

Amendment tracker				
Version	Date Issued	Amendments	Section	Author
V1	Jan 2017			Lynne Kirk (Compass HR Consulting Ltd)
V2	Dec 2017	Sick Pay Maternity Pay	2.7 2.9	Helen Scares
V3	Jan 2018	Compassionate Leave	2.8	Helen Scares
V4	Арг 2018	Expenses	2.16	Paul Byerley
V5	Aug 2018	New Logo Exceptional Working From Home during sickness/absence Removal of 'Fit for Work' section Removal of 'Catering Facilities' section (Now varies by site)	Cover 2.6 3.2	Helen Scares
V6	Sept 2019	Adjustment of holiday year Amended wording of 'Reasons for Disciplinary Action'	2.4 Appendix A Pg.57	Helen Scares
V7	Jan 2020	Childcare Vouchers (removed for new joiners) Cycle to Work scheme Employee Car scheme Compassionate Leave	2.3	Helen Scares
V8	Jan 2020	Correction of typing errors in V7		Helen Scares

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EMPLOYEE'S DECLARATION

You are required to carefully read the Handbook and electronically sign the declaration as having read and understood the contents and requirements.

If you do not understand any of the requirements or information contained in the handbook you should contact your Line Manager who will advise you.

SECTION 1 INTRODUCTION & HUMAN RESOURCE STRATEGY

1.1 INTRODUCTION

This booklet provides details about your employment with us, **Solid Solutions Management Ltd**, herein called "the Company".

1.2 HUMAN RESOURCE STRATEGY

AIMS

The Company will maintain a Human Resource (HR) Strategy, which will seek to inform and advise staff whilst maximising efficiency and minimising costs.

OBJECTIVE

The Company will seek to maintain and provide added support to its workforce through a planned and defined HR Strategy which:

- Conforms with Employment Law
- Meets the needs of the Company Development Plan
- Is fair and reasonable in its application
- Is underpinned by written policies and procedures
- Is communicated to the workforce
- Is subject to monitoring and review
- Can be changed or reorganised effectively.

STAFFING

Staffing will be structured to meet the precise business needs of the Company and reflect the existing and projected workload:

- The Job Description (JD) will reflect the main functions of the post including broad duties and responsibilities.
- A Person Specification illustrates the key attributes and competencies required for each post.
- Advertising, recruitment and selection will be carried out in line with the defined Policy and Procedure.
- Rates of pay will be established to meet with Equal Pay and Equal Opportunities Legislation.
- All employees will have clear Contract of Employment and Terms and Conditions of Employment.

OVERALL MONITORING AND REVIEW

- The Managing Director (or nominated representative) will have sole responsibility for control of the Staffing Establishment.
- The Human Resource Strategy and Staffing Establishment will be subject to regular monitoring and reviews.
- All Managers will receive training on the overall operation of the HR Strategy.

DAY-TO-DAY ADMINISTRATION

The day-to-day administration of staffing and other personnel matters will be the responsibility of the Directors.

SECTION 2 EMPLOYMENT PROCEDURES

2.1 TERMS AND CONDITIONS OF EMPLOYMENT

We employ staff on full time and part time and fixed term contracts of employment related to the needs of the business.

Included in your letter of appointment you will receive the formal offer of appointment together with details of your pay. You will receive Terms and Conditions of Employment within two months of your start date; you will receive two copies of your formal Standard Terms and Conditions of Employment. One copy should be signed and returned to the Company, and you should retain one.

It is your legal right to have a Contract of Employment.

It should be noted that within your Contract of Employment there are 'specific' and 'implied' terms.

The 'specific' terms are written down and clearly stated. For example, the agreed obligation on the Company to provide pay and a safe working environment and the employee's obligation to turn up and to carry out reasonable instructions and to take reasonable care at work.

2.2 JOB DESCRIPTION

This will contain details of the job title, location, the function of the post and the main duties and responsibilities.

A job description acts as a focus to the main duties and responsibilities to be carried out within the job. It is important to remember that within the main duties and responsibilities of any job there is a degree of flexibility, reasonableness, and care implicit on both parties but which is not written down. This could be particularly true when dealing with different or unpredictable situations in your work

If you have any concerns on this issue do not hesitate to raise them.

2.3 PAYMENT OF SALARY

All staff are paid on the last working day of the month and arrangements will have been made to pay your salary into a bank or building society of your choice. If at any time you wish to change your pay arrangements you should put the details in writing to the Company.

The Company operates different salary sacrifice arrangements; your 'stated salary' is defined as your salary prior to any adjustments as a result of participating in one, or more, of these arrangements as follows:

BIKE TO WORK SCHEME

The Company provides access to a Bike to Work Scheme allowing employees cycles/cycle equipment on the basis that the equipment is used for journeys to and from the workplace. The equipment is owned by the Cycle Scheme provider and is considered 'on loan' at all times.

Details of the scheme are available on NaturalHR and the scheme is available to all employees upon satisfactory completion of probation.

EMPLOYEE CAR SCHEME

The Company provides access to an Employee Car Scheme allowing employees the opportunity to access vehicles via a salary sacrifice method. The agreement is between the employee and the car scheme provider.

Details of the scheme are available on NaturalHR and the scheme is available to all employees upon satisfactory completion of probation.

2.4 ANNUAL LEAVE

Annual leave entitlement is detailed in your offer letter.

Your Statement of Terms and Conditions of Employment will also specify the statutory entitlement in days, i.e. Bank Holidays.

All requests for leave must be authorised in advance (see below) and in accordance with the agreed procedures.

The leave year currently runs from **16th April to 15th April**. If someone leaves part way through the holiday year a calculation may be made to determine any over or under payment of holiday pay, in order that an appropriate salary adjustment may be made. All employees are required to assign **3 holidays days** (or a full working week for part-time staff) from their entitlement to use over the Christmas and New Year period.

The Company does not allow employees to carry forward any part of their holiday entitlement to subsequent years.

2.5 SECONDARY EMPLOYMENT

Secondary employment (having another job whilst working for the company) will not normally be acceptable. It is not considered to be in the best interests of our work if employees have any conflict of interest regarding their work.

You should therefore declare any secondary employment.

2.6 SICKNESS / ABSENCE PROCEDURE

The agreed procedures for the early notification of sickness absence must be followed.

Please make sure you know exactly what action to take to notify us if you become ill. Remember that we may have to make other arrangements for your work.

As a basic guide you should contact the workplace by telephone as soon as possible on the first morning of absence. It is recommended that you store the phone number of your manager and an alternative manager in your personal phone for this purpose.

You should, if you are able, leave details of any specific instructions relating to your work for that period, giving details of your illness or symptoms and an indication of when you expect to return to work. You should keep your work place informed of your condition on a daily basis. When ever possible this should be done in person, **the use of email or text messaging is unacceptable.**

The appropriate Line Manager will record the absence on the company's 'Holiday and Absence System'.

Employees are also required to inform the Line Manager of their return to work so that a 'Return to Work' accurate records are maintained.

If an employee becomes ill while at work, the same procedure should be followed as above.

Failure to follow the above procedure may lead to the absence from work being considered as unauthorised, resulting in loss of pay and possibly disciplinary action.

If the employee believes that their absence due to ill health or injury may have been caused by work, they should immediately refer this in writing to a director to be followed up.

You must ensure that a Self Certification of Absence form is completed in accordance with the regulations as quickly as possible. This should be immediately on your return to work if not earlier. A Doctor's note (Fit Note) is required after 7 days absence.

If you arrive for work and then have to leave because of illness or a hospital visit you must inform your Line Manager.

In the case of continued, prolonged or persistent absence, the Company may invoke the Sickness Capability Procedure, which may in turn affect your employment.

EXCEPTIONAL WORKING FROM HOME DURING SICKNESS / ABSENCE

Purpose: to address situations where an employee is not able to attend their normal workplace due to unforeseen circumstances.

Examples:

- Illness which prevents attendance at work but does not prevent an employee from working productively
 - » E.g. inability to drive, diarrhoea or vomiting, musculoskeletal pain which prevents a normal working position (this is not an exhaustive list)
- Transport failure
 - » E.g. car breakdown, cancellation of public transport, extreme weather conditions
- This is NOT intended to cover unexpected childcare, travel congestion, tiredness etc.

It is noted that unplanned absence from the workplace can be disruptive to the business and cause inconvenience to colleagues and customers. There are circumstances however where employees can do some work from home and the business values this contribution.

PROCEDURE:

- Employees must phone their manager at the start of the day to explain why they cannot attend work.
- Employees may request to work from home if they are able to complete a full or half day of productive work.
- The manager and employee will agree whether productive work is possible and how the employee can demonstrate work completion.
- If the manager agrees that productive work can be done, the manager may agree that the employee can work from home. The work to be done will be agreed, and the method of demonstrating completion of the work.
- The company reserves the option to consider paying reduced pay when working from home during absence. This will not be implemented at this stage and usage of the policy will be monitored.
- Requests to work from home may be declined by the manager if it is not possible to do a full or half day's productive work, due to the nature of your role, technology facilities, suitable work not being available or some other reason.
- Working from home is not preferred by the business, due to reduced opportunity for collaboration and learning from colleagues. There is no right to work from home.
 Approval is required by a manager to work from home.
- Working from home at short notice will be recorded in the Holiday and Absence system as 'Exceptional Working from Home'. Incidences will be monitored and are expected to occur only rarely.
- A Return to Work meeting will be held after each incidence of Exceptional Working from Home.

If it is not possible to work from home the time will be defined as absence and the sickness / absence policy will apply. If a half day 'Exceptional Work from home' is approved, the other half day should be recorded as sickness absence if you are not in work, or holiday if your manager approves this.

2.7 COMPANY SICK PAY POLICY

The Company operates an Occupational Sick Pay scheme whereby staff are entitled to payment as shown below. Staff are eligible to join this scheme after completing their relevant probationary period.

PART ONE: SHORT-TERM SICKNESS ABSENCE DETAIL

- Five days Company sick pay per rolling 12 months (pro-rated for part-time workers)
- An additional five days' sick pay per rolling 12 months if the absence is longer than five working days and a Fit Note from a doctor is provided (pro-rated for part-time workers). Bank Holidays are treated as working days within this period.
- After ten days' payment it is unlikely that you will be paid for further ad hoc sick days
- After this period, you will be entitled to Statutory Sick Pay in accordance with current regulations
- No payment if the notification and certification procedures have not been followed
- Your sickness patterns will be reviewed in making the decision whether or not to pay you
- If you receive compensation or damages from a third party in respect to incapacity, the Company may require repayment of Company sick pay

SUMMARY

- Maximum 5 days' pay for short absences
- Up to 5 days further pay for a longer absence with a Fit Note from a doctor
- Total company sick pay will not exceed 10 days
- No payment if the notification and certification procedures have not been followed

EXAMPLE SCENARIOS – COMPANY SICK PAY

Absences within 12 rolling months

AH = Ad Hoc days,

FN = Longer than 5 consecutive working days, with a Fit Note from a doctor

Scenario	1	
AH	1 day	Paid*
AH	2 days	Paid*
FN	8 days	7 days paid*
AH	1 day	Unpaid
AH	3 days	Unpaid

Scenario 2		
FN	9 days	9 days paid*
AH	1 day	1 day paid*
AH	1 day	Unpaid
AII	i day	Olibaid

Scenario 3		
AH	5 days	Paid*
AH	5 days	3 days unpaid, 2 days SSP
FN	10 days	5 days paid*
AH	1 day	Unpaid

Scenario 4		
AH	1 day	Paid*
AH	1 day	Unpaid
FN	10 days	5 days paid* 5 days SSP

SSP (Statutory sick pay) is paid after 3 consecutive days' sickness, for a maximum of 28 weeks

^{*}Payment is subject to correct notification and certification

PART TWO: MAJOR SICKNESS EVENTS, OPERATIONS, HOSPITALISATION AND RECOVERY

• Up to 30 calendar days' absence: Discretionary full pay if approved by a Director

• 30 – 60 calendar days' absence: Discretionary half pay if approved by a Director

• 60 - 90 calendar days' absence: Discretionary half pay if approved by a Director

• 90+ calendar days' absence: Statutory Sick Pay (SSP)

Any additional payments made will be entirely at the management's discretion.

All sickness absence will be the subject of ongoing monitoring.

In certain circumstances we would ask you if we could seek an independent medical opinion where it is deemed appropriate, who may then ask to contact your GP.

The Company may require you to undergo a medical examination by a medical practitioner at any stage of your employment. The Company will meet the cost of any such examination and you will co-operate in the disclosure of all results and reports to the Company.

The Company will only request such an examination where reasonable to do so but your failure to co-operate without justifiable reason may result in disciplinary action being taken.

SHORT TERM ABSENTEEISM

Individual managers will monitor sickness absence levels within their teams and take action where necessary if there are concerns about an employee's absence levels.

Where an employee's absence level meets one of the following points, the line manager will review the absence levels with the employee:

- Three or more separate instances of sickness absence in any three-month period
- Ten or more days' sickness absence in a three-month period
- Four separate periods of sickness absence in any rolling twelve-month period
- Any other recurring recognisable patterns, such as frequent absenteeism on a Friday or Monday

A review meeting(s) with the employee will be used to discuss the absence record, explore the reasons for absence, identify areas for support, set targets for improvement and clarify what further action may be taken if improvement targets are not met.

MEDICAL APPOINTMENTS

Appointments with doctors, dentists and other medical practitioners should, as far as reasonably practicable, be made outside of your normal hours of work or with minimum disruption to the working day. Time off work to attend medical appointments must be authorised by your line manager in advance.

