Employee Handbook

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Introduction

This handbook contains information, rules, policies and procedures concerning your employment and should be read in conjunction with your Statement of Main Terms of Employment ('Statement') which should have been provided to you. Other or revised rules, policies and procedures may be issued at any time.

Working Hours

Your normal hours of work are detailed in your Statement of Main Terms of Employment; it is your responsibility to ensure that you attend punctually for work and follow all time keeping and absence procedures. In order to help us to maintain optimum service levels, you may be required to work additional hours from time to time. Further details are contained in your Statement.

If you need to leave work prior to your normal finishing time or have time away during normal working period, you must not leave without first obtaining permission from your line manager. In such circumstances, you must report to your line manager upon leaving and, where appropriate, returning to work.

Persistent lateness, unacceptable levels of absence and/or unauthorised absence will result in disciplinary action.

You will be paid only for time worked.

Pay and Review

The methods of pay and payment intervals are set out in your Statement of Main Terms of Employment. An itemised pay statement will be issued to you at each pay period. If at any time you have any enquiries, you should raise them with management.

Any change in your pay will be notified to you; the company cannot guarantee that there will be an annual pay increase.

Personal Details

At the commencement of your employment you will have provided us with various personal details. You must notify the company immediately of any changes, e.g. Name, Address, telephone number, Next of kin etc.

It is in your interest to notify us of any such changes. The company will not be responsible for any issues arising out of your failure to notify changes in your personal details.

It is also important for Data Protection purposes that you keep us up to date with any changes in your personal circumstances so that the personal data we hold on you is up to date.

Your personal data will be held securely as set out in our Data Protection Policy.

Data Protection Policy

1 Overview

1.1 The Company takes the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the **Data Protection Act 2018**(the '2018 Act') and the **EU General Data Protection Regulation** ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.

1.2 This policy applies to current and former employees, workers, volunteers, apprentices and consultants. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time to time in relation to your data.

1.3 The Company has separate policies and privacy notices in place in respect of job applicants, customers, suppliers and other categories of data subject. A copy of these can be obtained from Head Office.

1.4 The Company has measures in place to protect the security of your data in accordance with our Data Security Policy. A copy of this can be obtained from Head Office.

1.5 The company will hold data in accordance with our Data Retention Policy. A copy of this can be obtained from the company group director. We will only hold data for as long as necessary for the purposes for which we collected it.

1.6 The Company is a '**data controller**' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.

1.7 This policy explains how the Company will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, the Company.

1.8 This policy does not form part of your contract of employment (or contract for services if relevant) and can be amended by the Company at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, the Company intends to comply with the 2018 Act and the GDPR.

2 Data Protection Principles

2.1 Personal data must be processed in accordance with six '**Data Protection Principles**.' It must:

- be processed fairly, lawfully and transparently;
- be collected and processed only for specified, explicit and legitimate purposes;
- be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
- be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay;

- not be kept for longer than is necessary for the purposes for which it is processed; and
- be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

3 How we define personal data

3.1 '**Personal data**' means information which relates to a living person who can be **identified** from that data (a '**data subject**') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

3.2 This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

3.3 This personal data might be provided to us by you, or someone else such as a former employer, your doctor, or a credit reference agency, or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

3.4 We will collect and use the following types of personal data about you:

- recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments;
- your contact details and date of birth;
- the contact details for your emergency contacts;
- your gender;
- your marital status and family details;
- information about your contract of employment (or services) including start and end dates of employment, role and location, working hours, details of promotion, salary including details of previous remuneration, pension, benefits and holiday entitlement;
- your bank details and information in relation to your tax status including your national insurance number;
- your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us;
- information relating to disciplinary or grievance investigations and proceedings involving you whether or not you were the main subject of those proceedings;
- information relating to your performance and behaviour at work;
- training records;
- electronic information in relation to your use of IT systems/swipe cards/telephone systems;
- your images whether captured on CCTV, by photograph or video;
- Finger print registration
- Any other category of personal data which we may notify you of from time to time.

4 How we define special categories of personal data

4.1 '**Special categories of personal data**' are types of personal data consisting of information as to:

- Your racial or ethnic origin;
- your political opinions;
- your religious or philosophical beliefs;
- your trade union membership;
- your genetic or biometric data;
- your health;
- your sexual orientation; and
- Any criminal convictions and offences.

We may hold and use any of these special categories of your personal data in accordance with the law.

5 How we define processing

5.1 **'Processing'** means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring or storage;
- adaption or alteration;
- retrieval, consultation or use;
- disclosure by transmission, dissemination or otherwise making available;
- alignment or combination; and
- Restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

6 How will we process your personal data?

6.1 The Company will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act.

6.2 We will use your personal data for:

- performing the contract of employment (or services) between us;
- complying with any legal obligation; or
- if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing. See details of your rights in section 12 below.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

7 Examples of when we might process your personal data

7.1 We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement).

7.2 For example (and see section 7.6 below for the meaning of the asterisks):

- to decide whether to employ (or engage) you;
- to decide how much to pay you, and the other terms of your contract with us;
- to check you have the legal right to work for us;
- to carry out the contract between us including where relevant, its termination;
- training you and reviewing your performance*;
- to decide whether to promote you;
- to decide whether and how to manage your performance, absence or conduct*;
- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability*;
- to monitor diversity and equal opportunities*;
- to monitor and protect the security (including network security) of the Company, of you, our other staff, customers and others;
- to monitor and protect the health and safety of you, our other staff, customers and third parties*;
- to pay you and provide pension and other benefits in accordance with the contract between us*;
- paying tax and national insurance;
- to provide a reference upon request from another employer;
- to pay trade union subscriptions*;
- monitoring compliance by you, us and others with our policies and our contractual obligations*;
- to comply with employment law, immigration law, health and safety law, tax law and other laws which affect us*;
- to answer questions from insurers in respect of any insurance policies which relate to you*;
- running our business and planning for the future;

- the prevention and detection of fraud or other criminal offences;
- to defend the Company in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure*; and
- For any other reason which we may notify you of from time to time.

7.3 We will only process special categories of your personal data (see above) in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting the companies Group Director.

7.4 We do not need your consent to process special categories of your personal data when we are processing it for the following purposes, which we may do:

- where it is necessary for carrying out rights and obligations under employment law;
- where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent;
- where you have made the data public;
- where processing is necessary for the establishment, exercise or defence of legal claims; and
- where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity
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7.5 We might process special categories of your personal data for the purposes in paragraph 7.2 above which have an asterisk beside them. In particular, we will use information in relation to:

- your race, ethnic origin, religion, sexual orientation or gender to monitor equal opportunities;
- your sickness absence, health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal obligations under employment law including to make reasonable adjustments and to look after your health and safety; and
- Your trade union membership to pay any subscriptions and to comply with our legal obligations in respect of trade union members.

7.6 We do not take automated decisions about you using your personal data or use profiling in relation to you.

8 Sharing your personal data

8.1 Sometimes we might share your personal data with group companies or our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests.

8.2 We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

8.3 Third parties Elizabeth Canning Payroll manager, NEST pension provider

8.4 We do not send your personal data outside the European Economic Area. If this change you will be notified of this and the protections which are in place to protect the security of your data will be explained.

9 How should you process personal data for the Company?

9.1 Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy and the Company's Data Security and Data Retention policies.

9.2 The Company's Data Protection named person **Les Aikman** is responsible for reviewing this policy and updating the Board of Directors on the Company's data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person.

9.3 You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.

9.4 You should not share personal data informally.

9.5 You should keep personal data secure and not share it with unauthorised people.

9.6 You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.

9.7 You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.

9.8 You should use strong passwords.

9.9 You should lock your computer screens when not at your desk.

9.10 Personal data should be encrypted before being transferred electronically to authorised external contacts.

9.11 Consider anonym sing data or using separate keys/codes so that the data subject cannot be identified.

9.12 Do not save personal data to your own personal computers or other devices.

9.13 Personal data should never be transferred outside the European Economic Area except in compliance with the law.

9.14 You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.

9.15 You should not take personal data away from Company's premises without authorisation from your line manager or Data Protection Officer.

