary action being taken. The disciplinary procedure could be invoked, and the employee could be dismissed where an employee requests a holiday, which is refused, and then the employee subsequently takes that holiday without permission.
7. Employees will be notified on an annual basis of any need to reserve any days of their entitlement for holiday shutdown periods.
8. Employees may be required to work on Bank or Public holiday. Payment will be made at time and a half for the first 8 hours and an additional day of holiday will also be granted.
9. Where an employee is sick while on authorised holiday they will be considered to be on holiday leave and not on sick leave, unless specifically supported by Doctor's certificate (for the period of illness) and it is agreed by a Director.
10. On termination of employment, employees are entitled to receive payment for all unused accrued holidays for the current holiday year only. The Company reserves the right to require employees to take any unused annual leave within their notice period.
11. Any payments of holiday pay made to employees in excess of the amount accrued on termination of employment, will be deducted in full from the final monies due on termination. Where the amount of the overpayment exceeds any final payment, employees must reimburse the Company immediately.

## Personal Records, Confidentiality and Data Protection Policy

1. All employees must notify the Company of their permanent home address, telephone number, next of kin, bank branch and account number.
2. It is important that changes in personal circumstances are notified immediately to management. These include changes to the following:
  - Name
  - Address / telephone number
  - Dependants
  - Persons to be notified in case of emergency
  - Bank details for salary payments
  - Tax code
  - Personal email address.
3. All employees are also reminded that the nature of their work means that they will become party to information that is of a sensitive and confidential nature. In particular, employees are reminded that they should not discuss any aspect of any client's affairs or matters outside work and must not become involved in gossip involving clients whilst in work as such conversations can be overheard and could result in a serious breach of privacy and confidentiality which could affect the relationship with the client.
4. Some employee records are kept on computer. In accordance with the provisions of Data Protection legislation, employees may request a printout of the information held on computer. The information held by the company about employees will be made available to the employee on request, together with a description of the purposes for which the company keeps this information, and to whom it may be disclosed. Periodically, employees will be asked to check the data held by the company.
5. The Company is under an obligation to comply with the Data Protection legislation. The full GDPR policy statement is set out below.

## GDPR Privacy Standard

### Introduction

1. This Privacy Standard sets out how we handle the personal data of our customers, suppliers, employees, workers and other third parties.
2. This Privacy Standard applies to all personal data we process regardless of the media on which that data is stored or whether it relates to past or present employees, workers, customers, clients or supplier contacts, shareholders, website users or any other data subject.
3. This Privacy Standard applies to all Company personnel. You must read, understand and comply with this Privacy Standard when processing personal data on our behalf and attend training on its requirements. This Privacy Standard sets out what we expect from

you in order for the Company to comply with applicable law. Your compliance with this Privacy Standard is mandatory. Any breach of this Privacy Standard may result in disciplinary action.

#### Scope

4. We recognise that the correct and lawful treatment of personal data will maintain confidence in the organisation and will provide for successful business operations. Protecting the confidentiality and integrity of personal data is a critical responsibility that we take seriously at all times.
5. The Company is responsible for overseeing this Privacy Standard. Please contact a member of the Senior Management Team with any questions about the operation of this Privacy Standard or the GDPR, or if you have any concerns that this Privacy Standard is not being or has not been followed.
6. In particular, you must always contact a member of the Senior Management Team in the following circumstances:
  - If you are unsure of the lawful basis which you are relying on to process personal data
  - If you need to rely on consent and/or need to capture explicit consent
  - If you are unsure about the retention period for the personal data being processed
  - If you are unsure about what security or other measures you need to implement to protect personal data
  - If there has been a personal data breach
  - If you need any assistance dealing with any rights invoked by a data subject
  - If you need help complying with applicable law when carrying out direct marketing activities
  - If you need help with any contracts or other areas in relation to sharing personal data with third parties

#### Personal Data Protection Principle

7. We adhere to the principles relating to Processing of Personal Data set out in the GDPR which require personal data to be:
  - Processed lawfully, fairly and in a transparent manner (lawfulness, fairness and transparency)
  - Collected only for specified, explicit and legitimate purposes (purpose limitation)
  - Adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (data minimisation)
  - Accurate and where necessary kept up to date (accuracy)
  - Not kept in a form which permits identification of data subjects for longer than is necessary for the purposes for which the data is processed (storage limitation)
  - Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage (security, integrity and confidentiality)
  - Not transferred to another country without appropriate safeguards being in place (transfer limitation)

- Made available to data subjects and data subjects allowed to exercise certain rights in relation to their personal data (data subject's rights and requests)
8. We are responsible for and must be able to demonstrate compliance with the data protection principles listed above (accountability).

#### Lawfulness, Fairness, Transparency

9. Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.
10. You may only collect, process and share personal data fairly and lawfully and for specified purposes. The GDPR restricts our actions regarding personal data to specified lawful purposes. These restrictions are not intended to prevent processing but ensure that we process personal data fairly and without adversely affecting the data subject.
11. The GDPR allows processing for specific purposes, some of which are set out below:
- The data subject has given his or her consent
  - The processing is necessary for the performance of a contract with the data subject
  - To meet our legal compliance obligations
  - To protect the data subject's vital interests
  - To pursue our legitimate interests for purposes where they are not overridden because the processing prejudices the interests or fundamental rights and freedoms of data subjects
  - The purposes for which we process personal data for legitimate interests need to be set out in applicable Privacy Notice or Fair Processing Notices
12. You must identify and document the legal ground being relied on for each processing activity.

#### Consent

13. A data controller must only process personal data on the basis of one or more of the lawful bases set out in the GDPR, which include consent.
14. A data subject consents to processing of their personal data if they indicate agreement clearly either by a statement or positive action to the processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity are unlikely to be sufficient. If consent is given in a document which deals with other matters, then the consent must be kept separate from those other matters.
15. Data subjects must be easily able to withdraw consent to processing at any time and withdrawal must be promptly honoured. Consent may need to be refreshed if you intend to process personal data for a different and incompatible purpose which was not disclosed when the data subject first consented.
16. Unless we can rely on another legal basis of processing, explicit consent is usually required for processing sensitive personal data. Usually we will be relying on another legal basis (and not require explicit consent) to process most types of sensitive data. Where explicit

consent is required, you must issue a fair processing notice to the data subject to capture explicit consent.

17. You will need to evidence consent captured and keep records of all consent so that the Company can demonstrate compliance with consent requirements.

#### Transparency (notifying data subjects)

18. The GDPR requires data controllers to provide detailed, specific information to data subjects depending on whether the information was collected directly from data subjects or from elsewhere. Such information must be provided through appropriate Privacy Notices or Fair Processing Notices which must be concise, transparent, intelligible, easily accessible, and in clear and plain language so that a data subject can easily understand them.
19. Whenever we collect personal data directly from data subjects, including for human resources or employment purposes, we must provide the data subject with all the information required by the GDPR including the identity of the data controller and DPO, how and why we will use, process, disclose, protect and retain that personal data through a Fair Processing Notice which must be presented when the data subject first provides the personal data.
20. When personal data is collected indirectly (for example, from a third party or publicly available source), you must provide the data subject with all the information required by the GDPR as soon as possible after collecting/receiving the data. You must also check that the personal data was collected by the third party in accordance with the GDPR and on a basis which contemplates our proposed processing of that personal data.

#### Purpose Limitation

21. Personal data must be collected only for specified, explicit and legitimate purposes. It must not be further processed in any manner incompatible with those purposes.
22. You cannot use personal data for new, different or incompatible purposes from that disclosed when it was first obtained unless you have informed the data subject of the new purposes and they have consented where necessary.

#### Data Minimisation

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

## Accuracy

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

## Storage Limitation

29. Personal data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed.
30. You must not keep personal data in a form which permits the identification of the data subject for longer than needed for the legitimate business purpose or purposes for which we originally collected it, including for the purpose of satisfying any legal, accounting or reporting requirements.
31. The Company will maintain retention policies and procedures to ensure personal data is deleted after a reasonable time for the purposes for which it was being held, unless a law requires such data to be kept for a minimum time.
32. You will take all reasonable steps to destroy or erase from our systems all personal data that we no longer require in accordance with all the Company's applicable records retention schedules and policies. This includes requiring third parties to delete such data where applicable.
33. You will ensure data subjects are informed of the period for which data is stored and how that period is determined in any applicable Privacy Notice or Fair Processing Notice.

## Security, Integrity and Confidentiality

### Protecting Personal Data

34. Personal data must be secured by appropriate technical and organisational measures against unauthorised or unlawful processing, and against accidental loss, destruction or damage.
35. We will develop, implement and maintain safeguards appropriate to our size, scope and business, our available resources, the amount of personal data that we own or maintain on behalf of others and identified risks (including use of encryption and pseudonymisation where applicable). We will regularly evaluate and test the effectiveness of those safeguards to ensure security of our processing of personal data. You are responsible for protecting the personal data we hold. You must implement reasonable and appropriate security measures against unlawful or unauthorised processing of personal data and against the accidental loss of, or damage to, personal data. You must exercise particular care in protecting sensitive personal data from loss and unauthorised access, use or disclosure.

36. You must follow all procedures and technologies we put in place to maintain the security of all personal data from the point of collection to the point of destruction. You may only transfer personal data to third-party service providers who agree to comply with the required policies and procedures and who agree to put adequate measures in place, as requested.
37. You must maintain data security by protecting the confidentiality, integrity and availability of the personal data, defined as follows:
- Confidentiality means that only people who have a need to know and are authorised to use the personal data can access it
  - Integrity means that personal data is accurate and suitable for the purpose for which it is processed
  - Availability means that authorised users are able to access the personal data when they need it for authorised purposes
38. You must comply with and not attempt to circumvent the administrative, physical and technical safeguards we implement and maintain in accordance with the GDPR and relevant standards to protect personal data.

#### Reporting a Personal Data Breach

39. The GDPR requires data controllers to notify any personal data breach to the applicable regulator and, in certain instances, the data subject.
40. We have put in place procedures to deal with any suspected personal data breach and will notify data subjects or any applicable regulator where we are legally required to do so.
41. If you know or suspect that a personal data breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the person or team designated as the key point of contact for personal data breaches. You should preserve all evidence relating to the potential personal data breach.