You have no contractual or statutory right to be paid for absences relating to medical appointments. Any attendance at such appointments is made at the absolute discretion of the Company.

2.8 LEAVES OF ABSENCE

PAID ANNUAL LEAVE

The provisions relating to your entitlement to paid annual leave are set out in your contract of employment and in the section on Holidays.

RELIGIOUS HOLIDAYS

Subject to complying with the relevant provisions as to notice set out in your contract of employment and to the requirements of the Company's business, you will normally be allowed to use your annual leave entitlement to observe special religious holidays.

JURY SERVICE AND OTHER PUBLIC DUTIES

Should you be called up for jury service or required to attend court to give evidence as a witness, you must notify your line manager as soon as reasonably practicable. Time off work will normally be granted in these circumstances. You will be required to provide a copy of the court summons to support your request for time off work.

You have no contractual or statutory right to be paid for time not worked due to jury service or other related public duties. Any payment of salary by the Company during this period is done so in its absolute discretion and will be subject to the deduction of any monies received from the court in respect of loss of earnings. You must therefore submit a claim to the court for loss of earnings and claim the full allowance available to you.

If on any day on which you attend court you are told that your services are not required, you must then return to work and report to your line manager before starting work.

COMPASSIONATE LEAVE

Subject to your statutory right to time off to deal with a family emergency, if you suffer a bereavement or serious illness in your family or in a close relationship, compassionate leave may be approved by a Senior Manager. All requests for compassionate leave will be considered on an individual basis. There is no contractual or statutory entitlement to be paid for absences relating to compassionate leave. Any payment of salary during compassionate leave is made at the absolute discretion of the Company, however the Company would look to support the following:

Employees may be granted paid time off following the death of any of the relatives shown below. Payment will be your normal basic earnings.

2 weeks paid leave	Death of a child under the age of 18
A single block of 2 weeks, or 2 separate blocks of one week, to be taken within 56 weeks of the child's death	Death of a child stillborn after 24 weeks of pregnancy
5 days paid leave	Death of spouse, partner, parent, step-parent, brother, sister
1 day paid leave	Death of grandparent, grandchild, aunt, uncle, parent-in-law, child-in-law, half sibling, great grandchild

Leave to attend funerals other than included above, or to care for sick relatives or friends, should be recorded as annual leave.

MEDICAL APPOINTMENTS

The Company recognises that, from time to time, employees will need to attend medical, hospital, dental, optician and other health-related appointments. Whenever possible, employees should endeavour to arrange such appointments in their own time, not during working hours.

However, the Company also understands that it is not always possible, or practical, to arrange such appointments outside of working hours. Therefore, where this is not possible, and there is no other alternative, it is the Company's policy to allow employees reasonable time off work for such appointments.

In this instance an appointment should, as far as reasonably practicable, be outside of your normal hours of work or with the minimum disruption to your working day (i.e. made at the beginning or end of the working day or during the lunchtime period).

NOTICE REQUIREMENTS

Time off work to attend medical appointments must be authorised in advance by your manager. In any event, unless there are exceptional circumstances or except as otherwise permitted by law, no more than two hours should be taken off work for any one appointment.

You should endeavour to give as much notice as possible to your manager of the date and time of an appointment and the Company reserves the right to ask you to reschedule an appointment if the timing would have a detrimental effect on the business needs of your department.

The Company also reserves the right to ask you to provide proof of your appointment.

PAY

You have no contractual or statutory right to be paid for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is made at the absolute discretion of the Company.

PREGNANT EMPLOYEES

Employees who are pregnant have the statutory right not to be unreasonably refused time off work with pay to attend antenatal appointments made on the advice of their doctor, registered midwife or registered health visitor. Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised them to attend, as well as medical examinations.

Paid time off in such circumstances will automatically be granted, although, except in the case of the first appointment, your manager will still have the right to request evidence of your appointment and you will be required to produce a medical certificate confirming you are pregnant.

As with other medical appointments, you should endeavour to give as much notice as possible to your manager of the date and time of an antenatal appointment and, in order to minimise disruption, you should try to arrange it as close to the beginning or the end of your working day as possible.

TIME OFF TO ACCOMPANY TO ANTENATAL APPOINTMENTS

If you are the spouse or civil partner of a pregnant woman, or the partner of a pregnant woman who lives with her in an enduring family relationship (but not her relative), or you are the father of an expected baby, you are entitled to take unpaid time off work in order that you may accompany the pregnant woman to an antenatal appointment made on the advice of a registered medical practitioner, registered midwife or registered nurse. This is limited to a maximum of two occasions, with each occasion lasting no more than 6.5 hours.

The Company can request you to sign a declaration in this regard which states that you have a qualifying relationship with a pregnant woman or her expected baby, you are taking the time off to accompany her to an antenatal appointment made on the advice of a registered medical practitioner, registered midwife or registered nurse and the date and time of the appointment.

As with other medical appointments, you should endeavour to give as much notice as possible to your manager of the date and time of an antenatal appointment to which you will be accompanying a pregnant woman and, in order to minimise disruption, you should try to ensure that it is arranged as close to the beginning or the end of your working day as possible.

If the pregnant woman is a surrogate mother, this right also applies to the intended parent if they are the potential applicant for a parental order.

Subject to your statutory right to time off to deal with a family emergency, the Company expects you to use your paid annual leave entitlement for time off needed to care for sick relatives or friends.

SPECIAL UNPAID LEAVE

The Company may, in certain circumstances, consider requests for special unpaid leave, for example, for the purposes of education, family responsibilities or for important personal reasons. However, the Company expects you to use your paid annual leave first. Otherwise, any further time off for special reasons will only be granted at the absolute discretion of the Company and you have no contractual or statutory right to be paid for this leave. If you wish to apply for special leave, you should do so in writing to a Director, stating the period of leave requested and the reasons for it. Requests for special leave will be assessed on their individual merits and circumstances. Special leave is operated entirely at the discretion of the Company and it may be withdrawn at any time.

GENERAL

Failure to return from leave and report for work on the due date of return without reasonable excuse is a disciplinary offence and will be dealt with in accordance with the Company Disciplinary Procedure.

2.9 MATERNITY, PARENTAL & ADOPTION LEAVE

We operate maternity, parental and adoption leave and any related pay provision in accordance with the statutory regulations.

INTRODUCTION

This section sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and covers the arrangements for ante-natal care, pregnancy-related illness, maternity leave and pay. The Company implements the maternity rights set out in legislation.

The following abbreviations are used in this section:

EWC Expected Week of Childbirth - the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

SMP Statutory Maternity Pay.

QW The Qualifying Week for SMP - the 15th week before the EWC.

Under health and safety legislation once you have notified your workplace of pregnancy, a Risk Assessment must be carried out in your workplace.

If appropriate please ask for full details.

MATERNITY RIGHTS

You have the following key maternity rights:

- Time off for ante-natal care
- Maternity pay linked to your level of earnings
- Maternity leave

NOTIFICATION OF PREGNANCY

On becoming pregnant, you should notify your line manager as soon as you feel able to do so. This is important because there are health and safety considerations for the Company.

By the end of the Qualifying Week, or as soon as reasonably practicable afterwards, you are required to provide the following information in writing to the Company:

- That you are pregnant
- Your EWC
- The date on which you intend to start your maternity leave

In addition, you will need to provide your line manager with a MATB1 certificate. The MATB1 is issued by your doctor or midwife and it states when your baby is due. The certificate must have either your doctor's name or address on it, or if issued by a midwife, her name and registration number.

You are permitted to bring forward your maternity leave start date, provided you advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your maternity leave start date, provided you advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

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

TIME OFF FOR ANTE-NATAL CARE

Once you have advised the Company that you are pregnant, you are entitled to take reasonable time off work with pay to attend the ante-natal clinic and other ante-natal appointments made on the advice of your doctor, registered midwife or registered health visitor. Ante-natal care may include relaxation and parent craft classes that your doctor, midwife or health visitor has advised you to attend, as well as medical examinations.

In order to be entitled to take time off for ante-natal care, you are required to produce a medical certificate from one of the above, stating that you are pregnant. Except in the case of your first appointment, you should also produce evidence of the appointment, such as an appointment card, to your line manager. You must endeavour to give your line manager as much advance notice as possible of ante-natal appointments and you should try to arrange them as close to the start or the end of your working day as possible.

HEALTH AND SAFETY

The Company has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment which may include assessing the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind which could involve a risk of harm or danger to their health and safety or the health and safety of their baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace. If applicable, the Company will provide you with information as to any risks identified in any risk assessment.

If the risk assessment reveals that you would be exposed to health hazards in carrying out your normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering your working conditions. In some cases, this may mean offering you suitable alternative work (if available) on terms and conditions, which are not substantially less favourable.

If it is not possible for the Company to alter your working conditions to remove the risks to your health and there is no suitable alternative work available to offer you on a temporary basis, the Company may suspend you from work on maternity grounds until such time as there are no longer any risks to your health. This may be for the remainder of your pregnancy until the commencement of your maternity leave. If you are suspended in these circumstances, your employment will continue during the period of the suspension and it does not in any way affect your statutory or contractual employment and maternity rights.

SICKNESS ABSENCE

If you are absent from work during your pregnancy due to sickness, you will receive sick pay in the same manner as any other sickness absence provided that you have not yet begun ordinary maternity leave. If, however, you are absent from work due to a pregnancy-related illness after the beginning of the 4th week before the EWC but before the date you have notified, or before you have notified a date, on which you intend to commence your maternity leave, then your maternity leave will usually begin automatically on the day after the first day of your absence. You must notify the Company that you are absent from work wholly or partly because of pregnancy as soon as is reasonably practicable and, until your maternity leave commences, you are still required to comply with the reporting procedure set out in the section on Sickness Absence.

MATERNITY LEAVE

All pregnant employees are entitled to take up to 26 weeks' ordinary maternity leave and up to 26 weeks' additional maternity leave, making a total of 52 weeks. This is regardless of the number of hours worked or length of service. Additional maternity leave begins on the day after ordinary maternity leave ends.

Ordinary maternity leave can start at any time after the beginning of the eleventh week before your EWC (unless your child is born prematurely before that date). Maternity leave will start on whichever date is the earlier of:

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

If you give birth before your maternity leave was due to start, you must notify the Company in writing of the date of the birth as soon as reasonably practicable.

The law requires all employees to take a minimum of two weeks of compulsory maternity leave immediately after the birth of their child (four weeks for factory workers).

ORDINARY MATERNITY LEAVE

During the period of ordinary maternity leave, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind will continue, annual leave entitlement will continue to accrue and pension contributions will continue to be made. Your pension contributions will be based on your actual pay whilst the Company's contributions will be based on the salary you would have received had you not gone on maternity leave.

Salary will be replaced by statutory maternity pay (SMP) if you are eligible to receive it. On resuming work after maternity leave, you will be entitled to benefit from any general pay increases that may have been awarded in your absence.

You should endeavour to take any outstanding annual leave that may be due to you before the commencement of your ordinary maternity leave. You are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during maternity leave, you should take the full year's entitlement before starting your maternity leave: see the section on Holidays for further information.

ADDITIONAL MATERNITY LEAVE

During the period of additional maternity leave, your contract of employment continues in force and, as is the case during the period of ordinary maternity leave, you are entitled to receive all your contractual benefits, except for salary. Any benefits in kind will continue and annual leave entitlement will continue to accrue.

Salary will be replaced by statutory maternity pay (SMP) for the first 13 weeks of additional maternity leave if you are eligible to receive it. The remaining 13 weeks of additional maternity leave will be unpaid.

Pension contributions will continue to be made during the period when you are receiving SMP but not during any period of unpaid additional maternity leave.

MATERNITY PAY

Enhanced maternity pay at full pay is payable for the first 2 weeks of maternity leave for the 1st and 2nd child born.

SMP is payable for up to a further 37 weeks during your maternity leave. You are entitled to SMP if:

- You have been continuously employed by the company for at least 26 weeks at the end of the qw and you are still employed during that week
- Your average weekly earnings in the eight weeks up to and including the qw are not less than the lower earnings limit for national insurance contributions
- You are still pregnant eleven weeks before the start of your EWC (or have already given birth)
- You provide a mat b1 certificate stating your EWC
- You give the company proper notification of your pregnancy in accordance with the rules set out above

For weeks 3-6 of your maternity leave, SMP is paid at the higher rate, which is equivalent to 90% of your average weekly earnings calculated over the period of eight weeks up to and including the QW. For the purpose of calculating average weekly earnings, shift allowances, on-call allowance, over-time payments, bonuses and commission are all included.

The standard rate of SMP is paid for the remaining 33 weeks (or less if you decide to return to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings calculated over the period of eight weeks up to and including the QW if this is lower than the Government's set weekly rate.

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave (whether ordinary or additional maternity leave), the higher or standard rate of SMP will be re-calculated to take account of your pay rise, regardless of whether SMP has already been paid.

This means your SMP will be re-calculated and increased retrospectively, or that you may qualify for SMP if you did not previously. You will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

SMP is paid into your bank account in the same way as salary is normally paid.

SMP is treated as earnings and is therefore subject to income tax and National Insurance deductions.

Payment of SMP cannot start prior to the eleventh week before your EWC. SMP can start from any day of the week in accordance with the date you start your maternity leave.

SMP is payable whether or not you intend to return to work after your maternity leave.

It is important for maternity pay purposes that you notify your line manager if, during the maternity pay period, you are taken into legal custody or start to work for another employer.