9.16 Personal data should be shredded and disposed of securely when you have finished with it.

9.17 You should ask for help from our Data Protection named person if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.

9.18 Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure.

9.19 It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

10 How to deal with data breaches

10.1 We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the Information Commissioner's Office within 72 hours.

If you are aware of a data breach you must contact The Group Director immediately and keep any evidence you have in relation to the breach.

11 Subject access requests

11.1 Data subjects can make a '**subject access request**' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request you should forward it immediately to the Data Protection named person who will coordinate a response.

11.2 If you would like to make a SAR in relation to your own personal data you should make this in writing to the company group director. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.

11.3 There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request.

12 Your data subject rights

12.1 You have the right to information about what personal data we process, how and on what basis as set out in this policy.

12.2 You have the right to access your own personal data by way of a subject access request (see above).

12.3 You can correct any inaccuracies in your personal data. To do you should contact the company group director.

12.4 You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact the company group director.

12.5 While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact the company group director.

12.6 You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.

12.7 You have the right to object if we process your personal data for the purposes of direct marketing.

12.8 You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.

12.9 With some exceptions, you have the right not to be subjected to automated decision-making.

12.10 You have the right to be notified of a data security breach concerning your personal data.

12.11 In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact the company group director.

12.12 You have the right to complain to the Information Commissioner. You can do this be contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.

HOLIDAY POLICY

Overview

This policy covers everything to do with your holiday entitlement and explains what you must do to arrange time off for holidays.

It applies to all employees and workers but does not cover self-employed contractors. It does not form part of your contract of employment and can be amended at any time.

Holiday Entitlement

You will find the number of days of paid holiday you are entitled to in your contract. This includes bank and other public holidays.

If you work part-time, you are entitled to time off for public holidays on a pro-rata basis. We pay casual workers and anyone else working irregular hours at the rate of 12.07% of core hours accrued up to a maximum of 28 days in any one holiday year.

The Company's holiday year begins on **1st April** and ends on **31st March.** We will calculate your holiday entitlement on a pro-rata basis if you join or leave the Company part-way through the holiday year. During your first year working for us, you can only take the number of days you have accrued up to the day your holiday starts, unless your manager has agreed otherwise.

You are strongly encouraged to take all the holiday due to you in the holiday year in which it has accrued. Holidays not taken by the end of the holiday year will, except in the circumstances outlined below, be lost and you will not receive payment in lieu.

Provided you have written agreement from **the** Operations Director, you can carry over up to [five days] of unused holiday into the next holiday year. [This must be taken within the first three months of the new holiday year]. You cannot take advantage of this provision if you have been, or still are, off work on long-term absence.

How to Request Time Off

You can take a maximum of two weeks' holiday at any one time. You should put in your request as soon as you have chosen the dates, and at the minimum you should give us notice of at least twice the length of the time you want to take off.

You must complete a holiday request form for all requested holiday leave in writing to your line manager. Your manager will record these to maintain accurate Company-wide records of all holiday requests.

Your manager must approve all holiday requests and these are usually considered on a first come, first served basis. At popular times of the year — particularly Christmas, Easter, and school holidays — we may need to rotate holiday allocation regardless of who put in the first request.

You may sometimes have to take your holiday on dates that we specify. This is most likely to be when the business is closed — over the Christmas and New Year period, for example — or to avoid busy periods, or because you still have not taken all the leave due to you in the current holiday year. If you are leaving the Company, we may also ask you to take your remaining holiday entitlement during your notice period.

Provided you have sufficient holiday entitlement, we will wherever possible try to fulfil requests for time off for a religious occasion. This will however be subject to our business requirements.

Your manager will always discuss alternative dates with you if we have to turn down a holiday request. If your request is refused and you take time off anyway, we will view it as an unauthorised absence and deal with the matter under our disciplinary procedure.

Do not make any travel arrangements until you have written confirmation that you can take the time off work. The Company will not be responsible if you suffer losses because your holiday request is refused, regardless of the reason.

Holiday Pay?

We will pay you at your normal rate while you are on holiday.

We will let you know whether commission or overtime payments will be included in your holiday pay. If we do include these elements in your holiday pay on one occasion, it does not set a precedent and we reserve the right not to include them in the future.

Sickness during holidays?

Occasionally you may be ill or suffer an injury while you are on holiday. If this happens, and you would not have been able to work had you not been on holiday, you can treat the time off as sick leave instead of holiday.

To reclaim your holiday time and take it at a later date, you must tell your manager as soon as possible and provide medical evidence — translated into English if necessary — of your illness or injury. You must then follow the procedure outlined above to book dates for another holiday. If you do not follow any part of this process, we will treat your absence as holiday and not sick leave.

Should you already be on sick leave at the start of a holiday period, and provided that you would not have been fit to work at any time during it, you may reschedule the affected days. You will need to provide medical evidence and follow the procedure outlined above.

We may pay you sick pay, rather than holiday pay, for any scheduled holiday days taken as sick leave provided you qualify under our sick pay policy **AND/OR** your contract of employment. You will need to follow the procedure above for your request to be considered.

We will treat dishonest claims or any other abuse of this policy as misconduct under our disciplinary procedure.

Holiday entitlement during long-term absence?

Your entitlement to annual leave accrues whenever you are off work long-term for any of the following reasons:

- sick leave
- maternity and paternity leave
- adoption leave
- parental leave
- Shared parental leave (known as family leave in this policy).

You may carry over unused holiday to the following year if you're sick leave spans two holiday years or you return to work too near the end of the holiday year to fit in the time off due to you. Any holiday carried over will be lost if you do not take it within 18 months of the holiday year in which it accrued.

You can instead take paid holiday during your sick leave, and we will pay you at the rate you are due in accordance with this policy and your contract of employment.

If you intend taking family leave and expect this to span two holiday years, you must give your manager as much notice as you can. You may carry over into the next holiday year any holiday entitlement that it is impractical for you take before the start of your family leave.

You should take any holiday leave you have carried over either immediately after you return to work or within the timescale agreed by your manager.

Ending Employment

You will normally be required to use up any outstanding annual leave days during your notice period. This applies whether you resign or we give you notice that we are ending your employment.

We may alternatively pay you in lieu of any accrued holiday you have not taken. Payment will be made at the rate of 1/260th of your basic salary for each day of leave you have outstanding. If you work part-time, you will be paid at 1/260th of the equivalent full-time salary.

Should you have taken more annual leave than you were entitled to up to the day you leave the Company, an amount calculated as above will be deducted from the final payment we make to you.

Data Protection

In order to manage and monitor your holidays and holiday pay it will be necessary for the Company to collect and process personal data. This will be collected during and potentially following your employment, in accordance with our Data Protection Policy. Any such data collected will be held securely, accessed by, and disclosed to, a restricted pool of individuals for the purposes of managing your holidays and holiday pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported immediately in accordance with the Company's Data Protection Policy and Breach of Personal Data Policy. This will also constitute a disciplinary offence under the Company's Disciplinary Procedure.

Sickness

Notification Procedure

You are required to contact your line manager by 8.00 am on the first day of sickness absence, stating why you are absent and when you expect to return. If your absence continues, you must contact your line manager regularly to update on your continuing absence.

You must provide the appropriate certificates as referred to below at the relevant times and complete and absence recording documentations required on your return to work.

Failure to notify the company as set out will result in disciplinary and dismissal procedure being used.

SELF-CERTIFICATE AND MEDICAL PRACTITIONERS CERTIFICATE

You should produce the following written evidence of absence and ensure that appropriate certificates are provided for the whole of your absence.