#### Transfer Limitation

42. The GDPR restricts data transfers to countries outside the EEA in order to ensure that the level of data protection afforded to individuals by the GDPR is not undermined. You transfer personal data originating in one country across borders when you transmit, send, view or access that data in or to a different country.
43. You may only transfer Personal Data outside the EEA if one of the following conditions applies:
- The European Commission has issued a decision confirming that the country to which we transfer the personal data ensures an adequate level of protection for the data subjects' rights and freedoms
  - Appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved by the European Commission, an approved code of conduct or a certification mechanism, a copy of which can be obtained from the DPO

- The data subject has provided explicit consent to the proposed transfer after being informed of any potential risks
- The transfer is necessary for one of the other reasons set out in the GDPR including the performance of a contract between us and the data subject, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the data subject where the data subject is physically or legally incapable of giving consent and, in some limited cases, for our legitimate interest

#### Data Subjects' Rights and Requests

44. Data subjects have rights when it comes to how we handle their personal data. These include rights to:

- Withdraw consent to processing at any time
- Receive certain information about the data controller's processing activities
- Request access to their personal data that we hold
- Prevent our use of their personal data for direct marketing purposes
- Ask us to erase personal data if it is no longer necessary in relation to the purposes for which it was collected or processed or to rectify inaccurate data or to complete incomplete data
- Restrict processing in specific circumstances
- Challenge processing which has been justified on the basis of our legitimate interests or in the public interest
- Prevent processing that is likely to cause damage or distress to the data subject or anyone else
- Be notified of a personal data breach which is likely to result in high risk to their rights and freedoms
- Make a complaint to the supervisory authority; and
- In limited circumstances, receive or ask for their personal data to be transferred to a third party in a structured, commonly used and machine-readable format

45. You must verify the identity of an individual requesting data under any of the rights listed above.

46. You must immediately forward any data subject request you receive to your line manager.

#### Accountability

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

48. The Company must have adequate resources and controls in place to ensure and to document GDPR compliance.

#### Record Keeping

49. The GDPR requires us to keep full and accurate records of all our data processing activities.

50. These records should include, at a minimum, the name and contact details of the data controller, clear descriptions of the personal data types, data subject types, processing activities, processing purposes, third-party recipients of the personal data, personal data storage locations, personal data transfers, the personal data's retention period and a description of the security measures in place. In order to create such records, data maps should be created which should include the detail set out above together with appropriate data flows.

#### Training and Audit

51. We are required to ensure all Company personnel have undergone adequate training to enable them to comply with data privacy laws. We must also regularly test our systems and processes to assess compliance. You must regularly review all the systems and processes under your control to ensure they comply with this Privacy Standard and check that adequate governance controls and resources are in place to ensure proper use and protection of personal data.

#### Direct Marketing

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

#### Sharing Personal Data

56. Generally, we are not allowed to share personal data with third parties unless certain safeguards and contractual arrangements have been put in place.
57. You may only share the personal data we hold with another employee, agent or representative of our group (which includes our subsidiaries and our ultimate holding Company along with its subsidiaries) if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions.
58. You may only share the personal data we hold with third parties, such as our service providers if:

- They have a need to know the information for the purposes of providing the contracted services
- Sharing the personal data complies with the Privacy Notice provided to the data subject and, if required, the data subject's consent has been obtained
- The third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place
- The transfer complies with any applicable cross border transfer restrictions; and
- A fully executed written contract that contains GDPR approved third party clauses has been obtained

#### Changes to this Privacy Standard

59. We reserve the right to change this Privacy Standard at any time without notice to you so please check back regularly to obtain the latest copy of this Privacy Standard.

#### Glossary of Definitions:

- **Company personnel:** all employees, workers contractors, agency workers, consultants, directors, members and others.
- **Consent:** agreement which must be freely given, specific, informed and be an **unambiguous** indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signifies agreement to the Processing of Personal Data relating to them.
- **Data controller:** the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. We are the Data Controller of all Personal Data relating to our Company Personnel and Personal Data used in our business for our own commercial purposes.
- **Data subject:** a living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and may **have** legal rights regarding their Personal Data.
- **Explicit consent:** consent which requires a very clear and specific statement (that is, not just action).
- **General Data Protection Regulation (GDPR):** The General Data Protection Regulation ((EU) 2016/679). Personal Data is subject to the legal safeguards specified in the GDPR.
- **Personal data:** any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Sensitive Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour. Personal Data specifically includes but is not limited to this list.
- **Personal data breach:** any act or omission that compromises the security, **confidentiality**, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Personal Data Breach.

- **Privacy Notices (also referred to as Fair Processing Notices) or Privacy Policies:** separate notices setting out information that may be provided to Data Subjects when the Company collects information about them. These notices may take the form of general privacy statements applicable to a specific group of individuals (for example, employee privacy notices or the website privacy policy) or they may be stand-alone, one-time privacy statements covering Processing related to a specific purpose.
- **Processing or process:** any activity that involves the use of Personal Data. It **includes** obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.
- **Pseudonymisation or pseudonymised:** replacing information that directly or **indirectly** identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure.
- **Sensitive personal data:** information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data, and Personal Data relating to criminal offences and convictions.

## Disciplinary Procedure

1. This disciplinary procedure has been designed to provide employees with every opportunity to explain the circumstances surrounding any perceived breach of our rules. It is essentially intended to encourage employees to conform to reasonable standards of conduct and performance and to act within the rules contained in this handbook. Consequently, where the facts of a case warrant disciplinary action being taken against an employee, it is our intention that any disciplinary action taken is seen by the employee involved as a means to achieve an improvement in that area rather than as a punishment. Disciplinary action will be taken only when the facts of the situation warrant it.
2. The disciplinary rules and procedures are not contractual, and the Company reserves the right to dispense in part or whole with the procedure during the first two years of employment.
3. Employees within their probationary period should be aware that they may be dismissed without any previous warnings being issued.
4. The Company reserves the right to outsource the procedure to a suitably qualified third party. In such an event, the Company gives full authority for the appointed third party to manage the process and arrive at a decision or overturn any decision made previously should the evidence support the decision.
5. Prior to any disciplinary action being taken, an investigation will be conducted into the circumstances of the alleged offence or problem. We reserve the right to suspend employees from work with pay, or in exceptional circumstances without pay, to enable investigations into a particular problem to take place. Employees will be informed in writing of the reasons for any suspension and when it has been lifted.
6. Once the facts of each case have been established, if disciplinary action is being contemplated, employees will be informed of this by letter, setting out the complaint and inviting them to a disciplinary hearing to discuss the matter. The possible outcomes of any such meeting will be confirmed in this letter. Employees have the right to be accompanied at any such meeting by a work place colleague or a Trade Union representative or official only. No other person will be allowed to attend such meetings on your behalf.
7. If disciplinary action is deemed necessary, dependent upon the seriousness of the offence, it will take one of the following forms:
  - **Stage One** - A first written warning, which will be recorded within the employee's personnel file and retained on file for a period of 6 months. The details and reasons for the warning will be confirmed to the employee in writing advising the employee that any similar problems within the 6-month period will lead to further disciplinary action being taken
  - **Stage Two** - A final written warning, which will be recorded within the employee's personnel file and retained on file for a period of 12 months. The details and reasons for the warning will be confirmed to the employee in writing, advising the employee that any further disciplinary action within the 12-month period will lead to dismissal

- **Stage Three** - Dismissal with notice, or in cases of gross misconduct, without a period of notice. The details and reasons for the dismissal will be confirmed to the employee in writing
8. The Company reserves the right, at its complete discretion, to impose a sanction short of dismissal if it deems it appropriate. This may include demotion, transfer to a different position or another appropriate sanction. Any such outcome will be confirmed to you verbally and thereafter in writing.
  9. If disciplinary action is deemed necessary, employees will receive written confirmation to include:
    - The nature of the complaint against them
    - The nature of the disciplinary sanction by reference to the stage of the procedure that has been implemented
    - Any change in behaviour or improvement required (other than in the case of dismissal)
    - The time period over which any warning will remain live
    - The consequences if an employee fails to reach the required standard within the required timescales, or if further problems arise
    - A right to appeal to be conducted in line with the Appeals Procedure. All appeals should be submitted in writing within five working days of receipt of the warning or dismissal letter
  10. Persistent breaches of the same or similar rules will therefore lead to progressively more serious disciplinary action being taken including potentially dismissal from employment.
  11. Each stage of this procedure will be administered by the manager deemed appropriate within the organisation.
  12. Although the Company will endeavour to hold a face-to-face meeting with you in ordinary circumstances, we reserve the right at our absolute discretion to hold the meeting remotely in exceptional circumstances, for example, in the case of adverse weather conditions or a pandemic virus.

## Gross Misconduct Policy

1. The following are examples of gross misconduct and as such may render employees liable to summary dismissal (i.e. Dismissal without notice). This list is not exhaustive.
  - Fighting, physical assault or dangerous horseplay
  - Failure to carry out a reasonable instruction during working hours
  - Gross insubordination or the use of aggressive behaviour or excessive bad language on Company premises, or towards customers/colleagues, or on any occasion whilst performing job duties/
  - Theft, wilful damage or negligence that leads to damage to property belonging to the Company, its clients or suppliers or other employees
  - Fraud or any other offence committed against the Company or customers, which could be a breach of the law of the land
  - Drunkenness or drug abuse
  - Gross immorality or sexual harassment
  - Breach of safety rules and/or actions that seriously endanger the health or safety of another person whilst at work
  - Divulging to any persons any confidential information relating to the Company's business processes or clients
  - Wilful or reckless overcharging and undercharging of customers
  - Deliberate falsification of records
  - Serious breach of payment procedures or purchase rule
  - Unauthorised access to or use of Company correspondence, computer data or manual files
  - Unlawful discrimination against fellow employees or customers
  - Gross breach of the Company Internet and Electronic Mail Policy
  - Gross breach of the Anti Bribery Policy.
  - Serious breach of Company rules, policies and procedures

## Performance and Capability Procedure

1. This procedure is designed to help all employees to attain and maintain the necessary standards for optimum job performance and to resolve any problems with work performance at the earliest possible stage.
2. Some examples of situations where the capability procedure could be invoked include excessive frequency and/or duration of absence or failure to meet required targets or standards of job performance.
3. In the first instance, an informal meeting will be arranged to discuss any concerns that have arisen in relation to performance or capability. If, following the discussion, any shortcomings and areas for improvement are identified; an action plan will also be discussed along with any appropriate assistance for employees. This may be in the form of, for example, training, guidance, advice or referral to a Company medical adviser. Timescales for improvement will then be agreed and review dates set.
4. The Company will confirm to the employee in writing the details of the meeting, including the improvement(s) required, the agreed action plan and the timescale for improvement. A copy of any such letter will be placed on the employee's personal file.
5. If the required improvement is not achieved within the specified periods or is not sustained, or if the shortcoming is serious enough to enter into the formal stages of the procedure at that point, the employee will be asked to attend a meeting under the formal procedure.
6. At this meeting, the issues and/ lack of sustained improvement will be discussed, and employees will be given every opportunity to respond to all of the points raised. Prior to the meeting the employee will be informed of the possible outcomes. Employees are entitled to be accompanied to such a meeting by a work colleague or Trade Union Official or Representative.
7. The meeting may result in the issue of a first written warning. A formal performance/attendance improvement plan will then be confirmed for a specified period outlining the areas for improvement and the relevant timescales. Where appropriate, further training, guidance or advice will again be given.
8. Employees will be given confirmation in writing of details of the meeting, any warning issued and the performance/attendance improvement plan. The letter will also state that a lack of improvement or a lack of sustained improvement will lead to a formal final written warning. Employees have the right to appeal any decision made at this stage of the procedure.
9. If the required improvement is not achieved within the specified period, or the improvement is not sustained, the employee will be invited to a further formal meeting. Employees are again entitled to be accompanied at such a meeting by a work colleague or Trade Union Official or Representative.
10. If after discussions regarding the lack of improvement/sustained improvement, the Company considers that a final written notification/warning should be issued, this will be

confirmed to the employee in writing, along with notification that a failure to achieve the required improvement will lead to the termination of their employment.