If you have been working for the Company for less than 26 weeks at the QW, you are not eligible to receive SMP. You may, however, be able to apply to the Department of Work and Pensions for Maternity Allowance if you meet their qualifying conditions.

CONTACT DURING MATERNITY LEAVE

Shortly before your maternity leave starts, the Company will discuss the arrangements for you to keep in touch during your leave, should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you from time to time during your maternity leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

KEEPING IN TOUCH DAYS

Except during the first two weeks from childbirth, you may agree to work for the Company for up to a maximum of ten days during either your ordinary or additional maternity leave without that work bringing the period of your maternity leave to an end and without loss of a week's SMP. These are known as "keeping in touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require you to carry out any work, and you have no right to undertake any work, during your maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping in touch days, is entirely a matter for agreement between the Company and you. Any keeping in touch days worked do not extend the period of your maternity leave. Once the keeping in touch days have been used up, you will lose a week's SMP for any week in which you agree to work for the Company.

RETURNING TO WORK

You will have been formally advised in writing by the Company of the date on which your maternity leave will end and the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave. You are expected to return on this date, unless you notify the Company otherwise. If you are unable to attend work at the end of your maternity leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

Whilst you are under no obligation to do so, it would assist the Company if you could confirm as soon as convenient during your maternity leave that you will be returning to work as expected.

If you wish to return to work earlier than your expected return date, you must give the Company, preferably in writing, at least eight weeks' notice of your proposed date of early return. If you fail to do so, the Company may postpone your return to such a date as will give the Company eight weeks' notice, provided that this is not later than your expected return date.

If you decide not to return to work at all after maternity leave, you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment. If the notice period would expire after your maternity leave has ended, the Company may require you to return to work for the remainder of your notice period.

SHARED PARENTAL LEAVE

If you give notice to end your maternity leave early and to formally opt in to the shared parental leave scheme instead, you may then be eligible to share the balance of your leave (and pay) with your spouse, civil partner or cohabiting partner, or the father of your child, (if they are also eligible) as shared parental leave (and statutory shared parental pay, if applicable).

Shared parental leave is available for up to 52 weeks, reduced by the number of weeks of maternity leave you have taken (the compulsory maternity leave period must still be taken). It is up to you and your spouse or partner to agree between yourselves the amount of shared parental leave each of you will take, assuming you are both eligible, as long as the total time taken does not exceed the maximum permitted between you.

Shared parental leave can also be taken consecutively or concurrently but it must start no earlier than the date on which your baby is born and it must end no later than twelve months after the date of childbirth. If you wish to consider shared parental leave, further details can be obtained from your Line Manager.

Shared parental leave replaces the right to additional paternity leave.

YOUR RIGHTS ON RETURN TO WORK

On resuming work after ordinary maternity leave, you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions of employment as if you had not been absent. On resuming work after additional maternity leave, again you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions as if you had not been absent. If, however, there is some reason why it is not reasonably practicable for the Company to take you back in your original job, you will be offered suitable alternative work of equivalent status and responsibility and on terms and conditions that are no less favourable than would have applied if you had not been absent.

If you are a full-time employee, you have no automatic right to return to work on a part-time basis or to make other changes to your working patterns at the end of your maternity leave. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Company's business. It is the Company's policy to promote flexible working arrangements for all employees and in particular for women returning from maternity leave. Further details, including the procedure to be followed, can be found in the section on Flexible Working. If you would like this option to be considered, you should write to your line manager setting out your proposals as far in advance of your return date as possible, so that there is adequate time for full consideration of your request.

Under health and safety legislation once you have notified your workplace of pregnancy, a Risk Assessment may be carried out in your workplace.

PARENTAL & ADOPTION LEAVE POLICY

We operate parental leave and any related pay provision in accordance with the statutory regulations.

This section sets out the Company's policy on parental leave. The Company implements the parental leave rights set out in legislation. Parental leave is additional to paternity leave, shared parental leave, maternity leave, adoption leave and time off to deal with family emergencies.

ENTITLEMENT TO 'ORDINARY PARENTAL LEAVE' (PREVIOUSLY REFERRED TO AS PARENTAL LEAVE)

All periods of parental leave are unpaid. There is no contractual or statutory entitlement to be paid for absences relating to parental leave. Any payment of salary during parental leave is made at the absolute discretion of the Company.

Both mothers and fathers can take parental leave.

In order to qualify for parental leave, you must have worked for the Company for a continuous period of one year by the time you want to take the leave. If you have already taken part of your parental leave with a previous employer, you will not be able to take any further parental leave until you have completed one year's continuous employment with the Company.

You are entitled to take up to 18 weeks' parental leave in order to care for a natural or an adopted child (or to make arrangements for the child's welfare) if you meet one of the following eligibility conditions:

- You are the natural parent of or you have acquired formal parental responsibility for a child who is under 18 years old, or a disabled child who is under 18 years old.
- You have adopted a child under the age of 18

In the case of birth fathers, you must be named on the child's birth certificate.

A disabled child is one for whom Disability Living Allowance has been awarded.

WHEN PARENTAL LEAVE MAY BE TAKEN:

The right to take ordinary parental leave has been simplified and extended so that the leave can be taken at any time before the child's 18th birthday in all situations. There are no longer different rules for disabled children or adopted children.

Assuming you are eligible, you can choose to take parental leave:

- Up until the child's 18th birthday
- In adoption cases up until the child's 18th birthday
- In the case of a child with a disability, up until the child's 18th birthday

TAKING TIME OFF FOR PARENTAL LEAVE

Parental leave is for each child, so in the case of twins, 18 weeks' leave may be taken for each child. You must take parental leave in blocks of one week. If you take parental leave for a shorter period than one week (for example, two days), that will constitute a week's leave for the purpose of calculating your 18 weeks' parental leave entitlement (although you will continue to be paid as normal for the time you work). The exception to this is that parents of disabled children can take leave in blocks of one day.

A maximum of four weeks' parental leave can be taken in respect of any child during any one calendar year. Each parent is entitled to parental leave.

PROCEDURE FOR NOTIFYING A REQUEST TO TAKE PARENTAL LEAVE

You are required to give at least 21 days' written notice to a Manager/ Director of your proposed parental leave dates. If leave is to be taken immediately after birth or adoption, 21 days' written notice of the expected week of childbirth or the expected week of placement for adoption should be given. You must specify the dates on which your period of parental leave is to start and finish.

If it is not reasonably practicable for you to comply with the 21 days' notice requirement, you should give notice as soon as reasonably practicable. If you give notice that you wish your leave to start on the date of birth or adoption and that date is sooner or later than expected, your leave will begin on the actual date of birth or adoption.

At the time of requesting parental leave, you should:

- Provide the name of the child in respect of whom you wish to take leave, stating their date of birth and your relationship to them
- Produce an appropriate birth or adoption certificate or such other documentation as the Company may reasonably request
- Produce evidence of your child's entitlement to Disability Living Allowance (where relevant)
- Specify parental leave as the reason for absence
- Declare any periods of parental leave you have taken with a previous employer.

PERIODS OF PARENTAL LEAVE WITH PREVIOUS EMPLOYERS

The period of 18 weeks' leave is the maximum you can take and periods of leave taken with a previous employer will be taken into account when calculating this period. The Company will expect you to declare periods of leave with a previous employer either before or at the time of making a request for parental leave. The Company may also check with your previous employer how much parental leave you have taken at your previous employment.

POSTPONEMENT OF PARENTAL LEAVE

The Company reserves the right to postpone a period of parental leave for up to six months where it considers the operation of its business would be unduly disrupted if the leave were to be taken at the time requested. For example, leave may be postponed during particularly busy periods, seasonal peaks or where a significant proportion of your department have already applied to be absent from work at the same time.

The Company will confirm any postponement arrangements in writing no later than seven days after receipt of your request to take parental leave. This letter will state the reason for postponement and set out the proposed new dates of parental leave. The Company will attempt to agree with you a suitable alternative date when the parental leave can commence.

The Company will not postpone leave if you have given notice to take it immediately after the time the child is born or is placed with you for adoption.

RIGHTS DURING PARENTAL LEAVE

During parental leave your contract of employment continues. You are entitled to all of your statutory employment benefits, but some contractual benefits can be suspended by the Company. For example, you will continue to accrue your statutory annual leave entitlement during parental leave but you do not have the right to accrue any additional contractual annual leave entitlement.

Your seniority, pension rights and rights to any other service-related benefits are unaffected by parental leave.

RIGHT TO RETURN TO WORK AFTER PARENTAL LEAVE

At the end of parental leave, you will be entitled to return to the same job on the same terms and conditions as if you had not been absent, provided always that your period of parental leave was for a period of four weeks or less and that you have not taken parental leave immediately after taking additional maternity leave or additional adoption leave.

Where your period of parental leave is taken immediately after taking additional maternity leave or additional adoption leave or your parental leave period is more than four weeks, again you will be entitled to return to the same job on the same terms and conditions as if you had not been absent.

If, however, there is some reason why it is not reasonably practicable for the Company to take you back in your original job, you will be offered suitable alternative work of equivalent status and responsibility and on terms and conditions that are no less favourable than would have applied if you had not been absent.

CLAIMING PARENTAL LEAVE DISHONESTLY

If you act dishonestly in claiming an entitlement to parental leave, this is a disciplinary offence and will be dealt with under the Company's disciplinary procedure. This includes attempting to claim leave for a child who is too old, claiming leave for purposes other than caring for a child or misleading the Company about parental leave taken with a previous employer. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.

PATERNITY LEAVE

If you are a new father, you are entitled to either one or two weeks' paternity leave. To be eligible, must have been working for the company for 26 weeks by the end of the 15th week before the week your baby is due; you must take your leave in one go.

You will be entitled to a statutory weekly payment, any money you get is paid in the same way as your salary, e.g. monthly and Tax and National Insurance will be deducted, current rates will be confirmed at the time.

COMPANY PATERNITY SCHEME

The company operates an enhanced payments scheme; employees will become eligible when they have completed 12 months of continuous service.

The following payments will be made:

- 2 weeks full pay for 1st and 2nd child born
- Limited to a total of two payments
- A maximum of one payment in a two-year period

ADOPTION LEAVE

We operate adoption leave, and any related pay provision in accordance with the statutory regulations.

ELIGIBILITY

You must have worked for your employer continuously for at least 26 weeks by the 'matching week'.

For adoption this is either:

- The end of the week you're matched with the child (UK adoptions)
- The date the child enters the UK or when you want your pay to start (overseas adoptions)

START AND END DATES - PATERNITY LEAVE

Your period of Paternity Leave can start:

- On the date of placement
- An agreed number of days after the date of placement
- On the date the child arrives in the UK or an agreed number of days after this (overseas adoptions only)

2.10 FLEXIBLE WORKING

It is the Company's view that the promotion of flexible working arrangements increases staff motivation, performance and productivity, reduces stress and encourages staff retention by enabling employees to balance their work life with their other priorities.

You may wish to apply for flexible working to accommodate caring arrangements, charity work, leisure activities, external study or indeed for any other purpose. All employees are eligible to apply for flexible working regardless of their seniority, current working pattern, age, sex, race, religion, sexual orientation, whether they have a disability or whether they are employed on a permanent or fixed-term basis.

THE STATUTORY RIGHT

Employees have a statutory right to request to work flexibly and to have their flexible working application dealt with in a reasonable manner. In order to make a request under the statutory right, you must have worked for the Company for a continuous period of 26 weeks at the date of application. You must also not have made another request to work flexibly under the statutory right during the previous twelve months.

THE FLEXIBLE WORKING APPLICATION PROCEDURE

You can apply to vary the number of hours you work, the times you work or your place of work (between your home and the Company's place of business). Although the Company is committed to being flexible on working patterns for its employees, you must recognise that the requirements of the business are paramount and it may not be appropriate or possible for flexible working arrangements to apply to all jobs across all areas of the business.

You should comply with the following procedure to make your application for flexible working arrangements:

- Make your request in writing setting out the flexible working arrangement you seek.
- If necessary, the Company will arrange a meeting with you to discuss the changes you have proposed, the effect of the proposed changes and any possible alternative work patterns that might suit. You may be accompanied at this meeting by a work colleague
- The Company will consider your request and will make a practical business assessment on whether and, if so, how it could be accommodated
- The Company will notify you of its decision. If the Company accepts your request, it will write to you, establishing a start date and providing a written note of the contract of employment variation. If your application is refused, the Company will explain the grounds for refusal in writing and confirm the internal appeal procedure
- Where your request is accepted, unless otherwise agreed, it constitutes a permanent change to your terms and conditions of employment. This means you do not have the right to revert to your previous pattern of working at a future date. However, depending on the circumstances of the case, at its absolute discretion the Company may be willing to agree to a temporary change to your terms and conditions of employment for a specified period only. In that case, you would then revert back to your previous pattern of working after the specified period comes to an end

- You may appeal against a refusal of your flexible working request within five working days of the decision. Appeals must be made in writing and state the grounds for your appeal. The Company may then set up a meeting with you to discuss your appeal and you may be accompanied at this meeting by a work colleague. Whether or not an appeal meeting is held, the Company will write to you to notify you of the outcome of your appeal
- The Company will notify you of its decision on your flexible working application
 within three months beginning with the date on which your application is made, or
 such longer period as may be agreed between the Company and you. This decision
 period includes dealing with any appeal against a decision to refuse your flexible
 working request.

GROUNDS FOR REFUSAL

The Company may refuse your flexible working application on one or more of the following business grounds:

- The burden of additional costs
- The detrimental effect it would have on the Company's ability to meet customer demand
- The Company's inability to re-organise work amongst existing staff
- The Company's inability to recruit additional staff
- The detrimental impact it would have on quality
- The detrimental impact it would have on performance.
- The insufficiency of work available during the period when you propose to work
- The Company's planned structural changes.