1. Self-Certificate
- For absences of up to and including 7 calendar days; or
2. Medical Practitioners Certificate
- For absences of more than 7 calendar days; or
- When requested, where more than 3 periods of self-certificated absence occur in any 12 month period(this may have to be obtained at your own expense); or
- For absence before or following annual or public holiday

You should forward certificates and any correspondence to Roland Spella as soon as possible. Failure to do so may result in sick pay being delayed or withheld and action under the disciplinary and dismissal procedure being taken. The company reserve the right to have you examined by a medical practitioner of the company's choice and/or to seek a report from your doctor.

Where the company wish to seek a report from your doctor, you have the right under legislation; a summary of these rights is included later in this handbook (under 'Access to medical records')

Statutory Sick pay

Statutory sick pay (SSP) will be paid when you are absent from work due to sickness, provided that you have complied with the requirements and conditions attached to this payment.

When SSP is payable

SSP cannot be paid for the first 3 days of sickness. Therefore, payment usually starts on the 4th day of absence, and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness.

When SSP is not payable

SSP is not payable in certain circumstances, the principal ones being:

- If your average weekly earnings are less than the figure set out by the Government for the payment of National Insurance contributions.
- For absence of less than 4 days
- If you have failed to follow the sickness notification procedure
- If your employment has terminated
- Where statutory maternity pay is being paid to you
- For days on which you do not normally work (e.g. if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only).

The rules on SSP are very complex and you should not hesitate to raise and query you may have with the company.

Your Statement of Main terms of Employment details the remuneration to which you may be entitled during periods of sickness.

Other conditions

- At any time during employment, the company reserves the right to require an employee to undertake a medical examination by a GP and/or specialist by appointed by the company
- We may ask you to come to a return-to-work interview after you have been off work due to sickness or injury. At the interview, we will discuss why you were off work and ensure you are fit to return.
- If an employee is absent from work due to injury or illness caused by a third party, any payments made by the company as sickness payment will be classes as a loan; this will be repayable to the company by the employee if compensation for loss of earnings is recovered from the third party
- Eligibility for sickness payment will not prevent the company from terminating an individual's employment prior to the expiry of the above maximum benefits.

If you are off work long-term, or persistently absent

We may have to take formal steps if you are off work sick long-term, or we are concerned about the number of days you take off for sickness or injury.

What we will do depends on why you are off work and the pattern of your absences. We may want to talk informally with you about why you are, or have been, absent and we may get medical evidence so that we can better understand your situation. We may also want formal meetings to review your absence in more detail and to explore whether we need to make reasonable adjustments to help you either return to work or to work for longer periods.

If we want medical evidence, we will usually ask you to be examined by a doctor, an occupational health specialist, or another specialist of our choice. We will pay for this and all reports will be kept confidential. We will ask for your consent for us to have full access to medical reports and to discuss the contents with the relevant medical practitioner. You do not have to consent, but if you do not we will make decisions based on existing medical and other information. We will consider making reasonable adjustments to your role and/or work space if you are found to have a disability.

We understand that this process is difficult and upsetting if you suffer from a serious health condition and you might feel as if you are being pressured into returning to work before you are ready. We do not want to make you feel that way, but no business can continue employing people indefinitely if they are not able to work. We feel it is better that you are fully aware of our thought process and intentions than the alternative, which is us not communicating with you and eventually deciding to dismiss without having told you in advance what the consequences of continued absence would be.

We will write to you before we hold a formal meeting and explain when, where, and why it is taking place. You must let us know as soon as possible if you can't attend and we will try to find a mutually acceptable alternative date.

At the meeting, we will want to discuss why you are off work, how long you expect to remain off work, and whether you are likely to be off work for the same reason in the future. We will also review medical

evidence, and explore whether further reports are needed and if there is anything the Company can do to help improve your health and/or make it easier for you to attend work. If you have been off work long-term, we may suggest you take part in a return-to-work programme; if you are persistently absent, we may set you targets to improve your attendance against a deadline. You should also expect to be warned that you may face dismissal if your attendance does not improve.

Should you be unable to return to work, or you fail to meet the deadline set for improved attendance, you will be asked to attend another meeting. Our aim at this meeting will be to find out if the situation is expected to change, and we may have to give you notice of dismissal if it becomes clear you are either unlikely to return to work or your attendance will not improve in the short term. Before issuing notice of dismissal, we will also explore whether redeploying you elsewhere within the Company will address your attendance issues and we will consider any other issues you want to discuss.

You may face action under the Company's disciplinary procedure if we conclude that you are not off work for a medical condition and you are unable to offer any other satisfactory explanation. This may lead to your dismissal for misconduct or gross misconduct.

You're right to appeal

You have the right to appeal if we dismiss you on the grounds of your long-term absence. To do this, you need to respond within a week of being told you have been dismissed by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.

Wherever possible, the appeal hearing meeting will not be led by the manager who took the decision to dismiss you. The Company's final decision will be sent to you in writing and we try to do this within two weeks of the appeal hearing. You do not have any further right to appeal against your dismissal.

You're right to be accompanied

You have the right to take a colleague or a trade union representative with you to any formal meeting called under this procedure, including the appeal meeting. You should tell us as soon as possible who will accompany you and it is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.

Your colleague or union rep can, if this is your preference, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. They must not however answer questions put directly to you or try to prevent the Company asking questions or outlining its arguments.

The Company reserves the right to involve an external HR specialist at any stage of the procedure.

Data Protection

As part of this process it will be necessary for the Company to processes personal data. This will be collected in accordance with our Data Protection Policy. Any such data collected will be held securely, accessed by, and disclosed to, a restricted pool of individuals for the purposes of completing the disciplinary procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported immediately in accordance with the Company's Breach of Personal Data Policy. This may also constitute a disciplinary offence and will be dealt with under the Disciplinary and Capability Policy.

Access to Medical Reports

In certain circumstances it may be necessary for the company to obtain a Medical Report from your Doctor/Specialist in order to establish:

- Reason for and likely duration of absence
- When you will be able to return to work, and whether the problem will recur
- What, if any treatment is being prescribed; and
- Whether you can carry out all the duties of the job.

This will enable the company to plan workloads. It is in the interests of both yourself and the company to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports act 1988.

If you indicate that you wish to see the report in advance, the company will inform you when the Doctor/Specialist has been written to; and the Doctor/Specialist also will be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the company, you still have the right to write to the Doctor/Specialist, if the report has not been provided to the company, and have 21 days to contact the Doctor/Specialist regarding arrangements to see the report. You have the right to ask the Doctor/Specialist for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)

You may ask the Doctor/Specialist to amend any part of the report which you consider to be incorrect or misleading. If the Doctor/Specialist is not in agreement, you may attach a statement of your views in the report. If the Doctor/Specialist thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the company wishes to obtain a medical report, you will be asked for you written consent, Should you withhold such consent the company will take a decision regarding your continuing employment without the benefit of medical opinion.

MATERNITY AND FAMILY FRIENDLY POLICY

1. Overview

1.1 This policy covers the Company's procedures for all types of family-related leave and pay, and it includes details of your statutory rights. This is our most complicated policy, not because we set out to make things complicated, but because the law is very, very detailed on maternity and family friendly rights. This policy summarises the law, but if there's anything in here which differs from legal requirements, the statutory provisions will always take precedence.

1.2 This policy applies to all employees however long they have been working for the Company. It does not form part of your contract of employment and can be amended at any time. Self-employed contractors and other workers are not covered.

1.3 We use acronyms throughout this policy. The main ones are:

- **EWC** — Expected Week of Confinement, or the week in which a pregnant woman is due to deliver
- **Qualifying week** — the 15th week before the EWC
- **MA** — Maternity Allowance
- **SMP** — Statutory Maternity Pay, the legal minimum women are entitled to receive while on maternity leave
- **ShPL** — Shared Parental Leave, the scheme under which a mother can share leave with somebody else (usually the father) by opting out of the statutory maternity leave scheme
- **ShPP** — Statutory Shared Parental Pay, a payment similar to SMP but paid to the mother and her partner while they are on ShPL.