11. Any written warning will remain on file for 12 months from the date of issue. At all stages, employees have the right to appeal a decision made at any stage of the procedure.
12. If the required improvement is still not achieved or sustained or if work performance is such that it warrants further action, the termination of employment will be considered. Employees will again be invited to a hearing setting out the details of the performance or capability issue. Employees are entitled to be accompanied to this meeting by a work colleague or a Trade Union Official or Representative.
13. The Company will confirm in writing the outcome of the meeting. If the Company decides to terminate the employee's employment, the effective date of termination, the reason for termination, the process which has been followed, and the assistance which has been offered will be confirmed in writing. If alternative action to dismissal is decided upon, this will also be detailed in writing. There is a right of appeal against any decision taken by the Company.
14. If at any stage in the process, the employee's performance or attendance reaches the required standard and is sustained, this improvement will be confirmed to you. If the Company deems it appropriate, the employee will be taken off the improvement plan. However, if performance or attendance deteriorates again, further action may be taken.
15. Any employee who wishes to appeal against any decision under the capability procedure should do so in writing within five working days of receiving the verbal notification/warning or termination of employment, stating in detail the grounds for the appeal. A manager not involved in the original performance management process will hear the appeal wherever possible, all appeals will be heard by a level of management that is higher than the level involved in the original capability meeting. This decision is final and there is no further stage of appeal.
16. Although the Company will endeavour to hold a face-to-face meeting with you in ordinary circumstances, we reserve the right at our absolute discretion to hold the meeting remotely in exceptional circumstances, for example, in the case of adverse weather conditions or a pandemic virus.

## Grievance Procedure

1. Employees who have a grievance relating to any aspect of their employment should, wherever possible, discuss it informally with their manager in the first instance.
2. If the grievance is not satisfactorily resolved through informal discussions, employees may submit in writing and in confidence to a manager of their choice, the full details of their grievance. The Company will then confirm who we believe is most appropriate to hear and deliberate upon the grievance.
3. A formal meeting will then be arranged as soon as possible, normally within 10 working days from our receipt of the grievance. Employees will have the opportunity to be accompanied at any formal meeting by a fellow employee or a Trade Union representative or official should they so wish. No other person will be allowed to attend such meetings on their behalf. Employees have a duty to make all reasonable attempts to attend any meeting arranged. Consideration will be given to adjourning any such meeting to allow for any further investigations that may be necessary.
4. Following the grievance meeting, a letter confirming the outcome will be forwarded to the employee as soon as possible, normally within ten working days of the date of the grievance meeting.
5. Employees who are dissatisfied with the outcome of their grievance have the right to appeal. Any appeal should be submitted in writing within five working days of receipt of the letter confirming the outcome of the grievance meeting. For further information about the rights of appeal, please refer to the appeals procedure.
6. The Company reserves the right to outsource the procedure to a suitably qualified third party. In such an event, the Company gives full authority for the appointed third party to manage the process and arrive at a decision or overturn any decision made previously should the evidence support the decision.
7. Although the Company will endeavour to hold a face-to-face meeting with you in ordinary circumstances, we reserve the right at our absolute discretion to hold the meeting remotely in exceptional circumstances, for example, in the case of adverse weather conditions or a pandemic virus.

## Appeals Procedure

1. Employees may appeal against any disciplinary action brought against them or the outcome of a grievance. All such requests should be made in writing to the person nominated in the decision letter within five working days of receipt.
2. Where an appeal is made against disciplinary action, including dismissal, the appeal will be conducted where possible by a manager or director not previously involved in the matter who may be of a higher grade than the original manager.
3. Where an appeal is made against a grievance outcome, the appeal will be conducted by a manager who has not previously been involved in the original decision.
4. Although the Company will endeavour to hold a face-to-face meeting with you in ordinary circumstances, we reserve the right at our absolute discretion to hold the meeting remotely in exceptional circumstances, for example, in the case of adverse weather conditions or a pandemic virus.
5. Appeal meetings will be held as quickly as possible but, in any event, will normally be carried out within ten working days of the appeal being received.
6. The Company reserves the right to outsource the appeal meeting to a suitably qualified Company. In such an event, the Company gives full authority for the appointed Company to overturn any decision made previously should the evidence support the decision.
7. Once an appeal has been heard, a decision will be made and confirmed in writing as soon as possible.
8. Once you have appealed against a decision imposed and received the outcome of the appeal in writing, there will be no further right of appeal.

## Timekeeping and Absence Policy

1. Employees are responsible for attending punctually for work in accordance with the hours defined in their contract of employment.
2. Employees may not leave work prior to their normal finishing time without permission. In the event of any employee requiring time away from work during normal working hours, they must discuss the request with their manager and, on receiving permission, contact their manager before leaving and on returning to work.
3. Lateness for work may result in pay being reduced accordingly.
4. Persistent lateness may lead to disciplinary action being taken.
5. If employees are absent from work for any reason, they (or in extenuating circumstances someone else on their behalf) must notify their immediate line manager as soon as possible before your start time on the first day of absence. Any unauthorised absence must be properly explained. In the case of absence of uncertain duration, employees should keep the Company informed of the reason for continued absence and the progress towards a return to work.
6. If an employee's incapacity through illness or injury continues for more than seven consecutive calendar days, the employee must provide the Company with a doctor's medical certificate as soon as it is available.
7. Immediately upon return to work after a period of sickness or injury absence of less than seven days, employees are required to complete and submit a Company self-certification form.
8. Failure to comply with the requirements in the paragraphs above may result in Statutory Sick Pay (SSP) being withheld, and, where appropriate, Company sick pay.
9. In the event of persistent absenteeism, the employee may be asked to give permission to the Company to contact the employee's doctor or to undergo an independent medical examination at the Company's expense. This is to enable the Company to obtain up to date authoritative information on the employee's health problems.
10. Unauthorised absence may lead to disciplinary action being taken. In such circumstances, medical certificates may be requested for all subsequent periods of absence.
11. Where an employee is sick while on authorised holiday will be considered to be on holiday leave and not on sick leave, unless specifically supported by Doctor's certificate (for the period of illness) and it is agreed by a Director.
12. Employees will be paid SSP in accordance with the current Government provisions that are applicable. Entitlement to SSP may be affected if employees do not comply with the Company rules for reporting and certificating absence from work due to sickness.

## Special Leave Policy

1. The Company recognises throughout employment, there are periods when time away from your normal place of work is unavoidable for various reasons. This policy sets out the Company provisions during these times.

### Compassionate leave

2. The death of an immediate member of an employee's family is recognised as a time where grieving is necessary. In order to support the employee throughout this period, the Company will provide payment for the time required to attend any funeral arrangement.
3. Any additional time that may be required in order to make the necessary arrangements or support may be approved. Payment for additional leave may also be made at the discretion of the Company. All such requests will be considered on an individual basis.

### Medical Appointments

4. Employees should endeavour to arrange medical appointments at times when they will cause least disruption and the minimum amount of absence from work (e.g. by making early morning or late afternoon appointments).
5. Medical appointments will normally be unpaid. Any payments that are made will be at the discretion of the Company. Alternatively, the employee can make up the time lost by agreement with their line manager.
6. Any time off for attendance at appointments must have the prior approval of your manager. The manager may, at his or her discretion, ask the employee to produce an appointment card.

### Jury Service

7. If you are summoned to attend jury service, you must submit the jury service notice to your manager as soon as possible. Time off, without pay, is granted for jury service. You should claim the loss of earnings entitlement through the Court; following their procedure. If you are not required to attend Court on any particular day and it is your normal working day; you should attend work as normal. You will be paid as normal for this day. If your manager feels that such service would seriously affect the Company; they may petition the Court for a postponement of jury service.
8. Any additional payments made during the jury service period will be at the discretion of the Company; all agreements will be considered on an individual basis by the Company.

## Parental Bereavement Leave

1. The Company recognises that the death of a child, or a stillbirth, can be one of the most distressing experiences of someone's life. This policy explains the rights to time off for parents and other qualifying primary carers, in relation to pay, and other support offered following the death of a child under the age of 18 years or stillbirth after 24 weeks of pregnancy.
2. In order to qualify for parental bereavement, leave, you must satisfy the following conditions:
  - Have had responsibility for the child
  - Be the biological parent, adopter or a primary carer for the child that have assumed responsibility for looking after the child in the absence of parents.
3. If the employee satisfies the criteria above, they will be entitled to take either one week or two consecutive weeks parental bereavement leave. Employees may choose to take their leave at any time within the period of 56 weeks beginning with the date of the child's death.
  - Parental bereavement leave can start on any day of the week on or following the child's death but must be completed within 56 weeks of the actual date of death of the child
4. If an employee earns above the Lower Earnings Limit for National Insurance purposes and have been with their current employer for a period of 26 weeks prior to the death of the child, they will be entitled to Statutory Parental Bereavement Pay (SPBP). The rate of SPBP is in line with other statutory payments and is subject to change.
5. Employees must inform their line manager of their intention to take parental bereavement. The employee must give the following details:
  - The date of child's death
  - the date on which the employee chooses the absence to begin, and
  - whether the employee intends that period of absence to be one or two weeks' parental bereavement leave.
6. Within the first 56 days of the death of the child, employees must notify the employer before they are due to start work on the first day of absence from work due to a bereavement of a child that you have responsibility for and where this is not possible then as much notice as reasonably practicable during this time.
7. After 56 days of the death of the child, employee is required to give at least 1 week notice of their intention to take parental bereavement leave.

8. Employees may change their mind about the date they wish this leave to start, in the first 56 days from the death of the child, employees are required to give at least 1 day notice of their intention to cancel parental bereavement or as much notice as reasonably possible during this time. After 56 days employee must inform their manager at least 1 week in advance of their intent to cancel their leave.
9. Employees **may** be required to provide evidence to their managers of their entitlement to SPBP. Employees are entitled to their normal terms and conditions of employment, except for terms relating to wages or salary or other cash payments, throughout their parental bereavement leave.
10. Employees are entitled to return to the same job following parental bereavement leave. The Company does not currently pay any enhancements above the level of statutory payments in this area.