In refusing an application, the Company will provide details relating to why the particular ground applies in the circumstances.

Each request for flexible working will be dealt with individually, taking into account the likely effects the changes will have on the Company, the work of the department in which you are employed, your work colleagues and the particular circumstances of the case. This means that if the Company agrees to one employee's request, this does not set a precedent or create a right for another employee to be granted the same or a similar change to their work pattern. For example, having approved one flexible working request, this may mean that the business context has changed and this may be taken into account when considering a second request from another employee against the above business grounds.

2.11 ATTENDANCE AND TIMEKEEPING

Regular and punctual attendance is expected from all staff.

However, if because of any sort of delay, you think you will be late for work you must contact your place of work as soon as possible and let them know what has happened.

2.12 ACCIDENT REPORTING & FIRST AID

All accidents at work must be reported immediately and recorded in the Accident Book. It is your responsibility by law to accurately report all accidents immediately.

Familiarise yourself with the first aid procedures as soon as possible on appointment and make sure you know the location of the first aid resources and equipment.

2.13 MEDICATION

No medication will be provided by or kept on Company premises.

The company can take no responsibility for personal medication. If you are taking any personal medication, prescribed or otherwise please ensure that it is kept safe and secure and not kept in any other location where others might have access to it.

2.14 HEALTH & SAFETY AT WORK

It is the responsibility of every one at work, whether in the office or a site location to protect themselves from risk and to take reasonable care for the health and safety of themselves and others.

You must report any incidents or issues, which give you any cause for concern.

Do not place yourself at risk under any circumstances. Always give some prior thought to your actions, related to the location and circumstances you are in.

You are asked to promote health and safety standards in the work place as set out in the Health & Safety Policy Handbook.

2.15 FIRE EVACUATION

You must familiarise yourself with the fire and evacuation procedures in your workplace.

Fire drills will be held periodically and fire procedure notices posted accordingly; employees are required to 'sign in' upon arrival.

You should know the procedure, method of exit and assembly point and you will be required to sign to confirm your understanding of these procedures.

2.16 EXPENSES

Expenses incurred by employees will be reimbursed in accordance with the rules outlined below. These rules are designed to provide for the reimbursement of reasonable out-of-pocket expenses wholly, exclusively, necessarily and actually incurred by an employee engaged on the business of the Group in the UK or overseas, which they would not otherwise have incurred.

In order to claim back expenses an employee must complete a monthly expense report and submit this to the Accounts Department by the end of the third working day of the month. This should include a description of the expenditure incurred and the reason it was necessary. If the value of the monthly expense report is more than £500 then this must be authorised by an employees' line manager prior to submission. VAT receipts are required for all expenditure incurred.

TRAVELLING EXPENSES TRAVELLING BY CAR

The Group will reimburse travelling expenses necessarily incurred for business purposes. The miles to be claimed for each business trip should be the lower of the distance from the employees' normal office to the site visited, and the actual distance travelled from their home to the site visited. Journeys between an employees' home and their normal office are considered private and not business travel and as such, no claim should be made for these journeys. The mileage rates to be used are set by the Group on a quarterly basis, and must be applied to all relevant claims in the period.

OTHER TRAVEL

The following travel expenses will be paid where a car is not being used:

- Standard class rail or coach fares
- Taxi fares where suitable public transport is not available
- Economy class air-fares (requires line manager approval in advance)

The Group is not responsible for any fines or penalty fares that an employee may receive whilst on Group business and these must be paid by the employee.

SUBSISTENCE EXPENSES

If an employee is required to stay away from home overnight on Group business, the reasonable costs of overnight accommodation (i.e. evening dinner, bed and breakfast) at an appropriate hotel will be reimbursed. The Group will not reimburse items of a personal nature.

If an employee is required to stay away from home overnight on Group business they may decide to stay with friends/relatives, which in turn will reduce the cost to the Group as normal overnight accommodation costs will not be incurred. As such, a reasonable level of expenditure with the friends/relatives is considered a valid expense which can be reclaimed.

If an employee is working away from their normal office and, as a result, the total time away from home is an hour or more longer than would normally be the case, then the employee may claim reasonable costs for subsistence.

TELEPHONE CALLS

Where an employee is provided with a company mobile phone, all calls made using this phone will be paid for centrally and personal calls should be kept to a reasonable level. Where Wi-Fi calling is available, this should be enabled in the phone settings to reduce the cost of calls made. Due to the potentially high costs to the Group, data should only be used for business purposes. When travelling abroad all reasonable efforts should be made to limit the cost of using the company mobile phone, through only using the phone when necessary and through connecting to hotel Wi-Fi___33 etc.

All allocated mobile phones are supported by itemised bills and monitored to ensure there is no excessive expenditure that, if appropriate, will be charged to the employee personally.

HOME INTERNET

Home internet costs are not considered an additional expense that is only being incurred as a result of an employee's employment within the Group. These costs are, therefore, not able to be reclaimed through the expense system.

STAFF AND CLIENT ENTERTAINMENT

In normal circumstances, only the Directors are permitted to claim back expenses for staff and client entertaining. Occasionally, some employees may be required to provide staff or client entertaining. An employee must judge what is reasonable in the circumstances, and it would normally be expected that the employees' line manager has agreed that this expenditure is reasonable before any commitments are made.

Client entertaining means hospitality provided by the Group or its employees to non-Group employees in connection with the business of the Group.

OTHER EXPENSES

Employees should seek the prior approval of their line manager for any expenses not covered by the above guidelines, or if they are unsure about any specific situation.

2.17 CORPORATE HOSPITALITY

CORPORATE HOSPITALITY GIVEN

Corporate hospitality means hospitality of any kind provided by the Group or its employees in connection with the lawful business of the Group. All corporate hospitality expenses must be approved in advance by a Director of the Group. In addition, an employees' line manager must agree in advance to the level of any corporate hospitality expenses, before any commitments are made, taking in to account what is reasonable and proportionate in the circumstances.

All corporate hospitality will be closely monitored by the Group. This is because it may amount to bribery, which is a criminal offence, where the person offering the hospitality intended the recipient to be influenced to act improperly. This is most likely to be the case where the hospitality is lavish, extraordinary or excessive.

CORPORATE HOSPITALITY RECEIVED

Corporate hospitality may also be received by an employee, for example an employee may receive an invitation to a customers' event in connection with their employment. Whilst the Group does not wish to prohibit attendance at genuine corporate hospitality events, it is not expected that employees would attend lavish, extraordinary or excessive events held by customers, clients, suppliers, contractors or by any other person or organisation with which the Group has, or might have, business connections.

Each employee is under an obligation to report a corporate hospitality invitation that they would wish to accept, including the nature of the event and the identity of the person or organisation offering it, to their line manager as soon as they receive the invitation. Failure to report the invitation, and then to attend the event without permission, constitutes a disciplinary offence and will be dealt with in accordance with the Group's disciplinary procedure. Depending on the gravity of the offence, this may be treated as gross misconduct and could render the employee liable to summary dismissal.

If the Group determines that the corporate hospitality proposed is lavish, extraordinary or excessive, the employee will be required to send a letter declining the invitation.

In cases where the Group determines that the hospitality is genuine, proportionate and reasonable, the employee may, at their line manager's discretion, be permitted to attend the event (subject to any agreement relating to time off work where the event is taking place during normal working hours).

2.18 BRIBERY LEGISLATION

The Bribery Act 2010 came into force on 1 July 2011. This Act now regulates how businesses in the UK conduct their activities in the UK and overseas.

A bribe is defined as a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or company to induce or influence that individual or company to perform its public or corporate functions or duties in an improper manner (i.e. not in good faith, not impartially, or not in accordance with a position of trust).

Under the Bribery Act 2011 it will be a criminal offence for:

- A company, employee or associated person (which includes consultants, agents, contractors or temporary staff) acting for, or on behalf of, the company to offer, promise or give a bribe;
- A company, employee or associated person acting for, or on behalf of, the company to request, receive or agree to receive a bribe whether or not they actually receive the bribe;
- An employee or associated person acting for, or on behalf of, the company offering, to promise or give a bribe to a foreign public official with the intention of influencing that official in the performance of his/her duties to gain an advantage; and
- A company to fail to prevent bribery by its employees or associated persons acting for, or on behalf of, the company.

If an individual is guilty of an offence under the Act they can receive a prison sentence of up to 10 years and a fine of up to £5,000. Companies can receive unlimited fines.

The Company will ensure that staff are aware of their legal responsibilities under the Act. The Company will also be introducing procedures to ensure that it complies with the provisions of the Bribery Act 2010 and that its business is at all times conducted ethically and professionally. (See Gifts Report Form below)

The Company operates a zero-tolerance approach to any attempts at bribery by, or of, its employees. All employees are expected to report any suspected bribery activity to the Company, following the Company's anti-bribery procedures.

All employees will receive the support of the Company if they report in good faith any suspected bribery even if, following an investigation, it is found that no bribery took place.

In the event that the Company believes an employee or associated person has been involved in any bribery activity it will invoke its disciplinary procedure. The Company will carry out a full investigation and if the allegations are upheld, this may result in a finding of gross misconduct and immediate dismissal or the Company may immediately terminate its contractual arrangements with any associated person. The Company will report issues to the regulatory authorities when appropriate.

All managers will ensure that their teams are fully aware of, and comply with, the Company's anti-bribery procedures.

GIFTS REPORT FORM

This form is to record any gifts that you may receive from clients, customers, suppliers and contractors, including prospective and former clients, customers, suppliers and contractors, or from any other person or organisation with which the Company has, or might have, business connections. A gift is deemed to be any payment or item given to you on an apparent ex gratia basis by any party in connection with your employment by

the Company. It must be completed as s your manager for assessment.	oon as you receive the gift and then passed to
	n relation to the receipt of small promotional ndars or stationery that bear the company name or these have no significant financial value.
Full name of employee:	
Date of receipt of the gift:	
Please give full details of the nature of t	he gift:
Your estimated value of the gift:	
Please give full details of the identity of business relationship with them:	the sender of the gift, including the nature of your
Was the gift received for a special occas	ion, for example Christmas?
YES / NO	
If yes, please specify the occasion:	
	en on this form is correct. I understand that it information on this form or to fail to report the
Signed:	Signed:
(Insert name of employee)	(Insert name of manager)

2.19 SMOKING, ALCOHOL & DRUGS

The Company operates a **No Smoking** policy.

It is the policy of the Company that all of our workplaces are smoke-free and that all employees have a right to work in a smoke-free environment. Smoking is therefore prohibited in all areas of the workplace. Smoking for these purposes includes the use of cigarettes, cigars, pipes, electronic cigarettes (or e-cigarettes) and any other types of smoking.

Failure to comply with the above rules is a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Where the smoking creates a clear health and safety hazard, then such behaviour constitutes gross misconduct and could render the employee liable to summary dismissal.

If a consultant, contractor, client, customer, member of the public or visitor does not comply with this policy, they will be warned that they are committing an offence, requested to immediately refrain from smoking and, if they refuse, they will be asked to leave the premises.

If you wish to smoke, you must do this in your own time either outside your normal hours of work or during designated breaks, such as your lunch break. You are not permitted to take additional smoking breaks during the day.

Alcohol and drugs are not allowed on company premises.

Attendance at work under the adverse influence of drugs or alcohol is considered gross misconduct

2.20 CONFIDENTIALITY & COPYRIGHT

You should not during the period of your employment with the Company, use or disclose any trade secret or confidential information entrusted to you. Such trade secrets or confidential information includes, but is not limited to, information concerning the Company e.g.

- Pricing information, hourly rates and contract details
- List of clients and information relating to client requirements held on database.
- Future plans of the Company
- Finances of the Company
- Employee's salaries.
- Any documentation or information relating to a client, or derived from any contract on which you are working or have worked.

The Company reserves the right to retain copyright of any original work produced as part of your normal contracted duties and responsibilities.

2.21 PERSONNEL RECORDS

The Company will hold your personnel information record. This information is considered strictly confidential and subject to the provisions of the Data Protection Act.

2.22 SECURITY & RIGHT TO SEARCH

Whilst most employees are loyal and trustworthy, it is an unfortunate fact that some employees may occasionally be dishonest or they may try to bring drugs or alcohol into the workplace in contravention of the Company's rules and procedures (see the section on Alcohol and drugs).

In order to counter these potential problems, the Company reserves the right to carry out personal searches of employees in the workplace. Searches will be conducted having regard to the section on Equal Opportunities and Dignity at Work and entirely on a random basis. They may be carried out at any time whilst an employee is in the workplace.

Searches will be confined to requesting the employee to empty out the contents of their pockets or bag and to remove any jackets, coats, shoes or other outer clothing. Employees will be searched by either a line manager or an officer who is of the same sex as the employee being searched and the search will take place in private. If the employee to be searched would like to have a fellow employee present to act as a witness, this will be arranged.

The Company will keep a record of all personal searches conducted, including the date, time and results of each search and the identities of the employee and the searching officer. This information will be stored confidentially and will be reviewed on as appropriate to ensure that searches are being carried out fairly and randomly.

If you refuse to submit to a personal search without reasonable excuse, this is a serious matter and will be dealt with in accordance with the Company's disciplinary procedure.

You will be given full information about the security arrangements of the office.

In the case of your personal property we cannot accept any liability or responsibility if it is lost, stolen or damaged at work. You are strongly advised not to bring any valuable personal items to work.