2. What happens during pregnancy?

2.1 You must tell us that you are pregnant as soon as possible, as there may be health and safety factors we need to take into account.

2.2 To take maternity leave and be paid SMP, we need to you to give us the following information in writing before the end of your Qualifying Week:

- you must confirm that you are pregnant
- you must give us the date of the week — starting on a Sunday — that your baby is due
- you must give us the date you want your maternity leave to begin
- You must give us the date when you will start claiming SMP.

2.3 We need a form MATB1 from you as soon as possible. This must be signed by your doctor or midwife and confirm the date of the week your baby is due.

2.4 You are entitled to paid time off for antenatal appointments during working hours. We ask for as much notice as possible, and we may want to see confirmation of your pregnancy and an appointment card for all but the initial appointment.

2.5 If you have what is known as a 'qualifying relationship' with a pregnant woman or the unborn child, you are entitled to unpaid time off to accompany her to a maximum of two antenatal appointments. This applies to each pregnancy. A 'qualifying relationship' is one where you are:

- the baby's father
- the pregnant woman's spouse
- The pregnant woman's partner.

We expect you to give us as much notice as possible, and you must only take a maximum of 6.5 hours off work for each appointment. This includes travelling and waiting time. To attend any subsequent appointments, you will need to request time off as holiday (which will be managed as laid out in our holiday policy).

You must provide a signed statement showing the date and time of each appointment. It must also confirm that:

- you are eligible under the 'qualifying relationship' criteria
- the time off is solely to accompany the woman to her appointment
- A doctor, midwife, or nurse has advised that the woman needs the appointment.

2.6 You may be entitled to time off to attend up to two antenatal appointments if you are having a child by surrogate. For guidance, ask your manager

3. What happens during maternity leave?

3.1 You can decide when you want your maternity leave to begin, as long as it's not earlier than the 11th week before your EWC.

3.2 We will write to you within 28 days of you telling us that you are pregnant to tell you when your maternity leave will end.

3.3 You can change the start date for your maternity leave as long as we have the new date in writing at least 28 days before the earlier of the original or revised date. We will write to you within 28 days of you giving us the new date to tell you when your maternity leave will now end.

3.4 You are entitled to 52 weeks' maternity leave (consisting of 26 weeks' 'ordinary' maternity leave and 26 weeks' 'additional' maternity leave— your rights are very slightly different during the additional maternity leave, as set out in this policy). This is your right regardless of how long you have worked for the Company or how many hours you work.

3.5 Your maternity leave may start earlier than the date you wanted if you are off work because of your pregnancy at any time in the four weeks leading up to your EWC. Maternity leave will also start early if your baby is born before your preferred start date.

3.6 If you and your spouse or partner are both eligible, you may want to use the ShPL scheme so that you have more flexibility around your childcare in the first year after birth (see section 7). However, no woman is allowed to come back to work for the two weeks immediately after their baby is born. This is called 'compulsory maternity leave'. It increases to four weeks for women working in factories.

3.7 We may need to contact you from time to time while you are on maternity leave — for example to discuss arrangements for when you return. Your manager will talk this through with you before your leave starts so we know how much contact you want to retain.

3.8 You may also be offered up to 10 days' work while you are on maternity leave at a rate of pay agreed in advance. Your decision whether or not to work some or all of them will not affect your right to maternity leave and SMP.

3.9 You will continue to receive benefits due to you under your employment contract while on maternity leave. Except for terms relating to pay, all your normal terms and conditions will apply and you will continue to accrue holiday entitlement. If you are due any holiday before your maternity leave begins, you should try to take it.

4. How much is my maternity pay?

4.1 You may be entitled to SMP if you have at least 26 weeks' service with the Company by the end of the Qualifying Week (so, broadly, if you've been with the Company for just over nine

months by the time the baby is due). Whether or not you then qualify then depends on whether:

- your average weekly earnings are at or above the National Insurance Lower Earnings Limit
- you are able to give at least 28 days' notice that you intend taking maternity leave (or as much notice as you can)
- You are still pregnant, or have already had your baby, 11 weeks before the EWC.

We calculate average weekly earnings during the eight weeks that end with the Qualifying Week.

4.2 You will receive SMP for up to 39 weeks. This will be paid at 90% of your average weekly earnings for the first six weeks, and paid at the standard SMP rate for the remaining 33 weeks. The standard rate is set by the government, and we will tell you how much you will receive. We will pay SMP at 90% of your average weekly earnings for all of your maternity leave if your average weekly earnings fall below the standard rate.

4.3 We will deduct tax and National Insurance contributions from your SMP in the same way as we do from your regular salary.

5. What happens when I return to work?

5.1 There is no need to let us know if you intend returning to work at the end of your full 52 weeks' maternity leave. However, if you want an earlier return date you must give your manager at least eight weeks written notice. We may delay your return to work by up to eight weeks — or the end of your maternity leave if that's earlier — if you fail to inform us of your revised plans.

5.2 You are entitled to take up the same job you had before going on maternity leave if you return to work immediately after your ordinary maternity leave ends. Should you instead return after taking additional maternity leave, you may be offered a similar job if it is not reasonably practical for you to resume your previous role. Your terms and conditions will be unchanged.

5.3 When you return after maternity leave, you will meet your manager to discuss what has happened in your absence. You will also have the opportunity to talk about other issues, such as breastfeeding during working hours.

5.4 You must tell us in writing as soon as possible if you decide not to return at all after maternity leave and give notice as required under your employment contract.

5.5 If your job is one that has been identified as posing a risk to your health and safety as a new mother or because you are breastfeeding, we will notify you and take measures to eliminate all risks. This also applies to women during pregnancy. If you have any concerns about your health and safety, you should speak to your manager.

6. How do I claim paternity leave?

6.1 You are entitled to a maximum of two weeks' statutory paternity leave. This must be taken after the birth to care for the child and/or support the mother. You can take a single week's paternity leave or two consecutive weeks, but not separate weeks or as odd days.

6.2 You must take your paternity leave within 56 days of the child's birth. Where the baby is born early, paternity leave must be taken within 56 days of the date it was due.

6.3 You must have worked for us for at least 26 weeks by the end of the 15th week before the EWC. You must also:

- be the biological father and have the main responsibility with the mother for the child's upbringing, or
- be the mother's partner and expect to have the main responsibility with the mother for the child's upbringing, or
- be the biological father and have some responsibility for the child's upbringing.

6.4 While you are on paternity leave, all the terms and conditions not relating to pay in your employment contract will apply. When you return, you have the right to the same job with the same terms and conditions as you had before your paternity leave began.

7. How much is my paternity pay?

7.1 Your Statutory Paternity Pay is paid at the lesser of a fixed weekly rate set by the government or 90% of your average weekly earnings. Tax and National Insurance contributions are deducted in the usual way.

8. How do I qualify for Shared Parental Leave?

8.1 If you want more flexibility in the first year after your baby is born, you and your partner may want to consider Shared Parental Leave instead of taking maternity and paternity leave.

Provided that you are both eligible, ShPL allows you to split the available leave between you so that you can be off work at the same time or consecutively.

8.2 There is a total of 52 weeks of ShPL available, less any weeks the mother has either been on maternity leave or receiving SMP or MA if she is not entitled to maternity leave. ShPL is additional to paternity leave.

8.2 You or your partner may be eligible for ShPL if:

- you are the mother and share the main childcare responsibility with the child's father or your partner, or
- you are the father and share the main childcare responsibility with the child's mother, or
- you are the mother's partner and share the main childcare responsibility with the mother in place of the father, and
- you have worked for us for at least 26 continuous weeks by the end of the Qualifying Week and you will still be employed by us before you take ShPL, and
- the other parent has worked at least 26 of the 66 weeks before the EWC — this can be as an employee or self-employed — and had weekly earnings averaging at least £30 during 13 of the weeks, and
- You and the other parent fulfil the notice and other requirements detailed below.