For the purpose of this policy carers are defined as; adopters, foster parents and guardians, or close relatives or family friends who have taken responsibility for the child's care in the absence of parents prior to the death of the child.

## Retirement Policy

1. When employees look forward to and prepare for their retirement, we are committed to providing employees with a smooth transition from working life to retirement. We also wish to ensure that no employee is subjected to any form of discrimination on the grounds of age at any point during their employment and in particular in relation to their retirement from work.
2. The Company does not however operate a compulsory retirement age. If employees wish to terminate their employment before, at or after State Pensionable Age, they should do so by submitting their resignation in line with the normal notice provisions within their contract of employment.
3. During continuing employment and regardless of the employees age, we will discuss with our employees their future plans for employment with us, through workplace discussions, in order that their job aspirations and objectives may be properly evaluated.
4. If, during such discussions, employees confirm their intention to retire from working on a particular date, we will require employees to confirm their intentions in writing and, as a minimum, to give the period of notice specified in their written statement of main terms and conditions of employment.

## Dress and Appearance Policy

1. Throughout the employee's employment, they will be representing the Company. The employee's appearance and professional conduct are therefore important for both their own advancement and the continuing development of the Company.
2. We encourage everyone to present themselves in dress and appearance in a way which reflects the Company's professional approach.
3. Whilst at work employees must wear the clothing provided by the Company. Uniform must be kept clean and well-maintained. Uniform must not be visible outside of working hours and must not be worn on not working days.
4. Employees are responsible for ensuring that their clothes are well maintained, fresh scented and free from pet hair.
5. Any personal protective equipment (PPE) provided by the Company must be worn at all times where it is required. Failure to do so will render employees liable to disciplinary action being taken.
6. If employees are unclear as to what the Company considers to be an appropriate standard of dress, employees should seek guidance from their line manager.
7. Any employee who fails to comply with these rules may be subject to disciplinary action under the disciplinary procedures.

## Health and Safety Policy Statement

1. It is our intention to ensure, so far as is reasonably practicable, the health and safety of everyone involved in, or affected by, our work activities within the spirit of the Health and Safety at Work etc. Act 1974, other relevant statutory instruments, approved codes of practice and guidance.
2. In managing health and safety, we will create a culture that ensures sound health and safety management is afforded the same priority as other business objectives and becomes an integral part of everything we do.

### Our Statement

3. We will adopt a risk management approach to health and safety, ensuring that hazards arising from our work activities are identified and addressed as a part of 'business as usual'.

### Consultation and Communication

4. Whilst every employee and contractor has a personal responsibility to control and minimise risks present in their own activities, we recognise that responsibility for the organisation of health and safety issues rests with the management team. We will liaise with employees and other stakeholders to ensure safe working practices are developed, sustained and appropriately communicated. Stakeholders failing to observe the spirit of our health and safety vision will be subject to procedures as per the Company policy.
5. In generating and maintaining our culture for health and safety, the Senior Management team is responsible for:
  - Allocating responsibilities for health and safety to our employees, suppliers and business partners as appropriate to the nature of each activity
  - Providing an adequate budget and resources for health and safety management.
  - Monitoring, measuring, auditing and reporting on our health and safety performance at least annually and more often where our processes change or when a dynamic need occurs
  - Leading from the top by demonstrating good health and safety practice, performing regular safety tours to identify issues and ensure they are analysed and managed appropriately
  - Ensuring people are empowered to raise health and safety concerns with the management team

## Competent workforce

### 6. Our commitment is to:

- Appoint competent health and safety personnel and appropriate resources for deployment across the Company. We will engage with our people and other stakeholders to ensure our activities and, where appropriate theirs, are compliant with our health and safety vision and standards
- Provide the necessary information, instruction, supervision and training that ensures people are given the resources to perform their job and tasks safely
- Work with the support of external agencies and within our industry, to ensure our continued adoption of best-practice solutions in health and safety management is appropriate

## Risk Management

### 7. Our commitment is to:

- Assess the risks associated to hazards and inform people of risks that affect their work. We commit to controlling and reducing the risk to an acceptable level to reduce the potential for incidents and accidents. This commitment is extended to external agencies
- Develop a suite of policies that will be communicated and allow for procedures to be developed to help maintain good standards of health and safety
- Devise an emergency action plan for our organisation
- Implement Health Surveillance where relevant hazards are presented to the workforce to help prevent any work-related ill-health developing

## Internet and Electronic Mail Usage

1. The purpose of these rules is to ensure the proper use of our email and internet system by our employees, contractors, and other “users” who are provided with access to the system. Email and internet access is a tool for business communications, and users have the responsibility to use this resource in an efficient, effective, ethical and lawful manner. Users should not use the email and internet system for private purposes at any time.
2. Users will only be provided with such access to email and the internet system as is necessary to carry out their specified roles or purpose. Users who contravene this policy may be removed from the email system and be subject to disciplinary action, which, in serious cases, may include dismissal.
3. Email communications should follow the same standards expected in other types of written business communications. All messages should be constructed professionally in terms of spelling, and grammar. They should be filed electronically in the appropriate subject file, including attachments. Caution should be taken to ensure that messages are addressed to the appropriate recipient. It is easy to inadvertently address email messages incorrectly.
4. All email accounts maintained on the email systems are our sole property. We reserve the right to monitor any user’s email and internet access record where there is reasonable suspicion of any activities that are in breach of this policy.
5. This also applies where we have the need to protect our system security, to fulfil our own legal obligations, to detect employee wrongdoing, to comply with legal process, or protect the rights of our property. Appropriate procedures on our part shall include reviews by our managers to ensure that employee privacy is not infringed without good cause in such circumstances. Users should be aware that, despite the deletion of messages, access to deleted messages is still possible.
6. The following uses of the email and internet systems are strictly prohibited:
  - The exchange of proprietary information, trade secrets or any other privileged information, including information relating to any potential or actual litigation, confidential or sensitive information
  - The downloading or viewing of any pornographic material or any other type of offensive material. This could also constitute a criminal offence
  - The downloading of any games, desktop themes or any other unauthorised software onto any computer. Any software loaded onto any system must be approved prior to its installation
  - The creation and exchange of personal or non-work-related communications, chain letters and other unsolicited email
  - The creation and exchange of information in violation of any copyright laws or the intellectual property rights of third parties, including registration to any servers without proper authorisation. Subscription to such a service can result in an overload of received messages, directly impacting upon the performance of the email system
  - The sending or receiving of work related email messages from any non-employee’s user account, except under properly approved arrangements

- Compromising the privacy of a password by giving it to others or exposing it to public view
- The use of the email system for any illegal or wrongful purposes. This includes the distribution of material which may be or is prohibited under an Act of Parliament or any other law, including material containing critical or defamatory statements about employees, clients, other companies, organisations or individuals
- The distribution of any material which depreciates the performance of the email system and servers. This includes sending non-business-related attachments, files, and junk mail
- Entering into any contractual obligations or pre-contractual obligations or representations, without prior authorisation
- Before communicating via email, Users should satisfy themselves that it is the most suitable mode of communication, particularly where time is of the essence.

## Social Media Policy

1. As a Company we understand the importance of the use of IT and social media both for Company and individual use. However, these systems must be used and monitored responsibly by all employees at all times. The purpose of this policy is to ensure that social media is used in a correct and responsible manner, with the best interests of the Company in mind.
2. Any breach of this policy can lead to disciplinary action being taken, up to and including termination of your employment.
3. For the purpose of this policy, social media relates to all communications made through the internet including, but not limited to, Facebook, X, LinkedIn, YouTube, blogs and Wikis. Any internet communications must be used in the best interests of the Company.

### Company Use

4. The Company may decide at times to promote its activities through the use of social media and internet communications. Any employee doing this on behalf of the Company must do so in a professional manner. The following rules for using social media on behalf of the Company apply:
  - As with emails, all communications should follow the same standard as would be expected in all written communication with the Company.
  - Only authorised spokespersons must post information on behalf of the Company.
  - Employees responsible for using social media for the Company must not use it for their own personal purposes (see 'Personal Use')
  - Employees must not discuss or disclose proprietary or confidential information of the Company on any social media sites
  - Any negative communication by other parties or employees that may damage the Company must be dealt with accordingly, and if possible removed

### Personal Use

5. Although social media can be used in order to promote the business, employees must not use social media sites for their own private use in working hours. Employees are responsible for what they use social media for both at work and off duty. As with email, the Company reserves the right to monitor all social media usage that it has access to.
6. Any posting that violates any Company policies or is otherwise seen as inappropriate may be removed or modified at the Company's sole discretion.
7. Any communications made with other employees through social media outside of working hours must still be done with the best interests of the Company in mind. If employees are posting information or photographs of other employees outside of working hours, they should still seek their permission to post these before doing so.
8. If creating blog posts that mention the Company, the employee should voice their opinions with integrity and state that these are individual views that may not necessarily reflect Company views.

9. This policy is to be treated in conjunction with the other Company's policies, including code of conduct and disciplinary policies. If an employee is unsure as to what could be deemed inappropriate in terms of social media use, they should contact their manager for further information.
10. All terms contained within this policy are to remain relevant to employees, post-employment, if employees make any reference to the Company, derogatory or otherwise that causes any detriment to the Company or its clients, we will look to recover any potential damages and/or losses incurred.
11. Due to the constantly developing state of internet communications and technology, this policy is subject to change, and as such should be reviewed often by all employees.

### Company Property Policy

1. Employees are not permitted to remove items or equipment of any kind from the Company premises without prior written permission.
2. We retain the right at our absolute discretion to require employees to pay for any Company property or equipment that is damaged, lost or stolen through their own negligence.
3. The Company's time, materials or equipment must not be used for any unauthorised work.
4. The Company must be notified immediately of any incident in which damage or injury is caused to Company property, to fellow employees, clients and/or their personal effects.
5. The Company reserve the right to search employees and their personal belongings whilst on Company premises. Any employee has the right to be accompanied by a colleague of his/her choice during such a search.
6. The Company accepts no liability for any loss or damage to an employee's personal property whilst on the Company premises.
7. On termination employees must return all Company property; documentation and PPE to the Company by the last working day or any such date as agreed. Failure to do so may result in the Company seeking action to recover the costs of the goods.