2.23 INSURANCE COVER

The Company is covered by third party public liability cover, which includes employees and public liability, buildings, contents and professional indemnity.

For further information, please ask the Accounts Department.

2.24 TRAVEL ON WORK BUSINESS

Claim details are available from the Finance department.

2.25 TRADE UNIONS

The Company has no formal recognition agreement with any Trade Union or Professional Association, but it will at all times comply with its legal requirements in respect of trade union legislation.

2.26 PENSIONS ENTITLEMENT

The company offers a Pension Scheme to its employees, employees are eligible to join and full details can be obtained from the **Accounts Department**.

2.27 REFERENCES

References requested for current or past employees must only be prepared, signed and authorised by a Director.

SECTION 3 EMPLOYEE AMENITIES & SERVICES

3.1 PARKING AND TRANSPORT FACILITIES

Vehicle parking is your own responsibility when on site. The Company cannot be held responsible for any damage caused to vehicles parked whilst you are at work.

3.2 EMPLOYEE COMMUNICATIONS

There will be regular communication between you and your colleagues on a range of work related issues. Communication may be through one to one meetings or team meetings, or it may be written down in the form of memos or internal documents or Company Newsletter. These will normally be timed to take place according to the needs of the job and are a two-way process.

3.3 OTHER FACILITIES & SERVICES

You should check with the Company what other facilities on site might be made available to you e.g. Videos, journals and magazines, PC's, photocopier etc.

3.4 INTERNET, E-MAIL, TELEPHONE & OTHER COMMUNICATION.

The above facilities may be made available to you in the course of your work and it is anticipated that you will need to make extensive use of one or all of these facilities. Whilst the Company encourages you to fully explore the potential of Information Technology facilities in your work, it must ensure that sensible and reasonable provision is made at all times and that acceptable working standards are maintained:

E-MAIL

Use of E-mail will normally be restricted to work related activities only. The Company may allow limited use of e-mail for personal purposes provided it is kept to a minimum and is carried out during the lunch break period, or before/after core hours of the office.

INTERNET

Workplace use of the Internet is normally restricted to work related activity only. The Company may allow limited use of the Internet for personal use provided that it is kept to a minimum and is carried out during break periods, or before/after core hours of the work.

Note: In allowing some limited personal usage, the Company anticipate that all staff adopt a sensible and professional approach and that propriety is maintained. In particular, the content of e-mail must not involve access to unsavoury or unsatisfactory material, violent, or degrading images such as those reported in solicited or unsolicited pornographic web sites, or in emails. (Where any employee is found to be using or accessing such material via the company's I.T. system, they will be subject to immediate disciplinary action).

TELEPHONE USAGE AND PERSONAL MOBILE PHONES

Workplace use of the landline telephone will normally be restricted to workplace activity only. The company will allow limited use of telephone activity for personal use. Personal mobile phones should be activated to 'silent' during working hours and switched off during customer meetings. Excessive time engaged on personal telephone calls leads to loss of productivity, it also constitutes an unauthorised use of Company time. If the Company discovers that telephones are being used excessively for personal calls, this will be dealt with under the Company's disciplinary procedure.

3.5 DOCUMENTS

Where appropriate, you must ensure that you comply with the procedure for the completion, safe storage and security of any documentation you are involved with.

3.6 PROTECTIVE CLOTHING / CORPORATE WEAR

In some instances, aspects of your work may require you to wear protective clothing and must comply with the Personal Protective Equipment (PPE) regulations.

Please ensure that you are adequately protected in such cases, and if at any time you feel you are not, you should rethink your immediate approach to the job. It may be necessary to seek further advice in respect of other protective clothing from your Line Manager.

When PPE/ Corporate Wear is issued, it must be worn at all times, as appropriate.

For further information, you should refer to the Health & Safety Policy Handbook.

3.7 PERSONAL PROPERTY

As stated previously, you are strongly advised not to take any valuable personal items onto work sites. We cannot accept liability or be held responsible for any personal items, which may be lost, stolen or damaged whilst on company property or on any client sites.

3.8 COMPANY PROPERTY/USE OF COMPANY EQUIPMENT

In order to enable certain employees to work from home or otherwise away from the Company's premises, the Company may provide them with designated items of office equipment. Office equipment may include a computer, laptop, and mobile phone. If you are provided with any items of office equipment, you will be responsible for ensuring they are properly looked after and stored and otherwise kept safely at all times. You will be required to pay to the Company the replacement cost of any item of office equipment, which is lost or stolen whilst under your control due to your negligence or deliberate or reckless act or omission.

The Company reserves the right to require you to return any item of office equipment at any time during your employment for any reason whatsoever, including, but not limited to, the withdrawal of the privilege of working from home and/or working away from the Company's premises. You have no contractual entitlement to the use of the office equipment and therefore withdrawal of its use at any time does not entitle you to claim damages or compensation. In addition, on the termination of your employment for any reason, you must promptly and without unreasonable delay return any items of office equipment and, in any event, this must take place by no later than any date specified to you at the time by the Company. Any items of office equipment must be returned in the same condition as provided to you, subject to reasonable wear and tear. If an item of office equipment is damaged whilst under your control, reasonable wear and tear accepted, you are required to pay to the Company the cost of repairing the damage. In certain circumstances, this may include the replacement cost of the office equipment if it cannot, in the Company's reasonable opinion, be repaired.

Any office equipment is provided for the exclusive use by you in connection with your employment with the Company. Use of the office equipment for personal and private purposes is prohibited. If you are discovered using the equipment for personal or private purposes, this is a disciplinary matter and will be dealt with under the Company's disciplinary procedure. A deliberate, negligent or reckless failure to take proper care of an item of office equipment, resulting in it being lost, damaged or stolen, is also a disciplinary offence and will again be dealt with in accordance with the Company's disciplinary procedure.

If you are to be allocated one or more items of office equipment for use at your home or away from the Company's premises, you will be asked to sign a form acknowledging receipt of the equipment. By signing this form, you also provide your written consent for the Company to deduct a sum equal to the market value of any item of office equipment (or the cost of repair) from your wages, should it be lost, stolen or damaged whilst under your control due to your negligence or deliberate or reckless act or omission or should you fail to return it to the Company either when demanded or in the event of the termination of your employment.

SECTION 4 POLICIES & PROCEDURES

4.1 WORKPLACE POLICIES AND PROCEDURES

In seeking to provide and maintain an effective and safe working environment, we have established a range of policies and procedures relating to your welfare and well being in the workplace. Some of the policies stem from the contractual and other legal employment obligations. Others are people related policies established specifically as a result of the aim to promote effective and efficient employment practice, in support of the quality of our work provision directly related to our clients.

4.2 WORK BASED EMPLOYEE INFORMATION

The main policies and procedures which relate to your work can be found either through the intranet or from the HR or Finance department. These include **Health & Safety Handbook and Training Manual and Computer Systems Security Policy.** You will be given the opportunity to see these files as part of your induction. You may refer to them at any time on request.

You will also find some of the main Policies and Procedures, which relate directly to your employment, appended to this handbook.

4.3 EMPLOYMENT POLICIES

We will continue to develop positive employment policies and procedures and will maintain a programme of ongoing development and review. Some of these are already in place and include the following:

4.3.1 RECRUITMENT AND SELECTION POLICY

Developed to include the main principles relating to the fair and reasonable recruitment of staff. The process includes an objective and structured interview process and the seeking of background references. The Recruitment and Selection policy will embody our aim of working towards equality of opportunity in the workplace. Whilst we seek to achieve this aim, we may use discretion on some aspects of the recruitment and selection procedures where suitable applicants are known to us.

4.3.2 HEALTH & SAFETY POLICY

The Company's Health & Safety Policy covering all of the legal and workplace issues to provide a safe and healthy working environment for all is documented in the Health & Safety Policy Handbook. Employees have legal responsibilities for their own health & safety as well as colleagues, clients and members of the public.

If you are in doubt about any aspect of health & safety you must advise your line manager and refer to the Health & Safety Policy Handbook.

4.3.3 STAFF DEVELOPMENT & TRAINING POLICY

This gives a commitment to provide all employees with the chance to develop to their fullest potential through a joint commitment to training and staff development. A copy is appended in this booklet.

4.3.4 ANNUAL APPRAISAL

Provide the Company and employees with a mechanism to assess an individual's work related development and performance and provides an opportunity to identify staff development and training needs.

4.3.5 PAY REVIEW POLICY

Developed to ensure that all staff, regardless of position, are treated fairly and equally in respect of pay evaluation and review and that the same basic principles and criteria are applied to all. A copy is appended to this booklet.

4.3.6 INDUCTION PROCEDURE

All newly recruited staff are required to undergo induction training, this will include introduction to the nominated 'Appointed Person' for First Aid matters. Procedures relating to the completion of the Accident Book and Health and Safety procedures will also be covered.

4.3.7 EQUAL OPPORTUNITIES POLICY AND WORKPLACE DISCRIMINATION

This indicates a commitment to continue to work towards equal opportunities for all.

We are committed to the rights of disabled persons and the requirements of the Disability Discrimination legislation and we support the rights of all of those in society who might be discriminated against. See Appendix I.

4.3.8 SICKNESS & ABSENCE MONITORING POLICY

All absence is monitored according to a standard procedure. A system is used to record individual staff absences. To protect the quality of care for its employees, it may need to apply aspects of this policy if staff absences at any time cause concern. (See Section 2.7)

4.3.9 SMOKING, ALCOHOL & DRUGS POLICY

See Section 2.19

4.3.10 DISCIPLINARY PROCEDURE

This procedure will be applied equally to any member of staff considered to be in breach of the policies and procedures, or breach of contract or the rules and conduct relating to reasonable behaviour or performance in the workplace. An extract is appended to this handbook.

4.3.11 CAPABILITY & COMPETENCE MONITORING PROCEDURE

This procedure will be applied where an individual employee is giving concern about some aspect of his/her work or attendance. It refers to the capability or competence of the employee's ability to do the job correctly and appropriately, with regard to the job description and any reasonable instructions. In considering the application of this procedure, the Company will be made aware of any skills shortages & training needs of the employee. This procedure gives the employee an opportunity to improve, by providing care and support wherever possible.

4.3.12 GRIEVANCE PROCEDURE

This procedure allows an employee who feels he/she may have reason to be aggrieved in the workplace, to have that grievance heard by the Company. A copy is appended to this handbook.

4.3.13 HARASSMENT POLICY

Any member of staff who feels he/she is the subject of harassment in the work place, for whatever reason, may use this procedure to bring the matter to the attention of an appropriate person and if necessary to have the case heard by the Company.

4.3.14 ACCESS TO PERSONNEL RECORDS/DATA PROTECTION

This procedure sets out the position in respect of access to personnel records. All records held are subject to Data Protection legislation

4.3.15 VISITS TO CLIENT PREMISES

All visits to client premises must be carried out in accordance with the reasonable wishes and requirements of the client. You should be satisfied that the site you are visiting represents no significant risk to you, and that you are satisfied with all aspects of site safety. If you feel there are any particular problems, you should discuss these prior to the visit with your line manager.

4.3.16 REDUNDANCY/REORGANISATION PROCEDURE

From time to time the Company, like most others, may have to consider staffing reductions or reorganisation, possibly as a result of changing business priorities. In such cases we will act in accordance with legislative requirements and company objectives, to change and reorganise in a defined, fair and objective manner.

4.4. FLEXIBILITY

The Company recognises its legal responsibility in respect of flexibility for its workforce. As stated previously, we strive to ensure that our own workplace attitude and activities reflect flexibility and adaptability in support of the needs of the business, our clients and our employees.

4.5. OTHER IMPORTANT POLICIES AND PROCEDURES

Other important Policies and Procedures you should be aware of will be found in Appendix G and H including:

- Bullying in the Workplace
- Whistle blowing
- Discrimination

You must familiarise yourself with all of these documents.

4.6 QUALITY ASSURANCE

In providing our services to the public and private sectors, we will give assurances about the quality of the services we provide. To this extent our **Quality Assurance Policy** will be our own guarantee that each of the relevant areas of our work can be effectively monitored in order to maintain and improve our high standards of service.

4.7 VEHICLE POLICY

It is the Company's policy that all employees, with a driving responsibility in their Job Description must hold the appropriate documentation.

The employee is responsible for the payment of any fines incurred as a result of a motoring offence whilst the vehicle is in the employee's possession, including parking speeding and congestion fines. The Company shall be entitled to deduct the cost of any such fines from the employee's wages.

In accordance with Company Policy, there shall be **No Smoking** at any time in Company vehicles.

Any employees not adhering to this policy may be subject to disciplinary action.

DRIVING AT WORK POLICY - PLEASE REFER TO THE COMPANY'S COMPREHENSIVE 'CAR POLICY' LEGAL POSITION

We have a duty under the **Health and Safety at Work etc. Act 1974** (HSWA) to take steps as far as is reasonably practicable, to ensure the health, safety and welfare of those who need to drive as part of their job. In order to comply with these duties, we will take steps to set up safe systems of work in order to control and manage any risks, which cannot be eliminated. These will be identified by the carrying out of a suitable and sufficient risk assessment as required by the **Management of Health and Safety at Work Regulations 1999** (as amended). Where applicable, this policy is also based on relevant provisions of the **Road Traffic Act 1988**.