8.3 The child's mother cannot start ShPL until the end of the compulsory maternity leave period. This is usually two weeks after birth.

8.4 The child's father, or the mother's partner, may consider using their two weeks' paternity leave before starting ShPL as once ShPL starts, any paternity leave not already taken is lost.

9. What paperwork is needed to claim ShPL?

9.1 You must tell us in writing at least eight weeks before you intend your ShPL to begin that you want to opt in to the ShPL scheme. We will also need to know:

- your name and the other parent's name
- the start and end dates of the mother's maternity leave (or the SMP or MA start and end dates if she is not eligible for maternity leave)
- how many weeks of ShPL is available — that is, 52 weeks less maternity leave, SMP or maternity allowance already taken by the mother or due to be taken

- how many weeks ShPL you will take and how many the other parent will take — you can change this by telling us in writing and you do not have to take your full allowance
- the total ShPP available — that is, 39 weeks less the number of weeks of SMP or MA already taken or due to be taken
- how many weeks of the ShPP available is to be allocated to you and how many to the other parent — you can change this by writing to us, and you do not need to use all your allocation
- the pattern of leave you want to take, with start and end dates for each block of leave — although this is not binding, it will help us if you give us as much information as possible
- That you and the other parent are both eligible to claim ShPL and ShPP — we will need signed declarations from both of you.

9.2 If you are the child's mother, you must give us at least eight weeks' notice in writing ending your maternity leave. We need this curtailment notice at the same time as you supply the ShPL opt-in notice and you cannot take ShPL unless we have it. In the notice, you must tell us the date your maternity leave will end, which must be at least two weeks after the baby is born.

9.3 If your partner is the one taking ShPL, we need a written declaration that their employer has received an opt-in notice and all the necessary declarations have been made. They may be able to take ShPL from their employer before your maternity leave ends, but only if we have received your curtailment notice.

9.4 Curtailment notices are binding and can only be revoked if your maternity leave has yet to finish and you meet one of these conditions:

- you find out that neither you nor the other parent is eligible for ShPL or ShPP — in this case you can revoke the curtailment notice by writing to us any time up to eight weeks after it was given, or
- the curtailment notice was issued before the birth and you are revoking it in writing during the six weeks after the birth, or
- The child's other parent has died.

9.5 You cannot opt back into the ShPL scheme after you revoke a curtailment notice except if the notice was given to us before the birth and it is revoked in writing during the six weeks following the birth.

9.6 If the mother is still on maternity leave or claiming SMP or MA, you as the partner will be unable to start ShPL until she

- has returned to work, or
- has given a curtailment notice to her employer to finish her maternity leave, or
- has given a curtailment notice to her employer to finish her SMP, or
- Has given the benefits office a curtailment notice ending her MA.
-

9.7 We may also ask you to provide the following:

- a copy of your child's birth certificate or a signed declaration of the date and place of birth if you have yet to get the certificate, and
- Contact details for the other parent's employer, or a declaration that they do not have an employer.

10. How do I organise ShPL?

10.1 Once you have opted into the ShPL scheme, you need to give us a 'period of leave' notice to book your time off. You can give us this at the same time as your opt-in notice or at any other time as long as it is at least eight weeks before the first period of ShPL begins.

10.2 On the 'period of leave' notice you can either give us specific dates or the number of days after the birth that you want ShPL to start and finish. You may prefer the second option if you plan taking paternity leave as soon as the baby is born and want ShPL to run on from it. You must take ShPL in blocks of at least one week at a time.

10.3 You are automatically entitled to take a single continuous block of ShPL, but we will consider any request for separate blocks of ShPL as detailed in the following paragraphs.

10.4 You may lodge up to three 'period of leave' notices, which may allow you to take up to three separate ShPL blocks with periods at work in between. If you later vary or cancel one of the blocks, this will generally count as a further 'period of leave' notice.

10.5 To make it easier for us to consider allowing you to take ShPL in more than one block, you should discuss your requirements with your manager as early as possible before you submit your formal 'period of leave' notice.

10.6 If you want separate blocks of ShPL, you must give us details of the pattern you want to follow in your 'period of leave' notice. Once we have received this, we will either agree immediately or we will start a discussion period with you which will last for two weeks. If we reach agreement, we will confirm this in writing before the end of the two-week period. If we fail to agree, you can take all the ShPL you asked for in one continuous block, beginning on the

start date you gave us in your notice. For example, if you asked for three four-week periods, we will combine them into one continuous 12-week leave period.

10.7 The other way we can approach this is if you agree to the following:

- Choosing a new start date and telling us what it is within five days of the two-week discussion period ending. The new date has to be at least eight weeks after the start date of the first of the blocks you asked for; or
- Withdrawing the notice and informing us within two days of the two-week discussion period ending. This will not be counted as a 'period of leave' notice and you are free to submit a fresh one.

10.8 If you need to cancel a period of ShPL, you must put your request in writing at least eight weeks ahead of the relevant block start date.

10.9 If you want to change a start date, you must put your request in writing at least eight weeks before whichever is the earlier of the original and new start dates. Similarly, you can change the end date if you inform us at least eight weeks before whichever is the earlier of the original or new end dates.

10.10 If you want to combine blocks of ShPL into one continuous period, you will need to give us the new start or end date, whichever is relevant.

10.11 If you want to split a continuous period of ShPL into two or more periods separated by periods at work, you will need to tell us the new start or end date. We may not be able to accommodate you but are prepared to approach your request as if you had asked for separate blocks of ShPL in the first place.

10.12 If you submit a notice to change or cancel a block of leave, we will count this as one of your three 'period of leave' notices. There are three exceptions to this rule, which are:

- if the change is because your baby was born earlier or later than the EWC
- if you cancel a request for separate blocks of leave within two days the two-week discussion period ending
- we ask you to make the change.

11. What happens during ShPL?

If your baby is born before the beginning of the EWC, we may allow you to start ShPL during the eight weeks following birth despite you being unable to give us eight weeks' notice. To enable us to do so, we need to apply the following rules:

- if your ‘period of leave’ notice gave us a set date within the eight weeks following the EWC for your ShPL to start, you can move the date forward by the same number of days as long as you write to tell us as soon as possible
- if you want to take ShPL in the eight weeks following birth and your baby arrives early, you will need to give us your opt-in notice and ‘period of leave’ notice as soon as possible.

If you had a start date of a set number of days — rather than a set date — after the birth in your ‘period of leave’ notice, you do not need to do anything.

11.1 You will continue to receive benefits due to you under your employment contract. Except for terms relating to pay, all your normal terms and conditions will apply and you will continue to accrue holiday entitlement.

11.12 If you are due any holiday, you should discuss with your manager when to take this before starting ShPL, and if you are the mother you should try to take any holiday due to you before your maternity leave begins.

11.13 We may need to contact you from time time while you are on ShPL leave — for example to discuss arrangements for when you return.

11.14 You may also be asked to work during ShPL for up to 20 days. This includes training and — if you are a woman — are in addition to the 10 days you have the option to work during your maternity leave. You are not obliged to work any of these days, but if you do you will be paid at a rate agreed with your manager. This also applies if you ask us to work any of the 20 days.

12. What happens when I return to work?

12.1 You must give us eight weeks’ notice in writing if you want to end a ShPL period early and provide the new return-to-work date. You will be unable to end your ShPL early without our agreement if you have already used your three ‘period of leave’ notices.

12.2 If you have unused ShPL entitlement and want to extend your leave, you must give tell us in writing with a ‘period of leave’ notice submitted at least eight weeks before the date you had intended returning to work. You will be unable to extend your ShPL without our agreement if you have already used your three ‘period of leave’ notices. Instead you may be able to take annual leave or ordinary parental leave.