## Driver and Vehicle Usage Policy

1. All employees should ensure that they drive with their safety and that of other road users in mind at all times. In selecting the vehicles we provide, we consider all options within the specifications of the vehicle in relation to safety and environmental factors.
2. All employees who drive or use Company vehicles are required to produce their full driving licence on request. Any failure to produce the relevant documents may lead to suspension of use of the vehicle until the request is complied with and may result in disciplinary action being taken.
3. Employees are required to notify the Company immediately if they incur any form of driving penalty or licence endorsement. In the event that their licence is rescinded, employees must notify the Company immediately and must cease driving forthwith. Any potential or actual impact that this has on the proper performance of the employee's job duties and their employment in general will then be discussed. The Company will consider all alternative arrangements that can be made to allow your continued employment by the Company. If, however, in the sole opinion of the Company, no alternative arrangements can be made, having followed due process the Company reserves the right to terminate your employment.
4. Employees will be liable for any road traffic fines including any speed camera or parking fines incurred at any time whilst the vehicle is in their use. Any employee who commits a road traffic offence or who is the subject of a complaint from other road users during their employment may be subject to disciplinary action which, in serious situations, may lead to the termination of employment.
5. No employee should drive a vehicle where they are physically or mentally unfit to do so. Employees should therefore notify the Company immediately of any condition that may affect their ability to drive. Employees must not drive when they are under the influence of alcohol or the effects of taking of any illegal drug or substance. Employees who are required to take any form of medication and who are concerned that this may impair their ability to drive safely, must again notify the Company immediately in order that the situation can be discussed.
6. Employees must ensure that any vehicle provided as part of their job and/or contractual benefits is properly maintained and serviced with safety, fuel economy and general environmental protection in mind. Employees are responsible for ensuring that the vehicle is serviced and maintained in accordance with the required servicing schedule for the particular vehicle. Only authorised garages should be used, and warranty enforceable parts only should be used for repairs to the vehicle.
7. Employees should ensure that their vehicle is roadworthy at all times and ensure that they undertake normal routine checks on the vehicle, in particular in relation to tyre pressure, oil, water and screen wash levels. Any defect that may affect road safety should be attended to at the earliest opportunity. Employees should ensure that they use the correctly specified items when undertaking any top up of oils, fluids etc.
8. Employees should also take care to ensure that the correct fuel and correct grade of fuel is used for the vehicle. Failure to do so may render employees liable for any repair costs to the vehicle.

9. Vehicles should be kept in a clean and tidy condition, both inside and out. Smoking is not permitted in vehicles at any time, whether in or outside working hours. All passengers should also be reminded of this policy and asked not to smoke whilst in the vehicles. Eating cold or cooked food in vehicles is also not permitted.
10. Employees who do not have a hands-free facility for their mobile telephones should switch their telephones off and should not make or receive any calls whilst they are driving or deemed to be in control of the vehicle for the purposes of the law. Where employees have hands free telephones, they should avoid making any telephone calls where the conditions would place them or other road users at any risk. If a call is received and the driving conditions are potentially difficult or hazardous the call should be terminated politely with an undertaking to return the call when it is safe and legal to do so.
11. We may place vehicle tracking devices on our vehicles for security purposes. We may also use this information to check records in order to ensure that employees are not abusing the use of the vehicle and are providing an accurate record of visits made including distances travelled, driving times and speeds.
12. In the event of an accident, full details should be recorded at the time, including those of any other vehicles or persons involved. No admission of any liability should be made by the employee at any time. As soon as possible after the accident, the employee should report the details to the Company and should complete an accident report form as soon as possible or at the latest within 48 hours of the accident. Any repairs to the vehicle must have our insurer approval beforehand.
13. If the accident has been due to any failure or neglect on the employee's part, disciplinary action may be taken once the full facts of the incident have been obtained and discussed, particularly if a series of claims has arisen from their use of the vehicle. In some circumstances, we may also require the employee to pay in full any increased excess on our insurance policy that arises from their driving record.
14. Vehicles or those insured through our insurance policy may not be used outside the United Kingdom without our express written consent. Employees must never allow any other person to drive the vehicle without prior permission or agreement. Vehicles may only be used for legitimate business purposes or, where permitted, for normal social and domestic activities.
15. When requested to do so at any time and/or at the end of employment, employees must, return their vehicle to the appointed location on the date requested or on the last day of employment if no other date is specified. Any failure to return the vehicle on the day appointed, in a safe, sound, clean and tidy condition will result in the full cost of its recovery, cleaning or repair being deducted from any monies due to the employee. Any additional amounts above this figure will also be recoverable in full from the employee.
16. Employees who use their own vehicles on Company business should ensure that their personal insurance policies fully cover this type of use. We may request a copy of the motor insurance policy in place for our records. The Company will accept no liability for any losses or liability where insufficient personal or motor insurance cover is in place.

## **‘Whistleblowing’ and Public Interest Disclosure Policy**

1. We strive at all times to conduct our activities with the highest standards of integrity and honesty. It is therefore expected that all employees maintain the highest standards in these areas in all of their work decisions and performance. Employees are therefore encouraged to report any wrongdoing or actions by employees that fall short of these business principles.
2. Legislation exists to protect employees who report wrong doing within the workplace and it is the aim of this policy to ensure that, as far as possible, an employee is able to tell the Company about any wrongdoing at work which it is believed has occurred is occurring or is likely to occur.
3. We recognise that employees may not always feel comfortable about discussing their concerns internally, especially if they believe that the Company itself is responsible for the wrongdoing. The aim of this policy is to ensure that employees are confident that they can raise any matter that concerns them in the knowledge that it will be taken seriously, treated as confidential and that no action will be taken against them.
4. If appropriate, employees are encouraged to discuss matters informally with their manager in the first instance. Any formal or informal approach to a manager will be treated as completely confidential.
5. If you feel that it would not be appropriate to raise the issue with your manager then you should contact the Director who will confirm who you should put your concerns in writing to.
6. All issues, concerns, reports and disclosures made in writing to the Company under this policy will be logged and retained on file by the Company for a minimum of 12 months, and thereafter as long as is reasonably necessary, in order to adhere to our obligations as a Company and take corrective actions to prevent a similar issue from arising again in future.
7. If you choose not to raise an issue with the Company, thereby denying us the opportunity to resolve the situation as soon as practicably possible, and instead choose to raise the issue with someone outside of the Company, this may give rise to disciplinary proceedings up to and including Summary Dismissal.
8. We will arrange a meeting with you as soon as possible to discuss your concerns after you have raised them with us. You will have the opportunity to be accompanied at the meeting by a fellow employee or a Trade Union representative or official should you so wish. We will aim to give you an indication of how we propose to deal with the matter as soon as possible, if it is appropriate to do so and the likely timescale. We will endeavour to respond to any issues raised within a reasonable timeframe.
9. Employees have a duty to make all reasonable attempts to attend any meeting arranged. Failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so, we may have to take a decision based on the available evidence in your absence.

10. You have the right to call any witnesses to the meeting who are relevant. You should let the manager responsible for the hearing know the name of your chosen witnesses in advance of the hearing in good time. If we consider that a witness that you intend to call is not relevant to the hearing then you will not be permitted to invite them.
11. In order to protect both the employee and the Company, initial enquires will be made to decide whether an investigation is appropriate and, if so, what form it should take. Concerns or allegations which fall within the scope of specific procedures, e.g., Equality, Diversity & Dignity at Work, Grievance etc, will normally be referred for consideration under those procedures.
12. If the matter requires further investigation, such an investigation will be carried out. This may of course involve meetings with the employee and others which we encourage in order to assist any investigations. You should treat any information about any necessary investigations as strictly confidential. We will aim to keep you informed of the progress of the investigation and its likely timescale, however sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any action taken as a result.
13. The Company reserves the right to outsource the procedure to a suitably qualified third party. In such an event, the Company gives full authority for the appointed third party to manage the process and arrive at a decision or overturn any decision made previously should the evidence support the decision.
14. We reserve the right to report, as appropriate, any concern to the police or any appropriate industry, regulatory or professional body.
15. If the employee is unhappy about the speed or conduct of the investigation or the way in which the matter has been resolved, this should be declared in writing and the matter will be referred to another appropriate senior member of staff. When the complaint has been investigated, the employee will be informed of the result and what, if any, action has been taken.
16. We undertake to ensure that no employee who makes a bona fide report under this policy will be subjected to any detriment, bullying or harassment from another employee. In the event that an employee believes they are being subjected to a detriment by any person within our employment as a result of their decision to invoke the policy, the employee must inform an appropriate person immediately and appropriate action will be taken.
17. The disclosure is not protected unless the employee reasonably believes that the disclosure is made in the public interest.
18. If it should become clear that the policy has not been invoked by the employee as outlined above, for example, for malicious reasons or to pursue a personal grudge against another employee or the Company, this will be dealt with in accordance with the disciplinary procedure and may in serious cases lead to the termination of employment.

## Maternity and Adoption Leave and Pay Policy

Prior to maternity and adoption leave commencing

1. Employees are encouraged to notify the company in writing of their pregnancy or adoption at the earliest opportunity. If there are any questions in relation to the employee's qualification or entitlement to maternity or adoption leave, they should ask their manager who will assist them in obtaining the necessary information.
2. A job risk assessment will be undertaken for all pregnant employees as soon as possible after we are notified, to specifically address their safety at work and that of their unborn child. The risk assessment will be ongoing and employees should notify their manager if they have any concerns about the impact of the job on their health and safety.
3. Once employees confirm their intention to take a period of maternity or adoption leave, they will receive written details and confirmation of our understanding of their leave request, together with all Statutory Maternity Pay (SMP) or Statutory Adoption Pay (SAP) and Maternity Allowance (MA) entitlements. We comply fully with all current statutory provisions in this regard. Employees who have any questions in relation to benefits, entitlements and future payments should contact their manager in the first instance. This includes any questions in relation to the use of paternity and maternity.
4. Employees have the right to take reasonable periods of time off for the purposes of antenatal care/attending adoption appointments. All requests for such leave should be made in advance of the appointments for which we may request written confirmation. Payment will be made at the normal rate of pay for all reasonable periods of time off requested and taken and at the discretion of the Company for all subsequent periods.
5. Where employees encounter difficulties in continuing with their current role because of pregnancy issues or as a result of a risk assessment evaluation, we will discuss options for alternative work during the remainder of the pregnancy.

During maternity and adoption leave

6. Employees who take maternity or adoption leave remain as an employee throughout the period of leave. We encourage a philosophy of maintaining contact with employees as well as encouraging employees to maintain contact during the period of leave.
7. We encourage employees to take advantage of the "Keeping in Touch" days that are available to employees and employers. We endeavour to use these days for the purpose of keeping employees abreast of new developments, or any appraisals and training opportunities within the company. Employees are however under no obligation to participate in or agree to attend work for "Keeping in Touch" days. Normal pay for the hours worked; inclusive of any statutory payment entitlement, will be made in the usual way.
8. Regardless of the above provisions, we will endeavour to ensure that employees who are on maternity or adoption leave are kept fully informed of developments within our organisation. Employees will be contacted personally by telephone, through welfare visits (where employees have no objection to this) and/or by e-mail where employees have such

a facility and have confirmed that we may contact them through this means. We will also utilise these means to ensure that employees are aware of any vacancies within the company. Employees on maternity leave who are interested in any vacancy should apply in the normal way.