PROCEDURES

In order to comply with our legal duties, we have introduced a set of procedures. These are to be followed by staff at all times and are as follows:

- If an employee uses their own vehicle, they will be required to maintain it in a roadworthy condition
- Before embarking on a long journey, employees should always carry out basic checks, e.g. to check oil, water levels and tyre pressure
- Staff should follow any advice given on route-planning. They should also ensure that sufficient breaks are built-in to prevent fatigue and allow for any bad weather or traffic congestion, etc.
- Hand-held mobile phones should never be used whilst driving and calls should only be made or taken when it's safe to do so
- Staff should always drive within speed limits and according to the prevailing weather conditions
- Before driving, staff should familiarise themselves with the procedure to follow in the event of a breakdown.

DOCUMENTATION

In order for us to comply with our legal duties, we will require those using their own vehicles to produce basic documentation. Where this is necessary, your Line Manager will take responsibility for checking the following on an annual basis:

- The employee's driving licence
- If the car is more than three years old, the current MOT certificate
- Insurance documents

EMPLOYEE DUTIES

Section 7 of the HSWA also places a responsibility on employees to assist us in complying with our legal duties. They are also required to be mindful of their own health and safety and that of others who may be affected by their activities. To this end, employees are expected to follow the procedures laid down in this policy and to:

- Keep their insurance up-to-date if using their own vehicle, including insurance 'for business use' if you use your vehicle for business use (excluding commuting)
- Make available copies of the above documents annually when requested to do so
- Inform the designated manager of any changes in circumstances, e.g. penalty points or new vehicle
- To have regular eye tests and to ensure that any necessary glasses for driving are worn

ILL-HEALTH AND DRIVING

Employees are responsible for ensuring that they are physically fit to drive. Should this change, their line manager must be informed as soon as possible. Drivers should also remember that some prescription drugs can cause drowsiness and affect the ability to drive safely. In the event that medication is necessary, employees should check with their GP or pharmacist before driving; even short distances. As research suggests that a journey time of more than four hours could carry a risk of Deep Vein Thrombosis (DVT), those who drive regularly for long distances should advise us of any family history of DVT, or if they have ever experienced problems with blood clotting. Where this is the case, we will refer them to their GP in order to ensure that they are able to drive safely and without risk to their health and safety.

4.8 RETIREMENT POLICY

Employers became prohibited from issuing new notifications of retirement using the previous statutory retirement procedure, the Company does not have a default retirement age.

SECTION 5 CODES OF GOOD PRACTICE

5.1. WORKING WITH CLIENTS & OTHERS

The work you will be doing will bring you into direct and regular contact with clients and others, who may have particular views as to whether the work you are doing supports them or impedes them. When you are outside of your office environment and visiting different sites and different clients, our expectation of you as an ambassador of the Company is that you conduct yourself to the highest standards of the Company.

5.2. PERCEPTIONS OF YOU

For the above reasons you will want to follow good practice related to your work, some written, some unwritten, all to do with how you are perceived by others as a representative of the Company.

When you communicate with others both inside and outside the work environment, be positive about the contribution you and the Company are making.

If you have comments or constructive criticism to make about any aspect of your work or the work of others, make them direct to your Line Manager.

Do not get involved in gossip. Within a small working environment gossip can have serious implications if left unchecked, particularly if the Company has not been made aware of any workplace difficulties.

APPENDIX A DISCIPLINARY PROCEDURE

This procedure is intended to help the Company and its employees deal effectively with issues of alleged misconduct and poor performance in the workplace.

It is intended that the Company will follow this procedure to the letter and thereby ensure that the employee is treated fairly and reasonably. The disciplinary process to be followed will take the following form:

BEFORE THE DISCIPLINARY MEETING

- An employee accused of a disciplinary offence must be informed, verbally and in writing within a reasonable period.
- An investigation may be carried out by someone not involved in the disciplinary meeting
- An investigatory meeting may be called.
- Any investigatory meeting may not by itself result in disciplinary action without a subsequent disciplinary meeting.
- Suspension from duty with pay will be as brief as possible and kept under review. It will be made clear that suspension is a neutral act, and is not in itself a disciplinary action.
- The employee will be notified of the disciplinary proceedings and the reasons for it, in writing. Sufficient information about the alleged misconduct or poor performance, and the possible consequences will be given, in order that the employee can prepare to answer the case.
- Copies of written evidence will normally be provided with the notification including any witness's statements.
- The notification will give details of the time and venue for the disciplinary meeting and of the right to be accompanied.
- The meeting will be held without unreasonable delay whilst allowing the employee to prepare their case.
- The Company and the employee (and their companion) will make every effort to attend

THE DISCIPLINARY MEETING

The Company and the employees will give advance notice of any intention to call relevant witnesses.

The employee will be informed that they have a legal right to be accompanied by a fellow worker or trades union representative where a disciplinary meeting could result in:

- A formal warning being issued
- The taking of some other disciplinary action
- Confirmation of a warning or other disciplinary action (i.e. at an appeal hearing).

The companion accompanying the employee may be allowed to address the meeting, to put, or sum up, the employees case, respond on behalf of the employee to any views expressed at the meeting and confer with the employee during the meeting.

The companion does not however have the right to answer questions on the employee's behalf or address the hearing if the employee does not wish it.

The companion must not prevent the employer from explaining their case, or acting in any way to frustrate the meeting. The Company and the employee will reserve the right to make objections if they feel the presence of the companion will prejudice the meeting.

The format (agenda) of the meeting should be set down to all parties prior to the meetings commencement:

- All parties should introduce themselves by giving their name and their reason they are at the meeting.
- All parties should be asked if they have had copies of all relevant documents to be considered at the meeting.
- The employer should explain the complaint and go through the evidence gathered.
- The employee should be allowed to set out their case and answer allegations.
- The employee should be given reasonable opportunity to ask questions, present evidence and call relevant witnesses.
- The employee should be given the opportunity to raise any points about any information provided by witnesses.

DECISION AND RIGHT OF APPEAL

- Following the disciplinary meeting the employer should send its decision to the employee in writing.
- If misconduct or poor performance is established dismissal should normally follow only where **first and final written warnings** have previously been issued.
- In the cases of gross misconduct dismissal for the first offence might be an appropriate response but a fair disciplinary process should still be allowed.
- Written warnings should set out the nature of the misconduct or poor performance, the change required and the timescale.
- The employee should also be informed how long the warning will remain current, and the consequences of further misconduct or failure to improve, within a set period.
- Where employees consider that a disciplinary action is wrong they should appeal in writing specifying the grounds.
- The appeal should be heard without reasonable delay and dealt with impartially by a manager /director, who if possible has not previously dealt with the matter.
- The employee has the right to be accompanied at the appeal hearing.

At all stages of these proceedings the Company reserves the right to involve independent legal or professional HR services, who may be designated to act on behalf of the Company to ensure proper adherence to these procedures.

REASONS FOR DISCIPLINARY ACTION

WORKPLACE STANDARDS

Unsatisfactory standards of work performance will be investigated, and you will be subject to disciplinary action if poor job performance is proven. If the poor standard of work performance causes the Company to lose Client goodwill or incurs substantial cost to the Company, it may be considered as gross misconduct for which your employment may be terminated. This may follow by use of the Capability Procedure.

BEHAVIOUR

You should behave with civility towards colleagues and customers. Rudeness will not be tolerated. Objectionable, damaging or insulting behaviour, or bad language will render you liable to disciplinary action.

You must use your best endeavours at all times to promote the interest of the business during your normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities, which could be construed as being in competition against us, may be subject to disciplinary action.

You must not, during or after the termination of your employment, disclose to any person whomsoever any confidential information regarding us or our businesses.

You will be expected to carry out all reasonable instructions.

BEHAVIOUR OUTSIDE WORKING HOURS

We demand employees of the highest integrity and we expect you to maintain these standards outside working hours.

Activities outside of the workplace which result in adverse publicity against us, or bring the business into disrepute, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

COMPANY PROPERTY

Use of Company property for any purpose other than normally defined duties is not permitted.

Property of any type is not to be taken away from the premises unless with prior approval.

You must immediately notify the Manager of any damage to property or premises.

WARNINGS/DISMISSAL

Warnings will normally be issued for incapability and misconduct, irrespective of the precise matters concerned. Any further breach of the procedure in relation to similar or entirely different issues will be treated as further disciplinary matters. The continuation of the disciplinary process through to dismissal will continue if the appropriate improvements and warnings are not heeded. Disciplinary decisions will include a reminder of the right of appeal.

If the result of the disciplinary process is dismissal, you will be issued with a letter of dismissal outlining the reasons for your dismissal and in these circumstances this will also contain a reminder of your rights of appeal.

Written warnings are produced in duplicate with one copy being issued to you and the second copy being signed by you. The second copy is placed in your file. If you refuse to sign, this will be recorded and witnessed.

PERIOD OF WARNINGS VERBAL WARNINGS

A verbal warning may be disregarded after a 6-month period, unless the particular offence is repeated or relates to a further breach of a rule, policy or procedure, which is broken.

A verbal warning may be confirmed in writing.

WRITTEN WARNINGS

A written warning may be disregarded after a 12-month period unless the misconduct is of a serious nature or relates to further breaches of rules, policies and procedures.

FINAL WRITTEN WARNING

A final written warning may be disregarded after a 12-month period unless the misconduct is of a serious nature or relates to further breaches of rules, policies and procedures.

GROSS MISCONDUCT

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, the Company reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct include:

- Extreme poor performance and work standards such as to cause the Company substantial loss of both money and Clients.
- Any breach of the criminal law, such as theft and unauthorised possession of Company property, fraud, deliberate falsification of records or any other form of dishonesty.
- Wilfully causing harm or injury to another employee, physical violence, bullying or grossly offensive behaviour.
- Behaviour outside work considered to bring the Company into disrepute
- Deliberately causing damage to the Company's property
- Causing loss, damage or injury through serious carelessness
- Wilful refusal to obey a reasonable management instruction
- Smoking on Company premises
- Incapacity at work through an excess of alcohol or drugs
- A serious breach of health and safety rules
- Harassing, bullying, intimidating or victimising another employee on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, marital or civil partnership status, age and/or disability.

(Please note - The above is intended as a guide and is not an exhaustive list.)

GENERAL NOTE

Dismissal for Gross Misconduct may render you liable to immediate termination without notice.

Suspension from work without pay for up to 5 days may be considered as an alternative to dismissal.

DISCIPLINARY AUTHORITY

The operation of the Disciplinary Procedure contained in the previous section is normally based on the following authority for carrying out disciplinary action.

DISCIPLINARY ACTION ACTION NORMALLY TAKEN BY

VERBAL WARNING Manager

WRITTEN WARNING Manager

FINAL WRITTEN WARNING Director/Manager

SUSPENSION WITHOUT PAY Director/Manager

DISMISSAL Director

We retain discretion to take account of other workplace factors including length of service, and may vary these procedures accordingly. If you have a short amount of service or are in your probationary period, you may not be in receipt of any warnings before dismissal and following the use of the disciplinary procedures.

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a verbal warning, written warning, final written warning, or dismissal. In these circumstances full details will be given to you. Written warnings will contain details of all the matters concerned, and may summarise and record the content of disciplinary interviews and the disciplinary process.

The Company may impose a penalty not based on the above sequence but may go straight to written, final written or dismissal based on the severity of the disciplinary offence.

Warnings for Capability (which could include long term absence) or poor performance will give a period of time to allow an improvement, and may be associated with the Capability Procedure.

APPENDIX B GRIEVANCE PROCEDURE

The Grievance procedure can be used if an employee wishes to raise any sort grievance with the Company. It follows that if any of your employees are complaining or moaning openly about any particular issue, or if they are responding adversely to gossip in the workplace then they should be advised to consider pursuing a formal grievance.

- 1. If it is not possible to resolve a grievance informally then an employee should raise the matter formally and without unreasonable delay with a manager who is not the subject of the grievance. The grievance should be done in writing and should set out the full nature of the complaint or concern.
- 2. The company should then arrange for a formal meeting to be held without unreasonable delay after a grievance is received.
- **3.** The company, the employee and the companion, should make every effort to attend the meeting. Employees should be allowed to explain their grievance and how they think it should be resolved. Consideration should be given to adjourning the meeting for any investigation that may be necessary.
- **4.** The employee has a statutory right to be accompanied by a companion at a grievance meeting, which deals with any complaint about a duty owed by the company to the employee.
- 5. The chosen companion may be work colleague or trades union representative or an official employed by a trades union. A trade union representative who is not an official must have been certified by the union as being competent to accompany an employee. The company are advised in all such cases to seek formal identification from the trade union official.
- 6. To exercise the right to be accompanied, an employee must first make a reasonable request. What is reasonable will depend on the circumstances of each individual case. However, it would not normally be reasonable for an employee to insist on being accompanied by a companion whose presence would be prejudicial to the hearing. Nor would it be reasonable for an employee to ask to be accompanied by a companion from a remote geographical location if someone suitable and willing is available on site.

- 7. The companion should be allowed to address the hearing and put and sum up the employee's case, respond to any views expressed at the meeting and confer with the employee during the hearing. The companion does not have the right to answer questions on the employee's behalf, or address the hearing if the employee does not wish it, or prevent the employer from explaining their case, or to try and frustrate the meeting.
- **8.** Following the meeting a decision will be made and conveyed to the employee in writing without unreasonable delay. Where appropriate it will set out what action the company intends to take to resolve the grievance.
- **9.** The employee will be informed that they can appeal if they are not content with the action taken.
- **10.** The procedure for the appeal will be similar to that set out above
 - » The employee must put the grounds for the appeal in writing without unreasonable delay.
 - » The appeal should be heard without unreasonable delay and at a time and place, which should be notified to the employee in advance.
 - » The appeal should be dealt with impartially and wherever possible by a manager/ director who has not previously been involved in the case.
 - » The employee has a statutory right to be accompanied at any such appeal hearing.
 - » The outcome of the appeal will be conveyed to the employee in writing without unreasonable delay.

Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended, in order to deal with the grievance. Where the grievance and disciplinary cases overlap it may be appropriate to deal with both issues concurrently.

APPENDIX C STAFF DEVELOPMENT & TRAINING POLICY

1. AIMS & PURPOSE

- i. Working towards ensuring that all our employees have the opportunity to realise their full employment potential and to maintain their own professional development.
- **ii.** Working towards ensuring that all our employees remain at the forefront of knowledge and expertise in the area of their specialism.
- **iii.** To improve the quality of the services we provide.

2. COMMITMENT

- i. The Company makes available the appropriate financial and other resources in support of its staff development and training policy.
- ii. The Company seeks to extend its facilities and programmes.
- **iii.** The Company has put in place such supporting procedures as are required to establish and maintain on-going reviews of the staff development needs.
- iv. The Company expects a reciprocal commitment on the part of all employees to develop both individual and organisational needs, in the best interests of the business.

3. OBJECTIVES

All staff development and training has principle objectives as follows:

- i. To enable our employees, where appropriate, to obtain professional or vocational qualifications.
- ii. To enable employees, where appropriate, to update and/or renew individual professional qualifications, and to undertake retraining or re-skilling, as agreed or directed.
- **iii.** To enable our employees to better understand the needs of the organisation and to assist them in fulfilling their contractual employment obligations.

4. CORE ELEMENTS

- i. The Staff Development Policy supports the business objectives of the company; staff development and training records will be maintained for all employees.
- **ii.** The Company will establish and operate clear staff development strategies in accordance with this policy.
- **iii. The Performance Appraisal** will form the basis of appraisal for all employees to assist with the identification of individual and organisation staff development needs and performance targets. All new employees will be provided with appropriate induction training.
- iv. All our employees will be expected to undergo awareness training on general issues appropriate to the needs of the organisation, e.g. health & safety and equal opportunities awareness.

5. REVIEWS

The Staff Development Policy will be subject to periodic review to meet the ongoing training and development needs of the business.

6. STAFF REQUIREMENTS

Where the Company invest money and resources into training individual staff, those staff will be expected to remain in the employment of the Company for not less than 12 months after qualifying. The Company reserve the right to deduct an agreed amount to cover training costs (see Training Sponsorship Form and Policy).

APPENDIX D PAY REVIEW POLICY

Employees will be paid in accordance with their contractual agreement.

- The Company will review pay and bonuses on an annual basis.
- The Company recognise the right of employees under relevant legislation including equal pay, equal opportunities, minimum wage legislation and workplace discrimination.
- Individual duties and responsibilities will identify the appropriate scale at which post holder will be remunerated.
- Only the Management will authorise the relevant pay review recommendations.
- Pay review should not be seen as an automatic review for a pay increase.
- Pay review will be linked to prevailing financial circumstances and overall work performance.

Employees will be notified in writing if there is any change to pay following the pay review process.

Employees dissatisfied with their level of pay must put their concerns in writing, and should discuss in the first instance with a Director.

APPENDIX E GENERAL STATEMENT OF HEALTH & SAFETY POLICY

It is the Policy of the Company, to provide and maintain safe and healthy working conditions for all employees and others affected by it's undertaking, as far as is reasonably practicable.

Information concerning all health, safety and welfare matters will be disseminated broadly so that all persons have access to it. Training will commence at induction and be reinforced in line with training needs analysis.

The organisation and arrangements supporting this Policy statement will be reviewed annually as a minimum and at any other time when there is a significant need.

The arrangements in place to carry out the Company Health & Safety Policy are documented in full in the Company's Health and Safety Policy Handbook.

APPENDIX F DRESS AT WORK

The Company wishes to portray a professional business image to its clients and customers. As a result, it operates minimum standards of dress and appearance, which require employees to dress in a manner that is suitable and appropriate to the Company's business.

All employees are required to be neat, clean, well groomed and presentable whilst at work, whether working on the Company's premises or elsewhere on Company business.

If, as part of your job duties, you come into contact with the Company's clients or customers, you must adhere to the following minimum dress and appearance standards:

- As appropriate you will be governed by the PPE requirements of Health & Safety at work, see section 3.8
- Hair should be kept neat and well groomed.
- Jewellery should be kept to a minimum; think about your work situation and if the wearing of jewellery could affect a particular working environment.
- Nose rings, eyebrow rings and other facial piercings are prohibited.

Even if your job does not bring you into contact with the Company's clients or customers, the following are still classed as unacceptable attire for all employees:

- Leggings, combat trousers or torn trousers
- Shorts
- Sports clothing, for example tracksuits and football shirts
- Inappropriate short skirts
- Trainers
- Excessive jewellery

APPENDIX G CONDUCT AT WORK

The Company is committed to maintaining a working environment that ensures respectful and dignified treatment for everyone. Discrimination, harassment or bullying will not be tolerated under any circumstances. The Company will do everything possible to make sure that no employee behaves in a way that discriminates against, or causes offence to others, in respect of their race, gender, sexual orientation, marital status, disability, or for any other reason.

The Company expects all employees to play a positive role in making sure that none of these situations arise. If you become aware of any instances of discrimination, harassment or bullying within the organisation, or if you feel you have been subjected to such behaviour, it is important that you make a member of management aware of this as soon as possible. In some circumstances it could be inappropriate for this to be raised with your immediate line management and in such cases problems should be raised directly with the next level of seniority. Any such situations would be dealt with under the appropriate Company procedure. Any proven instances of discrimination, harassment or bullying would be considered as Gross Misconduct and may lead to immediate dismissal.

For the avoidance of doubt the following briefly outlines what would be considered unacceptable behaviour:

- **Direct discrimination:** is when someone receives less favourable treatment than another individual because of a specific factor, e.g. race, sex, disability, etc.
- **Indirect discrimination:** is when people from a certain group cannot meet a requirement which could be met by other sections of a community, e.g. an unjustified qualification required of job applicants, where, for instance, males would be more likely to meet the requirement than females.
- **Harassment:** is behaviour which is unreasonable, unwelcome and/or offensive. It might be directed towards an individual or a group; it could be a single isolated event or recur on a regular or irregular basis; it could be behaviour of a verbal or physical nature. Different people find different things offensive and there are no guidelines that can cover all circumstances. It is never acceptable to say that comments were just made as a harmless joke. If someone has been offended by those comments, then they are neither a joke nor are they harmless.
- **Bullying:** is a form of harassment that occurs when a person is treated offensively and is undermined or humiliated by vindictive, cruel or malicious behaviour. This behaviour would generally be of a persistent nature. It can cause constant stress and anxiety to the individual concerned resulting in loss of self-esteem, physical ill health and mental stress. (See below separate policy on 'Stress at Work')

INDIVIDUAL RESPONSIBILITY

Everyone is responsible for his or her own behaviour. It is everyone's responsibility to make sure that the workplace is free from discrimination, harassment and bullying. By treating everyone with dignity and respect you are helping to ensure a working environment which is beneficial to all.

PERSONAL RELATIONSHIPS AT WORK

The Company recognises that employees who work together may form personal friendships and, in some cases, close personal relationships. The Company does not, as a general rule wish to interfere with such personal friendships and relationships. However, it must also ensure that employees continue to behave in an appropriate, professional and responsible manner at work and that they continue to fulfil their job duties both diligently and effectively. These rules are therefore aimed at striking a balance between your right to a private life and the Company's right to protect its business interests.

The following rules apply to employees embarking on close personal relationships at work, whether the relationship is with a fellow worker, client, customer, supplier or contractor.

- You must not allow your relationship to influence your conduct at work. Intimate behaviour during normal working hours or on Company or client premises is prohibited. This includes holding hands, other physical contact, and discussions of a sexual nature or kissing.
- If you embark on a relationship with another employee in your department, you should declare this to your line manager as soon as is reasonably practicable.
- If you are a manager and you embark on a relationship with a more junior member of staff, you should declare this to a Director as soon as is reasonably practicable. This is particularly important if you are the line manager of the employee because of the risk of the junior employee being afforded more favourable treatment, or less favourable treatment if the relationship subsequently breaks down. In order to avoid a situation where you have managerial authority over a junior member of staff with whom you are having a relationship, the Company reserves the right to elect to transfer one or both of you to a job in another department, either on a temporary basis or permanently. The Company will first consult with both of you to try and reach an amicable agreement on transfer.
- If you begin a relationship with a client, customer, supplier or contractor and it
 allows the potential for you to abuse your level of authority, you must declare the
 relationship to your line manager or a Director as soon as is reasonably practicable. In
 these circumstances, the Company reserves the right to elect to transfer you to a job
 in another department where you will not be able to exert undue influence over the
 other party, either on a temporary basis or permanently. The Company will first consult
 with you to try and reach an amicable agreement on transfer.

• If a personal relationship (or the breakdown of a personal relationship) starts to affect your performance or conduct at work, then your line manager will speak to you with a view to your previous level of performance or conduct being restored. However, if your performance or conduct fails to improve or it reverts to a problem level, the matter will become a disciplinary one.

STRESS AT WORK

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 job duties in an environment that is as stress-free as possible. The Company's aim is to protect employees' health and safety at work and ensure that they are not subjected to excessive workloads, onerous working practices or a detrimental work environment. 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.

The Company is committed to providing a support system to help minimise and alleviate stress in the workplace. 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 stress-related matters, whether those matters are occurring outside the workplace or within the work environment, you should first raise this with your line manager. Your line manager will arrange a meeting with you to discuss the matter with a view to taking the appropriate steps to remove the cause of the stress or to assist you to deal with it. This may include evaluating the amount and complexity of your workload, your work environment and/or referring the matter to a more senior manager who may be in a better position to provide guidance and to take the appropriate steps to assist. Alternatively, if your stress is in your view entirely work-related, you may if you prefer invoke the Company's formal grievance procedure or you may make a complaint under the Company's provisions on Equal Opportunities and Dignity at Work.

Employees are also free to seek help themselves from their doctor or counsellor. However, please note that if you do not tell the Company you are suffering from stress and unable to cope, or if the Company is unaware that you have a particular problem or vulnerability, we will not be in a position to help you.

CONDUCT AT WORK RELATED EVENTS

As a general rule, what employees do after normal working hours and off Company premises is a personal matter and does not directly concern the Company. However, there are some exceptions to this rule.

The Company will become involved where incidents occur:

- At office parties, office drinks events or other work-related social occasions or gatherings, whether organised by the Company or by employees themselves
- At social occasions, lunches or gatherings organised by the Company's customers or clients where the employee has been invited in their capacity as an employee of the Company
- At work-related conferences and training courses
- Whilst the employee is working away on business on behalf of the Company

On these occasions, employees are required to adhere to the following rules:

- Alcohol should be consumed only in moderation, regardless of whether the Company has provided or paid for the drinks
- It is strictly forbidden for any employee to use illegal drugs
- Employees should behave in an appropriate, mature and responsible manner, taking into account that they are representing the Company
- Employees should not use abusive, offensive or inappropriate language
- Employees should not behave in any way that could bring the Company's name into disrepute
- Employees must take specific action to ensure they are well within the legal limits if they are driving and if driving a company vehicle, employees must not drink and drive at all

The provisions of the Company's equal opportunities and dignity at work policies continue to apply at work-related events.

Improper conduct or other unacceptable behaviour will not be tolerated and is a serious disciplinary matter. This includes excessive drunkenness, the use of illegal drugs, unlawful or inappropriate discrimination or harassment, violence such as fighting or aggressive behaviour and serious verbal abuse or the use of other offensive or inappropriate language. Any employee who is found to have breached these rules, or who otherwise brings the reputation of the Company into disrepute, at such an event will be subject to disciplinary action under the Company's disciplinary procedure. Depending on the circumstances of the case, such behaviour may be treated as gross misconduct and could render the employee liable to summary dismissal.

Where the employee's off-duty conduct seriously undermines the trust and confidence that the Company has in the employee, whether at a work-related social occasion or otherwise, under the Company's disciplinary procedure this could result in the employee's dismissal. For example, if the employee commits a criminal offence outside employment, the Company will examine whether there is an adverse connection between the criminal offence and the employee's employment.

The Company will then consider whether the offence is one that makes the employee unsuitable for his type of work or unacceptable to other employees, taking into account length of service, status, relations with fellow workers and the effect on the Company's business and reputation subsequent to a charge or conviction.

Please see the section on personal relationships at work policy for the Company's policy on employees embarking on a personal relationship with a work colleague

APPENDIX H WHISTLE BLOWING POLICY

WHAT IS WHISTLE BLOWING?

Whistle blowing is when members of staff, at any level, raise concerns about unacceptable standards or unprofessional conduct so that action may be taken.

Examples:

- Unprofessional behaviour, including bullying, neglect, emotional, physical or sexual abuse.
- Unprofessional practices including offering poor standards of care or not respecting issues of confidentiality or privacy.
- Harassment or victimisation because of gender, race, religion, sexual orientation or disability.
- Danger to health and safety, e.g. ignoring procedures promoting safe systems of work, non compliance with fire safety precautions, using work equipment incorrectly or abusing safety equipment.
- Criminal activity such as fraud, theft, driving under the influence of alcohol or drugs, or falsifying records.
- Not following established procedures.
- Covering up any of the above for oneself or others.

Your concerns may not fit any of the above examples, however, you should report all concerns as early as possible and every endeavour will be made to investigate fully.

HOW SURE DO YOU HAVE TO BE?