12.3 You are entitled to take up the same job with the same employment terms you had before going on ShPL. However, under certain circumstances it may not be reasonably practical for you to resume your previous role and we may place you in another appropriate post with no less favourable terms and conditions. This will only apply if

- your ShPL plus any maternity or paternity leave taken amounts to more than 26 weeks, irrespective of whether or not it was taken consecutively
- your ShPL was taken consecutively before or after more than four weeks of ordinary parental leave.

13. Can I claim statutory Shared Parental Pay?

13.1 If you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week, you may be able to claim Statutory Shared Parental Pay for up to 39 weeks. We will pay this at the rate set annually by the government, less any SMP or MA already claimed by either you or your partner. Your average earnings must be not less than the lower earnings limit set each tax year for you to qualify.

13.2 When you give us your 'period of leave' notice (or notices), you must notify us that you intend claiming ShPP while you are on ShPL. You can also write to us at least eight weeks before the date you want us to start paying your ShPP if you have not already told us in a 'period of leave' notice.

14. What is ordinary parental leave?

14.1 Ordinary parental leave can be taken at any time until a child's 18th birthday and comprises 18 weeks' unpaid leave.

14.2 If you have responsibility for a child, you are entitled to take parental leave. Those eligible include the registered father and anyone else with formal parental responsibility for the child.

14.3 You must have worked for us for at least a year before you can take parental leave, already have — or expect to have — responsibility for a child, and intend using the leave only to care for the child or otherwise spend time with it.

14.4 You can take up to four weeks of ordinary parental per child per year in blocks of a single week or more. You cannot take less than a week at a time unless the child is disabled.

14.5 You need to give your manager 21 days' notice that you intend taking parental leave. We will always try to accommodate your request, but may have to rearrange your dates if your

absence would disrupt our business by, for example, leaving us short-staffed. If your leave has to be postponed, we will tell you why in writing within seven days of your request and provide you with new start and end dates.

14.6 We are unable to postpone parental leave if you have asked us for it to start immediately after a child's birth or adoption. We are also unable to postpone parental leave beyond six months or beyond the child's 18th birthday.

14.7 Your employment contract and all its terms and conditions remain in force throughout ordinary parental leave, and your holiday entitlement continues to accrue.

15. What happens if I am adopting a child?

15.1 You are entitled to time off to attend an adoption appointment. This is an appointment arranged by an adoption agency, usually for you to get to know the child who will be placed with you but sometimes for other reasons related to the adoption.

15.2 If more than one child is being placed with you at the same time, we treat this as one adoption and will not give you time off to attend additional appointments. Time off for this type of appointment must be taken before any child is placed with you.

15.3 You may attend up to five appointments per adoption on paid time off if you are adopting on your own or will be the primary adopter. You may only attend up to two appointments, and on unpaid leave, if you are the secondary adopter.

15.4 You are entitled to take up to 6.5 hours for each appointment. This includes travelling and waiting time. We will need a signed statement with details of the time and date of the appointment as well as confirmation that

- the adoption agency has arranged or requested the appointment
- you are either adopting the child on your own or jointly with someone else
- you are electing to take either paid or unpaid time off work if you are adopting jointly

15.5 It is sometimes necessary to ask you to rearrange an appointment, and we reserve the right to refuse a request for a particular day or time in exceptional circumstances. We will however never do this without good reason.

16. Can I claim adoption leave and pay?

16.1 We have in place similar arrangements for adoption as we do for maternity leave and pay. You should ask your manager for full details.

16.2 You may be entitled to adoption leave if you are having a baby by a surrogate mother.

Your manager will be able to explain the process.

16.3 You may also be eligible for ShPL and ShPP if you are adopting or having a child by a surrogate mother. Again, ask your manager for more information.

17. Data Protection

In order to manage your entitlements to family friendly leave and pay it will be necessary for the Company to processes personal data. This will be collected during your employment in accordance with our Data Protection Policy. Any such data collected will be held securely, accessed by, and disclosed to, a restricted pool of individuals for the purposes of managing your leave and entitlements under this policy. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported immediately in accordance with the Company's Data Protection Policy or Breach of Data Protection Procedure. This may also constitute a disciplinary offence and will be dealt with under the Company's disciplinary procedure.

Other Absences

APPOINTMENTS

You are normally expected to ensure that appointments to visit the Doctor, Dentist, Hospital, etc are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments providing that the appointment is substantiated with an appointment card (if requested) and the timing of the appointment causes little disruption as possible i.e at the beginning or end of the working day. However, you will not be paid for this time off.

BEREAVEMENT LEAVE

In the event of a death or funeral of a relative or close friend, you may be granted appropriate time off work and payment at the discretion of the company and after careful and sympathetic consideration has been given to the circumstances surrounding each bereavement.

Statutory Time off

FAMILY EMERGENCIES

You are entitled to reasonable time off, without pay, for urgent incidents of real needs involving a dependant, who is a member of your immediate family or someone who reasonably relies on you for help when they are ill or injured or for making arrangements for them to be cared for in the vent of illness or injury.

The entitlement to time off in such circumstances is limited to what is reasonable for you to deal with the immediate problem and sort out any longer term arrangements.

If you are unable to attend work due to unforeseen family circumstances such a death of a dependant, breakdown of childcare arrangements or illness of a dependant, you may be entitled to reasonable time off work.

JURY SERVICE

You are entitled to time off work to fulfil your obligations with regards to Jury Service. In the event of you being summoned to attend jury service, you must notify management immediately on receipt of the jury summons, give details of the dates you are required to attend court.

You may be requested to apply to the court for your jury service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the business. A failure or refusal to make a request when requested will lead to action being taken under the Disciplinary and Dismissal procedure, which may include dismissal.

If you are retained on jury service for a prolonged period, you have an obligation to notify the company and must keep in regular contact throughout. You must return to normal working immediately following your release from jury duties.

You are reminded to ensure that an expenses claim is submitted to the court in accordance with the available allowances for travelling, subsistence and your financial loss.

You are not entitled to payment for this time off, as you can claim allowances from the court.

PUBLIC DUTIES

You are entitled to reasonable time off during working hours to perform the duties associated with certain positions, such as Justices of the peace, members of local authority, statutory tribunal or police authority.

You are not, however, entitled to payment for this time.

Expenses

The company will reimburse you for approved expenses wholly necessarily incurred in the course of your work.

It is not the purpose of payment for expenses to provide you with an incentive or reward for non-standard duties. The amount of any payment for expenses will be the additional costs incurred as a result of your undertaking a work assignment.

Expenses will be paid in accordance with the regulations and interpretation of the Inland Revenue or suspended if necessary at its instruction.

Any special ad hoc arrangements made to suit particular circumstances will not be considered to set and form of precedent.

You will be entitled to claim the following provided they are reasonable, and the appropriate documentation has been completed and supporting receipts submitted;

- Cars- mileage at the rate notified and all necessary parking charges and unavoidable tolls. (you are responsible for any fines or penalties occurred)
- Trains- Standard class fare
- Accommodation- cost of room and all necessary meals and reasonable drinks
- Meals- as necessary and to reasonable standard whilst on authorised business

You are expected to use the most cost effect transport, methods and routes when travelling to carry out your duties.

WARNING

Payment of your expenses claims will be delayed or withheld if not properly substantiated. Fraudulent claims will result in your dismissal.

Fraudulent recordings of any financial transactions will result in dismissal

Computers and IT Policy

Introduction

The Company encourages its employees to use email and the internet at work where this can save time and expense. However, it requires that employees follow the rules below. It is a term of each employee's contract that he/she complies with these rules, and any serious breach could lead to dismissal. Any employee who is unsure about whether or not something he/she proposes to do might breach this email and internet policy should seek advice from his/her line manager.

Although the Company encourages the use of email and the internet where appropriate, their use entails some risks. For example, employees must take care not to introduce viruses to the system and must take proper account of the security advice below. Employees must also ensure that they do not send untrue statements about others in emails as the Company could face legal action for libel and be liable for damages.