9. We currently apply the statutory provisions that are in place in relation to the duration of maternity or adoption leave and no supplementary provisions are currently in place.

#### Prior to the end of maternity or adoption leave

10. Employees may have discussed an early return to work and where this has been done, it will be recorded. Employees who did not do so may still contact the company and agree to an earlier return date than that which was originally detailed. In these circumstances, employees are requested to give the company eight weeks' notice wherever possible of such an intention. The company may, at its discretion, allow an earlier return to work.
11. Employees have the right to continue to accrue holiday entitlement during maternity and adoption leave. Employees should discuss with the company how best to take advantage of any entitlement due to them on their return.

#### On returning to work

12. Employees will normally be able to return to work after their maternity or adoption leave into their normal job and on the same terms and conditions. If there are any circumstances that mean this is not reasonably practicable, these will be discussed with the employee as far in advance as possible of the return to work to determine any alternative work that may be available. As indicated above, employees should provide the company with the appropriate prior notification of their intention to return to work to assist with the smooth transition back into working.

#### Payments

13. Payments and allowances during pregnancy and maternity/adoption leave are made in full compliance with the current statutory provisions in force. At the present time, the company does not currently provide any additional payments to supplement these statutory payments.

#### Shared parental leave

14. Shared Parental Leave is available for those employees that are eligible. Parents are entitled to share the care of their child during the first year after their birth or adoption. Full details can be obtained from your Manager should you wish to apply.

## Paternity Leave Policy

1. Following the birth of a child, the right to paternity leave and pay gives fathers and other qualifying people the right to take paid leave to care for their child or support the mother.
2. In order to qualify for paternity leave, you must satisfy the following conditions:
  - Have or expect to have responsibility for the child's upbringing
  - Be the biological father of the child or the mother's husband or partner
  - Be married to or the partner of the child's mother, but not the child's father; if he has, or expects to have the main responsibility (apart from any responsibility of the mother) for the upbringing of the child.
  - Have worked continuously for us 26 weeks ending with the week immediately preceding the 15th week before the expected week of the child's birth.
3. If the employee satisfies the criteria above, they will be entitled to take either one week or two consecutive weeks' paternity leave. Employees may choose to start their leave:
  - From the date of the child's birth (whether this is earlier or later than expected)
  - From a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected)
  - From a chosen date later than the first day of the week in which the baby is expected to be born.
4. Paternity Leave can start on any day of the week on or following the child's birth but must be completed:
  - Within 56 days of the actual date of birth of the child
  - If the child is born early, within the period from the actual date of birth up to 56 days after the first day of the expected week of birth.
5. Only one period of leave is available to employees irrespective of whether more than one child is born as the result of the same pregnancy.
6. If an employee earns above the Lower Earnings Limit for National Insurance purposes, they will be entitled to Statutory Paternity Pay (SPP). The rate of SPP is the same as the standard rate of Statutory Maternity Pay.
7. Employees must inform their manager of their intention to take paternity leave by the end of the 15th week before the baby is expected, unless this is not reasonably practicable. The employee must give details regarding:
  - The week the baby is due
  - Whether they wish to take one or two weeks' leave
  - When you want your leave to start.
8. Employees may change their mind about the date they wish this leave to start but the employee must inform their manager at least 28 days in advance. The employee must tell their Manager the date they expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable.

9. Employees must give their manager a completed form SC3 as evidence of their entitlement to SPP. Employees are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to wages or salary or other cash payments, throughout their paternity leave.
10. Employees are entitled to return to the same job following paternity leave. The Company does not currently pay any enhancements above the level of statutory payments in this area.
11. Prospective fathers or other qualifying people will be entitled to unpaid time off work to attend two antenatal appointments. Each appointment can last for up to six and a half hours. In the first instance employees should speak to their line manager.

#### Shared parental leave

12. Shared Parental Leave is available for those employees that are eligible. Parents are entitled to share the care of their child during the first year after their birth or adoption. Full details can be obtained from your Manager should you wish to apply.

## Parental Leave Policy

1. Parental leave offers qualifying parents the right to take time off work to look after a child or to make arrangements for its welfare. It is aimed at helping employees strike a better balance between work and family commitments. We fully support the principles behind the provisions and comply fully with all of the provisions under the current legislation. At the present time, we do not offer any additional enhancements to the statutory provisions.
2. If employees consider that they are entitled to parental leave and wish to take time off, they should apply in writing to their manager, stating the period of leave that is requested and the details of the child in relation to whom the request is made.
3. The statutory entitlements in this area may be subject to change from time to time so if the employee has any questions surrounding their current entitlement, they should ask their manager who will assist in obtaining the information. On receipt of the employee's request, we will inform them of any additional information or documentation that we may require.
4. We will attempt to grant all requests for parental leave. However, unless the employee's parental leave is to start upon the birth of their child, the leave may be postponed. If we do postpone parental leave, we will notify the employee of this in writing within seven days of receiving the request and will confirm the dates on which the employee may take leave.
5. Parental leave is unpaid and during the period of leave the employee will not receive salary or any other cash payments normally paid to them when they are at work. In addition, the employee's entitlement to all contractual benefits, including contributions to the any pension scheme will also not apply. However, we would confirm that, for all other purposes, their Contract of Employment remains in place and that the employee and the Company will continue to be bound by all of their contractual obligations.

## Emergency Time Off for Dependants Policy

1. The Company operates a policy to allow employees to take reasonable time off work to deal with an emergency situation concerning a dependant.
2. A dependant can be any of the following:
  - Employees spouse, child or parent
  - Someone who lives with the employee (but who is not their employee, lodger or boarder)
  - Anyone who relies on the employee, when he or she is ill or injured, either to assist them or to make arrangements for their care
3. Employees may take a reasonable amount of unpaid time off work in the following circumstances:
  - To help when a dependant gives birth, is ill, injured or assaulted
  - To make arrangements for the care of a sick or injured dependant
  - To deal with the death of a dependant
  - To cope when care arrangements for a dependant are unexpectedly disrupted
  - To deal with an unexpected incident involving a dependent child at school
4. Employees may only take time off work if they tell their manager as soon as possible why they need time off and how long they expect to be away from work. When the employee returns to work, they should fill in a leave request form retrospectively.
5. Employees may take a reasonable amount of time off work. What is reasonable will depend on the circumstances of each incident. Employees should, as far as possible, agree with their manager how long they will be away from work.
6. Employees should note, unless stated otherwise at the time of their request, any time off taken under this policy will be unpaid.

## Flexible Working Policy

1. As a responsible employer, it is our intention to support employees to maintain an effective balance of their work and home or other commitments.
2. If you have at least 26 weeks' continuous employment and have not made a request within the last 12 months, you will be entitled to request flexible working.
3. Flexible working is not an automatic right but there is a legal entitlement for employees to approach the Company in writing to request a change in their working arrangements. In the first instance employees should ask the Company to confirm if they are eligible before making a written application. The new arrangements, if agreed, can include:
  - A simple change in the number of days worked
  - A change in the number of hours worked
  - Changes to starting and finishing times
  - A combination of part time and home working
4. Employees should be aware that, unless otherwise agreed, any changes will be permanent. The Company is however prepared to consider applications that incorporate a trial period. Employees should also be aware that any flexible working application that is agreed, and which involves a reduction in hours or alteration in duties and responsibilities, will mean a corresponding variation in pay and benefits.
5. The Company is prepared to initially discuss any matters in relation to flexible working on an informal basis. However, the formal process to agree flexible working initially requires a letter from the employee to their manager, outlining the flexible working request and the reasons for the request.
6. The application must include the following:
  - Date of the application;
  - The change being requested;
  - When the change is to be effective from;
  - What effect, if any, the change will have on the Company and how you believe such difficulties might be resolved;
  - Confirmation that this is a statutory request and, if applicable, of when the previous request for flexible working was made.
7. The employee's line manager will acknowledge receipt of the request and state their application is being considered.
8. The Company will assess all such applications on their individual merits but employees should be aware that there will be occasions when an application has to be rejected for relevant business reasons. In those circumstances, we will seek to find a mutually suitable alternative although that may not always be possible.

9. The manager will arrange to meet with the employee to discuss the request as soon as possible. Prior to the meeting, the proposed changes will be considered in light of the impact on the Company. The meeting provides an opportunity to explore the work pattern requested and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns, should there be difficulties in accommodating the requested work pattern outlined in your application. Employees are entitled to be accompanied by a work colleague at this meeting.
10. Following the meeting the line manager will write to the employee to either; agree to a new work pattern and confirm the date from which the change will be effective from or to outline the business reasons as to why the application has been rejected and to confirm their right to appeal.
11. If the employee wishes to appeal against a decision, they must submit their request in writing within five days of receiving the outcome of the meeting. The Company appeals procedure will be followed. The outcome of any such appeal will however be final.

## Alcohol, Drug and Substance Abuse Policy

1. The Company has a duty to protect the health, safety and welfare of all employees and we recognise that in some circumstances employees may develop alcohol or drug related problems. We have adopted this policy to facilitate the early identification of alcohol, drug or substance abuse related problems to produce a constructive and preventative strategy to assist all of our employees, whatever their position.
2. Such problems can affect an individual's health and wellbeing and cause a wide range of social problems. In the context of this policy, alcohol, drug or substance abuse related problems are defined as any usage, either intermittent or continual, which interferes with an employee's conduct or work performance in the areas of efficiency, productivity, safety or attendance at work. When it becomes apparent that an employee has a problem of this nature that is affecting their conduct at work or work performance, that employee will be asked to discuss the matter with their line manager.
3. If an employee has an alcohol or drug problem, they should seek advice from the appropriate authorities. If the problem affects their conduct or work performance and the employee refuses the opportunity to receive support the Company will have no alternative but to manage the situation based on the limited information available to them. Please note the disciplinary procedure may be invoked where it is deemed relevant. If after accepting assistance the employee refuses to attend or their conduct at work or work performance reverts back to a level which is unacceptable; the matter may also be dealt with through the disciplinary procedure; up to and including dismissal.
4. Managers may offer the employee the opportunity to seek an external assessment or treatment from an appropriate agency. Any direct costs of such treatment will be payable by the employee; reasonable unpaid time off to seek such support will be allowed by agreement with the employee's line manager. It may also be agreed that adjustments be made to the employee's job duties and /or hours of work on a temporary or permanent basis. Any such adjustments together with any salary adjustments will be agreed with the employee before any changes are implemented.
5. All discussions with any employee in connection with this policy will be strictly confidential. This will equally be the case with any counselling or other treatment undertaken by the employee.
6. Regardless of any treatment, employees should be clear that, in order to ensure general safety and appropriate conduct within the workplace, the consumption of alcohol or the use of illegal drugs and other illegal substances whilst at work is strictly forbidden and will be dealt with through the disciplinary process. We have a duty to notify the police where they believe that there has been a use of controlled drugs on our premises or in our vehicles.
7. No employee should attend work in a state where they are intoxicated or still under the influence of alcohol or drugs. The drinking of alcohol is allowed within moderation at any formal or social functions where employees have been formally notified that this is permitted. This does not affect any person who is driving a vehicle and the guidance will still apply to those persons that they should not drive when they have consumed any amount of alcohol.