If you are suspicious or have been given unsubstantiated information regarding any aspects mentioned above, you should pass on the information as soon as possible. You do not have to prove the allegations; however, you must give good reasons for your concern and give as much information as possible.

REPORTING BAD PRACTICE IS GOOD PRACTICE

You may be concerned about getting a colleague into trouble or feeling disloyal but unacceptable standards are likely to escalate if not attended to quickly.

We all have a duty to protect the welfare and well being of our staff and visitors and this must always be of the highest priority.

WHAT PROTECTION WILL YOU HAVE?

If you speak out in good faith, even if the concerns expressed are unsubstantiated, no action will be taken against you. The Company will not tolerate harassment or victimisation of anyone because they have raised concerns.

WHAT ABOUT CONFIDENTIALITY?

Your name and information will only be given to relevant personnel on "a need to know" basis. Allegations or concerns can be made anonymously; however, this is likely to make the situation more difficult to investigate. If we do not know who you are we may not be able to advise or support you. There should be a relevant person within the Company you will feel able to speak to.

WILL IT CHANGE ANYTHING?

Yes. If allegations or concerns are substantiated then action will be taken to ensure they are alleviated. We will let you know who is dealing with your concerns and we will give you information regarding the outcome of the investigation.

Please note you may not be given specific information regarding the action that is to be taken. If disciplinary action were to be taken against an individual you would not be given this information, as it would be confidential. Other actions available to be taken as a consequence may also be confidential.

WHAT SHOULD YOU DO?

As soon as you have concerns regarding any aspect of the running of the department you are employed in, you should contact a senior member of staff.

It will generally be expected that personnel would contact their immediate line manager in the first instance.

If you are not satisfied with the response to your concerns then you should contact other senior personnel within the Company. (The mechanisms for this are outlined in the Grievance Policy).

APPENDIX I EQUAL OPPORTUNITIES AT WORK

The Company is an equal opportunity employer and is fully committed to a policy of treating all its employees and job applicants equally.

The Company will take all reasonable steps to employ, train and promote employees on the basis of their experience, abilities and qualifications without regard to race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, marital status, age or disability. The Company will also take all reasonable steps to provide a work environment in which all employees are treated with respect and dignity and that is free of harassment based upon an employee's race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, marital status, age or disability. The Company will not condone any form of harassment, whether engaged in by employees or by outside third parties who do business with the Company.

Employees have a duty to co-operate with the Company to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination or harassment. Action will be taken under the Company's disciplinary procedure against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or intimidation. Serious breaches of this equal opportunities and dignity at work statement will be treated as potential gross misconduct and could render the employee liable to summary dismissal. Employees should also bear in mind that they can be held personally liable as well as, or instead of, the Company for any act of unlawful discrimination.

Employees should draw the attention of their line manager to suspected discriminatory acts or practices or suspected cases of harassment. Employees must not victimise or retaliate against an employee who has made allegations or complaints of discrimination or harassment or who has provided information about such discrimination or harassment. Such behaviour will be treated as potential gross misconduct in accordance with the Company's disciplinary procedure.

RECRUITMENT, ADVERTISING AND SELECTION

The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in terms of experience, abilities and qualifications. The Company is committed to applying its equal opportunities policy statement at all stages of recruitment and selection.

Advertisements will encourage applications from all suitably qualified and experienced people. When advertising job vacancies, in order to attract applications from all sections of the community, the Company will, as far as reasonably practicable:

- 1. Ensure advertisements are not confined to those publications, which would exclude or disproportionately reduce the numbers of applicants of a particular gender, sexual orientation, religion or racial group.
- 2. Avoid prescribing any unnecessary requirements which would exclude a higher proportion of a particular gender, sexual orientation, religion or racial group or which would exclude disabled job applicants.
- **3.** Avoid prescribing any requirements as to marital status.
- **4.** Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees of any particular gender, sexual orientation, religion or racial group or from employees with a disability.
- **5.** Ensure that the setting of age limits as a criterion of any specific job is justifiable.

The selection process will be carried out consistently for all jobs at all levels. All applications will be processed in the same way. The staff responsible for short-listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application. Wherever possible, all applicants will be interviewed by at least two interviewers and all questions asked of the applicants will relate to the requirements of the job. The selection of new staff will be based on the job requirements and the individual's suitability and ability to do, or to train for, the job in question.

With disabled job applicants, the Company will have regard to its duty to make reasonable adjustments to work arrangements or to work premises in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

TRAINING AND PROMOTION

The Company will train line managers in the Company's policy on equal opportunities and in helping them identify discriminatory acts or practices or acts of harassment or bullying. Line managers will be responsible for ensuring they actively promote equal opportunity within the departments for which they are responsible.

The Company will raise awareness to all employees to help them understand their rights and responsibilities in relation to dignity at work and what they can do to create a work environment free of bullying and harassment.

Where a promotional system is in operation, it will not be discriminatory and it will be checked from time to time to assess how it is working in practice. When a group of workers predominantly of one race, religion, sex or sexual orientation or a worker with a disability appears to be excluded from access to promotion and training and to other benefits, the promotional system will be reviewed to ensure there is no unlawful discrimination.

TERMS OF EMPLOYMENT, BENEFITS, FACILITIES AND SERVICES

All terms of employment, benefits, facilities and service will be reviewed from time to time, in order to ensure that there is no unlawful discrimination on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, marital status, age or disability.

EQUAL PAY

The Company is committed to equal pay in employment. It believes its male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, the Company will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

HARASSMENT

It is against the Company's policy for any employee, male or female, to sexually harass another employee or to harass him or her on the grounds of actual or perceived sexual orientation. It is also against the Company's policy for any employee to harass another employee on the grounds of his or her race, colour, ethnic origin, nationality, national origin, religion or belief, age or disability. Harassment occurs where a person engages in unwanted conduct, which has the purpose or effect of violating the other's dignity at work or creating an intimidating, hostile, degrading, humiliating or offensive work environment for the other person.

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favours, engaging in other unwelcome verbal or physical conduct of a sexual nature, subjection to obscene or other suggestive comments, and sexual jokes or pictures. Racial harassment includes, but is not limited to, engaging in unwelcome verbal or physical conduct of a racial nature, subjection to racist comments, and racist jokes or pictures. Harassment may comprise intentional bullying which is obvious or violent but it can also be unintentional or subtle, such as the use of nicknames or teasing. It is for the complainant to decide for him or herself what they regard as offensive.

REPORTING COMPLAINTS

All allegations of discrimination or harassment will be dealt with seriously, confidentially and speedily. The Company will not ignore or treat lightly grievances or complaints of discrimination or harassment from members of a particular sex, sexual orientation, religion or racial group or from employees who are disabled.

With cases of harassment, while the Company encourages employees who believe they are being harassed to notify the offender (by words or by conduct) that his or her behaviour is unwelcome, the Company also recognises that actual or perceived power and status disparities may make such confrontation impractical.

If you wish to make a complaint of discrimination or harassment, you should take the following steps:

- 1. First of all, report the incident of discrimination or harassment to your line manager. If you do not wish to speak to your line manager, you can instead speak to an alternative manager or to a member of the personnel department.
- **2.** Such reports should be made promptly so that investigation may proceed and any action be taken expeditiously.

- 3. All allegations of harassment will be taken seriously. The allegation will be promptly investigated and, as part of the investigatory process, you will be interviewed and asked to provide a written witness statement setting out the nature and details of the incident or complaint and the basis for it. Confidentiality will be maintained during the investigatory process to the extent that this is practical and appropriate in the circumstances. However, in order to effectively investigate an allegation, the Company must be able to determine the scope of the investigation and the individuals who should be informed of or interviewed about the allegation. The Company reserves the right to arrange for another manager to conduct the investigation other than the manager with whom you raised the matter.
- **4.** The Company will also invite you to attend at least one meeting at a reasonable time and place at which your complaint can be discussed. You should take all reasonable steps to attend that meeting and you have the right to be accompanied by either a trade union official or a fellow employee of your choice.
- 5. Once the investigation has been completed and after the meeting with you has taken place, you will be informed in writing of the outcome and the Company's conclusions and decision as soon as possible. You will also be notified in writing of your right to appeal against the Company's decision if you are not satisfied with it. The Company is committed to taking appropriate action with respect to all complaints of discrimination or harassment that are upheld.
- **6.** If you wish to appeal against the Company's decision, you must do so in writing within seven working days of the Company's decision. On receipt of an appeal, a more senior manager (who may not be the person to whom you addressed your appeal) shall make arrangements to hear your appeal at an appeal meeting. At that meeting you may again, if you wish, be accompanied by either a trade union official or a fellow employee of your choice. You should take all reasonable steps to attend the appeal meeting. Following the meeting, you will be informed in writing of the Company's final decision on your appeal.
- **7.** You will not be penalised for raising a complaint of discrimination or harassment even if it is not upheld, unless the complaint was both untrue and made in bad faith.

Any employee who is found to have discriminated against or harassed another employee in violation of this policy will be subject to disciplinary action under the Company's disciplinary procedure. Such behaviour may be treated as gross misconduct and could render the employee liable to summary dismissal. In addition, line managers who had knowledge that such discrimination or harassment had occurred in their departments but who had taken no action to eliminate it will also be subject to disciplinary action under the Company's disciplinary procedure.

MONITORING EQUAL OPPORTUNITY AND DIGNITY AT WORK

The Company will regularly monitor the effects of selection decisions and personnel and pay practices and procedures in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of its working practices.

APPENDIX J BUSINESS ETHICS POLICY STATEMENT

It is the Company's goal to maintain the highest standards of ethics, professionalism and business conduct as well as ensure that we act in strict compliance with the law at all times. We will not tolerate any behaviour or practice that compromises the Company's integrity or honesty. All decisions will be fair and based on transparent processes.

COMPLIANCE

The Company aims to maintain high ethical standards in carrying out its business activities; practices of any sort that are incompatible with the Company's principles and policies will not be tolerated. Strict adherence to these principles and supporting policies is a condition of employment. The Directors have overall responsibility for ensuring compliance with the objectives of this policy.

INDEPENDENCE AND OBJECTIVITY

The Company is committed to being fair, transparent and impartial in all of its dealings and our members of staff are expected uphold specific standards of behaviour, namely:

All staff are required to act in a way that is unbiased, and they must not be subject to any influence which may lead them to act in a way which favours any particular person or organisation.

Other than the salary paid by the Company, employees may not directly or indirectly accept any form of payment or material benefit from third parties for services they perform on behalf of the Company.

All staff are required to declare in writing any financial or personal interest, direct or indirect, in another company which is either a supplier to or a competitor of the Company.

UNETHICAL BEHAVIOUR AND 'WHISTLE-BLOWING'

The Company promotes a working environment which encourages all members of our team to express their concerns about behaviour or decisions that they perceive to be unethical without fear of reprisal or victimisation. Any member of staff who needs guidance or advice on business ethics issues should speak to his or her manager or a Director.

The Directors are responsible for initiating and supervising the investigation of all reports of breaches of these principles and policies and ensuring that appropriate disciplinary action is taken.

EMPLOYMENT POLICIES

The Company is committed to attaining the highest standards of employment practice and wishes to be recognised as a good employer. It is committed to communicating its strategy and objectives to employees and to keeping employees informed on the Company's progress against the strategy and objectives.

We support and promote the ethos and principles of equal opportunities in employment, striving to create a culture where every member of our team is treated fairly and without fear of harassment or victimisation for any reason.

BALANCING TRANSPARENCY WITH CONFIDENTIALITY

The Company will be transparent in all of its operations except where it is constrained by issues of confidentiality. The Company will strive to communicate clearly and succinctly in order to minimise complexity in our business dealings. We will comply with the provisions of the Data Protection Act and members of staff will be trained accordingly.

PROTECTING BUSINESS ASSETS

All members of staff are required to avoid waste and extravagance and are encouraged to identify any potential improvements to systems and procedures in order to achieve optimal control, effectiveness and efficiency.

All employees are expected to follow agreed procurement procedures when commissioning third party services. They are also bound by the Company's Business Expenses Policy when incurring business expenses which will be paid or reimbursed by the Company as appropriate.

The Company's assets and funds may only be used for legitimate business purposes.

SUPPLIERS, ADVISORS AND AGENTS

The Company will aim to develop relationships with its suppliers, advisors and agents based on mutual trust and shared values. Therefore, all members of staff will conduct business with suppliers, advisors and agents in a professional manner. The Company will pay its suppliers, advisers and agents on time and according to agreed terms.

BUSINESS ETHICS POLICY STATEMENT

As far as is practicable, we will engage with our business partners on matters relating to Corporate Responsibility.

COMPETITORS

The Company will at all times -:

- Compete in a lawful manner
- Not seek to damage the reputation of competitors, either directly or by implication or innuendo.
- Avoid discussing proprietary or confidential information in any contacts with competitors.
- Not attempt to acquire information regarding a competitor's business by unlawful means, including industrial espionage, hiring competitors' employees to obtain confidential information, urging competitors' employees, clients or occupiers to disclose confidential information, or any other approach that is not above board.

GOVERNANCE AND FINANCIAL MATTERS

The Company will:

- Comply with all laws, rules and government regulations that are applicable to the Company.
- Maintain accurate business records, following best practice in all respects.
- Maintain financial statements and accounts in a manner that is accurate and auditable.

CONTRACTUAL ARRANGEMENTS

The Company is committed to meeting its contractual commitments and will build relationships with its suppliers, agents and contracted service providers based on mutual trust.

All members of staff are expected to understand and comply with the terms of the contracts for which they have a responsibility.



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