These rules are designed to minimise the legal risks to the Company when its employees use email at work and access the internet. Where something is not specifically covered in this policy, employees should seek advice from their line manager.

Technology and the law change regularly and this policy will be updated to account for changes as and when necessary. Employees will be informed when the policy has changed, but it is their responsibility to read the latest version of this document. Please note that this Policy does not form part of your contract with is. We reserve the right to amend or remove this Policy.

Computers

You are responsible for the security of any IT equipment issued by us to you. You must not let any of your IT equipment be used by anyone else, whether at work or at home.

When working, either in the office or remotely, you are responsible for the security of your computer terminal. The screen should always be locked if the computer is left unattended.

You must shut down your computer at the end of each working day. We often schedule updates overnight and it is important that your computer is shut down for these updates to take effect.

You must not remove or tamper with any software systems installed on our computers. If you have an issue in relation to any software installed on your work computer, then you should contact o*ur IT Department*] for advice.

You should use unique passwords for each electronic device we issue to you. They should ideally include a random string of capital and lowercase letters, symbols and numbers. You should keep all passwords confidential and should not share them with anyone else (save as outlined below). You should change your passwords regularly.

You must provide us with details of all passwords on request and, in any event, on termination of employment.

You must report any loss of IT equipment to your line manager immediately.

If you are issued with portable IT equipment by us, then you must make sure that it is stored safely and securely when being transported. If you are using our IT equipment whilst in a public place, then others may be able to view your screen. Please make sure that you do not display any confidential information when using IT equipment in public.

Use of email

The following rules should be followed when using email:

a You should avoid the use of slang, emojis and 'text speak' when sending work emails.

b Always consider the relevant recipients when sending an email – do not copy messages unnecessarily widely. Employees should exercise care not to copy emails automatically to all those copied in to the original message to which they are replying. Doing so may result in disclosure of confidential information to the wrong person

c You should not forward chain emails or send jokes.

d You should not forward emails from your work account to your private email address.

e Do not send emails which are or might be considered abusive, obscene, discriminatory, harassing or otherwise inappropriate in nature. If you receive such an email, then you should inform your line manager or immediately. We have a zero-tolerance policy in relation to bullying and harassment in the workplace. Please see our Bullying & Harassment Policy for more details.

f Statements to avoid in emails include those criticising the Company's competitors or their staff, those stating that there are quality problems with goods or services of suppliers or customers, and those stating that anyone is incompetent.

g Email correspondence is disclosable in legal proceedings. All messages should be treated as being potentially disclosable in a court of law.

The above rules also apply to texts including those in WhatsApp Groups.

Attachments

Employees should not attach any files that may contain a virus to emails, as the Company could be liable to the recipient for loss suffered. The Company has virus-checking in place but, if in doubt, employees should check with the IT department.

Employees should exercise extreme care when receiving emails with attachments from third parties, particularly unidentified third parties, as these may contain viruses.

When and how email will be monitored

The Company considers the following to be valid reasons for checking an employee's email:

- If the employee is absent for any reason and communications must be checked for the smooth running of the business to continue.
- If the Company suspects that the employee has been viewing or sending offensive or illegal material, such as material containing racist terminology or nudity (although the Company understands that it is possible for employees inadvertently to receive such material and they will have the opportunity to explain if this is the case).

- If the Company suspects that an employee has been using the email system to send and receive an excessive number of personal communications.
- If the Company suspects that the employee is sending or receiving emails that are detrimental to the Company.

When monitoring emails, the Company will, save in exceptional circumstances, confine itself to looking at the address and subject heading of the emails. Employees should mark any personal emails as such and encourage those who send them to do the same. Where possible, the Company will avoid opening emails clearly marked as private or personal.

Use of internet

Sensible internet use

Where employees are allowed access to the internet to do their job, they are expected to use it sensibly and in such a manner that it does not interfere with the efficient running of the Company. Employees may be called upon to justify the amount of time they have spent on the internet or the sites that they have visited.

Removing internet access

The Company reserves the right to deny internet access to any employee at work, although in such a case it will endeavour to give reasons for doing so.

Downloading files and software

Only employees in the Company's IT department have authorisation to download files or software, at no time should any other employee download files or software on to the computers. Disciplinary action may be taken against any unauthorised employee downloading files or software onto the computer system.

Personal use of the internet

The internet system is primarily for business use, Employees are not permitted to use the internet at work unless you need to do so as part of your job.

When and how internet use will be monitored

The Company reserves the right to monitor employees' internet usage, but will endeavour to inform an affected employee when this is to happen and the reasons for it. The Company considers the following to be valid reasons for checking an employee's internet usage:

- If the Company suspects that the employee has been viewing offensive or illegal material, such as material containing racist terminology or nudity (although the

Company understands that it is possible for employees inadvertently to view such material and they will have the opportunity to explain if this is the case).
- If the Company suspects that the employee has been spending an excessive amount of time viewing websites that are not work related.

Monitoring will include checking the websites that an employee has visited and the duration of such visits.

Data protection

Any monitoring of an employee's email and/or internet use will be necessary and proportionate. Monitoring is in the Company's legitimate interests and is to ensure that this policy on email and internet use is being complied with.

[The information gathered through monitoring will be retained only long enough for any breach of this policy to come to light and for any investigation to be conducted.

Information obtained through monitoring will not be disclosed to third parties (unless the Company is under a duty to report matters to a regulatory authority or to a law enforcement agency or for defence of a legal claim).

Data Protection

Any personal data collected will be done so in accordance with our Data Protection Policy. Any such data collected will be held securely, accessed by, and disclosed to, a restricted pool of individuals for specified purposes. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported immediately in accordance with the Company's Breach of Personal Data Policy. This may also constitute a disciplinary offence and will be dealt with under the Disciplinary and Capability Policy.

General

The aim of these rules is to be helpful, and to set guidelines on the use of email and the internet at work for the smooth and efficient running of the business.

If there is anything in these rules that an employee considers to be unworkable or does not understand, he/she should notify his/her manager.

Any breach of these rules may result in us revoking your permission to use our Device for work purposes. It may also result in disciplinary action up to and including dismissal. Certain breaches of this Policy may give rise to a criminal offence or other public concern. We may pass any evidence collated to the police or other relevant authority.

Self-employed contractors, agency workers or any other individuals working temporarily in the Company should be made aware of the rules regarding the use of email and the internet.

New members of staff should be shown this policy as part of their induction.

SOCIAL MEDIA POLICY

1. **Overview**

1.1 This policy explains your responsibilities when you use social media, both on Company premises and in your own time.

1.2 It applies to all employees and to anyone else working for the Company. It does not form part of your contract of employment and can be amended at any time.

1.3 Your use of social media may, along with your wider use of Company IT resources, be monitored to make sure you are complying with this policy.

1.4 If you breach this policy you may face action under our disciplinary procedure up to and including dismissal. We may require you to remove any social media content that in itself breaches this policy and may invoke the disciplinary procedure if you fail to do so. In addition, you could face legal proceedings if comments you post about the Company or named individuals are found to have harmed their reputation.

2. **What is social media?**

2.1 We define **social media** as websites and applications that allow users to create and share content and/or take part in online networking. The most popular sites include the following:

- Facebook
- X
- WhatsApp
- LinkedIn
- YouTube
- Google+
- Instagram
- Pinterest
- Flickr
- Tumblr
- Discussion forums such as Mumsnet and Reddit
- Snapchat
- tiktok

2.2 This policy also covers personal blogs, any posts you might make on other people's blogs, and to all online forums and notice boards.

3. Using social media at work

3.1 You must not use Company IT resources to access social media unless you need to do so as part of your job. You also must not use you own IT equipment — your personal phone, for example — to access social media during working hours.