8. No alcohol or non-prescribed drugs are permitted to be brought onto the premises. The Company reserve the right to search employees and their personal belongings whilst at their place of work or on the Company premises where they have reasonable belief such items may be in the premises or as a random check which may be conducted from time to time. Employees have the right to be accompanied by a colleague of their choice during such a search.
9. The Company reserves the right to carry out alcohol and drug screening tests where they have reasonable belief the employee may be under the influence of alcohol or drugs or to carry out random tests.
10. The Company reserves the right, in any circumstances, to escort the employee off the premises immediately and send the employee home without pay for the remainder of the day/shift. The Company also reserves the right to suspend employees; pending a thorough investigation on full pay.
11. Employees are reminded that they have a duty of care and will be expected to report to their manager any concerns that they may have in relation to incidents relating to drink or drugs or where they suspect other staff of misuse or abuse.

## Prevention of Harassment and Bullying Policy

1. The Company recognise the need to create a working environment where all staff are treated with respect by their colleagues as well as by all guests, clients and suppliers. We therefore wish to create a working environment in which no person feels threatened or intimidated.
2. The Company will not tolerate any form of harassment or bullying or not tolerate any form of retaliation, violence or victimisation against any member of staff and in particular where they have brought a complaint of harassment or bullying under this policy. Staff who harass or bully any other member of staff will be subject to disciplinary action in accordance with the Company's disciplinary policy. Any such actions may amount to gross misconduct leading to termination of employment without notice.
3. It is the responsibility of all staff and managers to ensure that this policy is fully implemented and duly trained in the undertaking of the policy and its enforcement. Managers are expected to ensure that the policy is fully understood by the staff, that it is properly implemented, and that suitable disciplinary action is taken in the event of any breach of the policy.

### Harassment

4. Harassment may arise in many forms, some of which are not always obvious to the individual members of staff. It will usually take the form of some unwanted behaviour by one member of staff to another. The essence of harassment is that the behaviour of the individual or individuals is unwelcome, unwanted and not reciprocated in any way. Harassment can include verbal, nonverbal or physical conduct.

### Bullying

5. Bullying is a persistent course of behaviour by an individual or a group of individuals that creates a situation where people are undermined due to this threatening or intimidating behaviour. There is no single definition of what amounts to bullying.
6. Employees who become aware of a problem of this nature should ensure that they make their manager aware of the position. If an employee is subject to unwelcome conduct or remarks they should make the person aware that they find the conduct unacceptable or offensive and inform their line manager or another suitable person.
7. We recognise that complaints of harassment or bullying can be of a sensitive or worrying nature. Staff may feel unable to speak directly to their line manager. If this is the case employees may wish to speak to someone in a more senior position or to any other person. Alternatively, employees may wish to put their concerns in writing and send them to the appropriate person.
8. All staff members should treat their colleagues with respect and comply with this policy.
9. Wherever possible and appropriate, we will aim to try and resolve difficulties and concerns within the workplace through an initial informal approach. This informal approach will usually involve a meeting, individual or joint, involving the relevant parties to discuss the issues and to attempt to resolve the difficulties.

10. Where this informal approach fails, or a staff member feels that the issue is of such a serious nature that an informal approach is inappropriate, the matter will be dealt with through a formal complaint procedure in line with the grievance and appeal procedure. A formal complaint will be thoroughly investigated. Staff are reminded that they should keep full details of the alleged concerns and be specific when raising a complaint in relation to the incident or incidents, including dates, times and parties involved where possible. All meetings necessary to investigate the facts will be undertaken.

## Smoking Policy

1. We recognise our responsibilities under health and safety legislation to ensure that the environment in which all employees work is as free from harm as is reasonably practicable. We include in this regard the need to take appropriate measures to protect non-smokers against any discomfort or health risk caused by tobacco smoke.
2. It is widely recognised and accepted that smoking constitutes a danger to the health of those who smoke, as well as those that do not. Smoking also presents a serious fire risk within the building. We therefore prohibit smoking by employees and visitors at any time inside any part of the premises/site.
3. The use or smoking of electronic smoking devices such as e-cigarettes is also prohibited for employees and visitors on any part of the premises/site. As there is a potential risk of fire from the over-charging of such devices, it is prohibited to charge the devices or any associated equipment in Company vehicles or on the Company premises, including car parks.
4. There are however designated smoking areas which should be used by those employees who wish to smoke. Smoking should be restricted to your official break periods only. Any breach or abuse of these smoking rules will be considered to be misconduct and may lead to disciplinary action being implemented.
5. All visitors who are seen smoking in any non-smoking areas should be politely notified of the no smoking policy and asked to stop smoking.

## Subsistence Policy

1. The Company recognises that, from time to time, it is necessary for employees to travel and make overnight stays in order to fulfil their duties.
2. Employees should not normally commit to any expenses without first obtaining the agreement of their line manager. Any unauthorised expenditure is entirely at an employee's personal risk. However, the Company does recognise that employees should legitimately be reimbursed for expenses incurred on the Company's behalf.

### Travel Expenses

3. Travel should normally be by the cheapest mode possible. Rail tickets should be booked, where possible, in advance to achieve maximum discounts. On occasions it may be cheaper and less stressful to travel the evening before and take overnight accommodation.
4. In the event of a car journey being the cheapest or more convenient option, car journeys will be paid at HMRC advisory rates. The latest rates are available at <https://www.gov.uk/guidance/advisory-fuel-rates>.
5. For those employees who use their own vehicles and are not in receipt of a Car Allowance:

First 10,000 miles	45 Pence per mile
Above 10,000 miles	25 Pence per mile

### Accommodation Expenses

6. Accommodation should, wherever possible, be booked using the Company's preferred hotel accommodation. Please contact your manager to discuss your planned hotel stay.

### Daily Allowances

7. Should an employee be required to stay away from home overnight, daily allowances for meals will apply, please discuss these with the management before departing for your business travel.

### Expenses claims

8. To claim expenses, details must be given on the Company's expense claim form and submitted monthly.
9. For all items that are being claimed, relevant receipts must be attached. Any expenses that do not have the required receipt attached will not be paid.
10. All claims should be made within three months of the expenditure occurring and within the Company's financial year.

## Lay Off, Short Time Working and Redundancy Policy

1. In the event of a shortage of work for any reason, we reserve the right to introduce short time working or to lay off employees in order to safeguard the future viability of the organisation. Prior to any decision to implement short time working or lay offs being made; we will investigate all other methods of achieving any necessary cost savings.
2. In all such circumstances, statutory guarantee payments will be paid where appropriate. At the present time, we do not offer any enhancements to employees, including the part or full payment of normal pay, on occasions when short time working, or lay offs are implemented.
3. Throughout any period of short time or layoff, we will communicate fully and regularly with all employees, in particular those employees who may be directly affected by any reduction of working hours arising from the shortage of work. The work that remains will be spread evenly between employees across the particular work group that may be affected by the shortage of work.
4. If a potential redundancy situation exists, and in order to affect the necessary reduction in employment costs, we will initially seek to find alternatives to redundancy, including a freeze on recruitment as well as the potential re-training or redeployment of employees.
5. Where appropriate, applications for voluntary redundancy will be sought. In any voluntary redundancy programme, we do however reserve the right to accept or reject any application.
6. In the event that compulsory redundancies become unavoidable, and there is a need to choose which employees are to be retained, selection for redundancy will be based upon an assessment of a range of criteria. The range of criteria is flexible and may include;
  - Relative capabilities
  - Performance
  - Service length
  - Reliability
  - Conduct
  - Attendance record
  - Disciplinary record
  - Suitability for the work that remains
7. Due weight will be given to each of the above criteria and individual scores will be applied for each employee. The scores applied to an employee will be discussed with the employee concerned.
8. Before any final decisions are made in relation to the selection of employees to be declared redundant, a period of consultation will be undertaken. The purpose of the consultation is to inform employees that they are at risk of redundancy and to actively discuss and seek reasonable alternatives to any such proposal and/or to establish whether job losses or cost reductions could be achieved in other ways.
9. All employees affected will be asked to attend a meeting on an individual basis when full details of the reason for selection will be explained. If the redundancy is deemed

necessary after the period of consultation, those employees affected will be asked to attend a meeting at which any alternative work available will be brought to their attention. The Company does however adopt a flexible approach to the consultation process and will ensure that all employees are given the fullest opportunity to discuss the issues that prevail in a meaningful manner.

10. If employment is eventually terminated by reason of redundancy, all entitlements to notice and redundancy payments will be made to employees. The Company will pay statutory redundancy payments only and there are therefore no enhancements to these payments. We reserve the right to pay employees in lieu of working their notice or to place them on garden leave in any redundancy situation.
11. At all times, we will comply with the statutory obligations on employers in situations of short time working, lay off or redundancy. If employees have any questions in relation to their entitlement at any point during a situation of this type, they should first contact their line manager for assistance.

## Telephone Policy

### Personal Telephone Calls from the Company's Telephones

1. The Company recognises that occasionally employees will need to make personal telephone calls from their work telephone, as, for example, some businesses are only open during the working day. However, such calls should be made at lunchtime only. The Company does not allow employees to make non-essential calls during work time.
2. Incoming telephone calls for non-essential business are not encouraged as such calls will block the Company's telephone lines as well as cause a distraction for the employee.

### Mobile Telephones

3. If an employee brings their mobile telephone to work, they should ensure its use does not disturb their colleagues and does not distract them from their work. The employee should not use mobile phones when operating machinery or performing tasks that may result in an injury or cause harm. The Company suggests that the phone should be either switched off or kept out of sight with the volume reduced to a discreet level.
4. Aside from essential use to be acceptable at manager's discretion, such as liaising with childcare, employees must not use their personal mobile phones at work outside of break times. In particular, the use for social media sites, games and online shopping is strictly prohibited during working time.
5. Where employees are provided with a mobile telephone by the Company, this is intended to be used for business telephone calls. Employees are permitted to make essential personal calls, so long as these do not cost more than £5 per month. If the private telephone calls amount to more than this, the Company will require the employee to reimburse the cost of these calls.
6. Employees should take care of the telephone and ensure it is secure at all times. In the event that the telephone is stolen, they should notify their line manager immediately to report the theft. In the absence of their line manager, they should take all reasonable steps to report the matter to a manager or Director so that steps can be taken to disconnect the telephone.
7. The mobile telephone should be immediately returned to the Company if the employee is requested to do so by their line manager or on the termination of the employee's employment.
8. Any breach of the telephone policy may result in the Company's disciplinary procedure being invoked.

## Anti-Bribery Statement

1. Bribery is a serious criminal offence and corrupt acts expose the Company and its employees to the risk of prosecution, fines and imprisonment, as well as endangering the Company's reputation. We are committed to the prohibition of such conduct. This is not just a cultural and moral commitment on the part of the organisation; it is a legal requirement.
2. The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.
3. If an employee bribes (or attempts to bribe) another person, intending either to obtain or retain business for the Company, or to obtain or retain an advantage in the conduct of the Company's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances the employee will be subject to formal investigation under the Company's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

## Adverse Weather Conditions

1. The Company expects employees to extend all reasonable endeavours to attend work during periods of adverse weather. The Company will apply a sensible and fair approach during such times and asks that employees do the same. This may include leaving extra time for your journey and/or taking an alternative route. Employees are however not expected to put themselves at unnecessary risk and should utilise their own judgement in this regard.
2. Where there are adverse weather conditions employees must consider their existing arrangements and whether they can be temporarily adjusted to ensure they can continue to attend work to ensure operations are maintained. Such adjustments may include:
  - Alternative modes of safe transport
  - Alternative child-care arrangements
  - Attending an alternative work location on a temporary basis
  - A change to start/finish times
  - A change to working hours

Any temporary arrangements or adjustments (as outlined above) must be discussed and agreed in advance with the employee's line manager.

3. Where adjustments are not possible, employees who believe they are unable to attend work, or become delayed by adverse weather conditions, must contact their immediate line manager as above.
4. In the event that attending work during adverse weather conditions may place your health, safety or wellbeing at risk you may be advised to remain at home until that risk has been removed. Such decisions must be discussed and authorised in advance with your Manager.
5. On such occasion as it is agreed that the employee is to remain at home, and if it is reasonable to do so considering the requirements of their job role, employees may be required to work from home or at a different place of work, by prior arrangement with their manager. In this case, the employee will receive normal pay for the hours worked.
6. If it is agreed for an employee to work from home due to adverse weather conditions, the employee must continue to monitor the situation in case it improves. If conditions improve sufficiently, the employee should report this to their line manager who will inform them as to whether or not to attend their intended place of work for that day.
7. In circumstances where the employee has been provided with authorisation by their line manager to remain at home, the employee should remain contactable at all times during working hours and will be communicated with accordingly.
8. If an employee is unable to attend work due to adverse weather conditions, and they have not been able to make alternative arrangements satisfactory to the Company, or they attend work late, they will be required to utilise annual leave, take unpaid leave or make up lost time at the discretion of management.

9. If an employee does not attend work without authorisation, or does not agree reasonable alternative arrangements with their line manager, they may be subject to investigation which may lead to formal disciplinary action up to and including summary dismissal.

## Lone Worker Policy

### Introduction

Although there is no general legal prohibition on working alone, the general duties of the Health and Safety at Work etc. Act 1974 and the Management of Health and Safety at Work (MHSW) Regulations 1999 still apply and require the identification of hazards relating to the work, assessment of risks and implementation of measures to avoid or control the risks.

### Management and Assessment of Lone Working

The Company shall use this document to guide the assessment and control of lone working.

<b>Stage 1</b>	Identify lone workers
<b>Stage 2</b>	Risk assessment
<b>Stage 3</b>	Control of lone working
<b>Stage 4</b>	Training and supervision
<b>Stage 5</b>	Emergency arrangements
<b>Stage 6</b>	Record keeping
<b>Stage 7</b>	Monitor
<b>Stage 8</b>	Audit
<b>Stage 9</b>	Review

### Stage 1 - Lone Workers

Lone workers are those who work by themselves without close or direct supervision. They are found in a wide range of situations, e.g:

- People in fixed workplaces where only one person works on the premises, e.g. in small workshops, petrol stations, kiosks and shops.
- Those who work separately from others, e.g. in factories, warehouses, some research and training establishments and leisure centres.
- People working outside normal hours, e.g. cleaners, security, special production maintenance or repair staff.
- Mobile workers working away from their fixed base on construction, plant installation, maintenance, cleaning work, electrical repairs, lift repairs, painting and decorating, vehicle recovery, agricultural and forestry.
- Service workers, e.g. rent collectors, postal staff, social workers, home helps, district nurses, pest control workers, drivers, engineers, architects, estate agents, sales representatives and similar professionals visiting domestic and commercial premises.

## Stage 2 - Risk Assessment

The workplace and activity risks associated with lone working shall be assessed, e.g.:

- If the workplace presents a special risk to the lone worker.
- If there is a safe way in and out (access and egress) for one person.
- If any temporary access equipment which is necessary, such as portable ladders or trestles, be safely handled by one person.
- If all the equipment, substances and goods involved in the work can be safely handled by one person.
- If the work involves lifting objects too large for one person or whether more than one person is needed to operate essential controls for the safe running of equipment.
- If there is a risk of violence.
- If women are especially at risk if they work alone.
- If young workers are especially at risk if they work alone.
- If the person is medically fit and suitable to work alone.

The Company shall involve employees and their safety representatives, as valuable sources of information and advice. This will help to ensure that all relevant hazards have been identified and appropriate controls selected.

The risk assessment may identify workplaces and activities where lone working will present an unacceptable risk and where lone working shall not be used, e.g:

- Work on or near live electrical conductors.
- Entry into confined or enclosed spaces.
- Socially difficult and hostile environments.
- Working at height.
- Remote sites and locations with difficult access.

## Stage 3 - Control of Lone Working

The Company shall implement controls to minimise the risk of lone working.

Control measures may include instruction, training, supervision and provision of protective equipment.

When risk assessment shows that it is not possible for the work to be done safely by a lone worker, arrangements for providing help or back-up shall be put in place.

Where a lone worker is working at a workplace controlled by another, that employer should inform the lone worker's employer of any risks and the control measures that should be taken.

## Stage 4 - Training and Supervision

The Company shall provide employees with suitable and sufficient training and adequate supervision to ensure they are capable of contending with the risks associated with lone working.

Risk assessment shall be used to identify the appropriate level of supervision. Supervisors shall periodically visit and observe people working alone.

The lone worker shall be in regular contact or use automatic warning devices which operate if specific signals are not received. Where appropriate, the lone worker shall be checked on to ensure they have returned to their base or home on completion of a task.

#### Stage 5 - Emergency Arrangements

The Company shall ensure that emergency arrangements are prepared for lone workers. In the event of an emergency, employees and others should understand the actions to take and have the ability to administer first aid.

#### Stage 6 - Record Keeping

The Company shall ensure that suitable records are maintained

#### Stage 7 – Monitoring

The Company shall ensure that activities are adequately supervised and that active monitoring techniques are applied to ensure that the workplace precautions and risk control measures are being applied.

#### Stage 8 - Audit

The Company shall audit the risk assessment on a regular basis and/or when changes in the organisation occur or new equipment is purchased.

#### Stage 9 – Review

The Company shall review and revise the risk assessment on a regular basis and/or when changes in the organisation occur or new tasks are contracted.

## Wellbeing

1. The Company recognises that its employees are its most important asset and it is committed to providing the support and assistance necessary to enable its employees to undertake their work duties in an environment that is as stress-free as possible. The Company seeks to create and maintain a working environment that promotes the health and wellbeing of all its employees.
2. During our working lives, we will all experience times when work and/or personal life is challenging. A certain amount of pressure can be healthy, however should you be experiencing difficulties in your work, you should in the first instance speak to the Partners. This will provide you with an opportunity to discuss your issues, whether they are as a result of work pressures or pressures outside of work and how they may be affecting your work.
3. Through such discussions it is anticipated that ways of resolving the situation will be identified and an independent person can be asked to facilitate this if required.

## Stress at Work

4. Employees who have high stress levels are more likely to work inefficiently, behave erratically, have low morale and be absent from work. Work performance will then suffer.
5. The Company's aim is to ensure employees' health and safety at work and that they are not subjected to excessive workloads, onerous working practices or a detrimental work environment.
6. The Company is committed to regular review of all aspects of its business to ensure that, so far as reasonably practicable, it does not expose any employees to unnecessarily high stress levels in its work practices and work environment.
7. As part of this commitment, the Company will determine whether stress in the workplace is a problem by meeting with employees regularly and seeking their views where appropriate, reviewing job descriptions regularly to identify any job duties that may involve stress, and through the monitoring, reviewing and managing of employee attendance records.
8. Management will take steps to eliminate or to reduce work-related stress to as low a level as reasonably practicable; for example, by changing working practices and procedures or workplace conditions, providing information and training and improving communication in the workplace.
9. Employees are encouraged to discuss any concerns they may have with their line

manager. It is the Company's intention to deal constructively and sympathetically with stress. Stress will not be treated as a sign of weakness. If you feel that your work performance or your health is suffering because of excessive pressure or stress-related matters, whether those matters are occurring outside the workplace or within the work environment, you should raise this with your line manager.

10. The Company will take steps to ensure that line managers are trained to identify the symptoms of stress and that support is provided to employees who are suffering from stress at work.
11. Where a work-related stress report is made, management will seek to understand the underlying causes and discuss reasonably practicable actions to help reduce stress triggers. Your line manager will arrange a meeting with you to discuss the matter with a view to taking the appropriate steps. This may include evaluating the amount and complexity of your workload and your work environment.
12. Where adjustments are made to help relieve work-related stress, such arrangements will be monitored and reviewed for their effectiveness.
13. If your stress is, in your view, entirely work-related then employees may prefer to invoke the Company's formal grievance procedure which is contained within this handbook.
14. Employees are also free to seek help themselves from their own doctor or counsellor. However, please note that if you do not discuss your feeling of stress or any other mental health condition with the Company, or if the Company is otherwise unaware that you have a particular problem or vulnerability, we will not be in a position to help you.
15. Any absence from work due to stress or any other mental health condition will be treated as sickness absence and managed jointly in accordance with both this and Company absence/attendance policy.
16. The Company may consider it appropriate to seek professional medical advice regarding an employee's mental health condition and how we may support them. Employees agree to consent to an examination by a Doctor, Consultant or Occupational Health Consultant nominated by us (at our expense) at our request. Any report produced in connection with such examination may be disclosed to us and may be discussed with our advisers and the relevant Doctor, Consultant or Occupational Health Therapist.
17. The Company may also request a written report from your medical practitioner regarding your health and wellbeing as considered necessary. In accordance with the Access to Medical Reports Act 1988 your written authority to contact your medical practitioner will be sought prior to any contact being made.