3.2 You must not post personal content on any Company social media account you are authorised to use. These accounts belong to us, and your access will be stopped if you abuse this policy in any way. If you leave the Company your access will also be stopped and we will ask for your user names and passwords. We may also ask for them at any other time and in either case you must supply them on request.

4. Your responsibilities when using social media

4.1 Always **identify yourself** and make it clear your opinions are your own and you are not speaking on the Company's behalf. You might consider doing this in a disclaimer. Use a personal email address, not your Company email address, and do not create a social media account that could be mistaken for a corporate account we have set up, or could set up.

4.2 It is your duty to **protect the company's interests** and you must not publish anything that could directly or indirectly damage these or compromise our reputation. You must never speak on the Company's behalf on social media unless authorised to do so and you must always make sure anything you do post is accurate and lawful. Always get your colleagues' permission before posting images of them or any of their personal details.

4.3 You must take **personal responsibility** for your social media content. If you can be identified as working for the Company, you must make sure your profiles, and anything you post, are congruent with how we expect you to present yourself to business associates and colleagues. Be mindful that even if you do not name us as your employer, people who know you and where you work may still make an unwelcome association with the Company. If you are in any doubt about what is and is not acceptable, please talk to your manager.

4.4 You must always **show respect to others** when using social media. You must never criticise the Company, our clients, suppliers, business associates, your colleagues or anybody else you come into contact with professionally. Our other policies — in particular those covering harassment and bullying and equal opportunities — give guidance on the type of behaviour we consider unacceptable in the workplace, and we expect you to maintain the same high standards when using social media. Specifically, we will not tolerate any of the following:

- abusive or threatening language
- sexually explicit language
- unlawful or disrespectful comments
- false or misleading statements
- impersonating your colleagues or third parties
- Inciting somebody to commit a crime.

If another Company employee is bullying, harassing or victimising you using social media, you must follow the process laid out in our harassment and bullying policy

4.5 You are obliged to **respect Company confidentiality** at all times and not to use social media to comment on sensitive business matters, including — but not restricted to — the following:

- our intellectual property
- our trade secrets
- our current or future trading performance
- any information intended for internal use only
- Anything else that is not already in the public domain.

We also insist that you never use our logo, trademark, or other corporate artwork in anything you post or as part of any of your social media profiles.

4.6 You must remain aware at all times of the **public nature of social media**. Even content posted on a restricted forum can quickly be shared across other social media and you must assume that anything you publish anywhere will sooner or later reach the public domain. When you share content posted by others, remember that you may be seen as giving tacit approval to opinions that could bring the Company into disrepute.

4.7 You must never **air grievances** about the Company, its employees or any of its activities on social media including WhatsApp groups. You should use our internal process if you want to make a complaint, raising it first with your manager. If the issue remains unresolved, you must then follow the formal grievance procedure.

5. Other social media guidance

5.1 Always respect copyright and always check whether or not a third party's content is protected before you reuse or re-post it.

5.2 The contact details of any business contacts you make while working for the Company belong to us and must remain confidential. When you leave the Company, you must give us this data and delete any copies you have, including any you have added to your social media accounts.

5.3 You should contact **Senior Management** if you find anything posted to a social media site that breaches this policy or otherwise brings the Company into disrepute.

6. WhatsApp

6.1 You must not share any details on WhatsApp or WhatsApp groups relating to the Company, its clients or any of its employees. This includes information relating to rotas, timesheets. Remember that even if you do not mention the Company by name, others may know the name of your employer so the Company or its employees' reputations may be affected.

6.2 If you set up a WhatsApp group involving other members of staff, you, as Administrator will be responsible for all content in the group and will be expected to bring to your manager's attention anything that may identify the Company, its employees or clients. You will also be expected to monitor the content of the group and to report any breaches of this Social Media Policy. Failure to do so is likely to result in disciplinary action up to and including dismissal.

7. Monitoring

7.1 We may monitor, intercept and review any social media activity carried out using our IT and communications systems as permitted under our Data Protection Policy to monitor compliance with this Policy.

7.2 We may monitor, intercept and review social media accounts and posts if they are public. We may also review any content or post in a private or 'member only' forum or any deleted post in either a public or private forum which is brought to our attention (for example, by the provision of screenshots).

7. Data Protection

7.1 The Company reserves the right to will monitor emails to help ensure that this Social Media policy is being adhered to. Such monitoring is in the Company's legitimate interests.

Monitoring will normally be carried out by senior management. The information obtained through monitoring may be shared with your line manager or other managers in the business area in which you work, HR and IT staff if appropriate and where the Company has reasonable grounds to believe that there has been a breach of this policy or of the Company's Internet Policy.

Any data collected through monitoring will be held for no longer than necessary in line with the Company's Data Retention Policy.

GDPR and Data Protection

Privacy Standard

1. Introduction

1.1. This Privacy Standard sets out how(”we”, “our”, “us”, “the Company”) handle the Personal Data of our customers, suppliers, employees, workers and other third parties with regard to the General Data Protection Regulations (GDPR).

1.2. This Privacy Standard applies to all Personal Data we Process regardless of the media on which that data is stored or whether it relates to past or present employees, workers, customers, clients or supplier contacts, shareholders, website users or any other individual.

1.3. This Privacy Standard applies to all Company Personnel (”you”, “your”). You must read, understand and comply with this Privacy Standard when Processing Personal Data on our behalf and attend training on its requirements. This Privacy Standard sets out what we expect from you in order for the Company to comply with applicable law. Your compliance with this Privacy Standard is mandatory. Related Policies are available to help you interpret and act in accordance with this Privacy Standard; you must also comply with all such Related Policies. Any breach of this Privacy Standard may result in disciplinary action.

1.4. This Privacy Standard (together with Related Policies) is an internal document and cannot be shared with third parties, clients or regulators without prior authorisation from the Data Protection Lead (Les Aikman).

2. Definitions

2.1. These terms have the following meaning within this Privacy Standard:-

2.1.1. **Automated Processing:** any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual’s performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements. Profiling is an example of Automated Processing.

2.1.2. **Company name:** HOT.

2.1.3. **Company Personnel:** all employees, workers contractors, agency workers, consultants, directors, members and others.

2.1.4. **Consent:** agreement which must be freely given, specific, informed and be an unambiguous indication of the individual's wishes by which they, by a statement or by a clear positive action, signifies agreement to the Processing of Personal Data relating to them.

2.1.5. **Data Controller:** the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. We are the Data Controller of all Personal Data relating to our Company Personnel and Personal Data used in our business for our own commercial purposes.

2.1.6. **Data Privacy Impact Assessment (DPIA):** tools and assessments used to identify and reduce risks of a data processing activity. DPIA can be carried out as part of Information Security Policy and should be conducted for all major system or business change programs involving the Processing of Personal Data.

2.1.7. **EEA:** the 28 countries in the EU, and Iceland, Liechtenstein and Norway.

2.1.8. **Explicit Consent:** consent which requires a very clear and specific statement (that is, not just action).

2.1.9. **General Data Protection Regulation (GDPR):** the General Data Protection Regulation (*(EU) 2016/679*). Personal Data is subject to the legal safeguards specified in the GDPR.

2.1.10. **Personal Data:** any information identifying an individual or information relating to an individual that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Sensitive Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.

2.1.11. **Personal Data Breach:** any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Personal Data Breach.

2.1.12. **Privacy Notices:** separate notices setting out information that may be provided to individuals when the Company collects information about them. These notices may take the form of general privacy statements applicable to a specific group of individuals (for example, employee privacy notices or the website privacy policy) or they may be stand-alone, one time privacy statements covering Processing related to a specific purpose.

2.1.13. **Processing or Process:** any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.

2.1.14. **Pseudonymisation or Pseudonymised:** replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure.

2.1.15. **Related Policies:** the Company's policies, operating procedures or processes related to this Privacy Standard and designed to protect Personal Data including Information Security Policy, Data Retention Policy for Employees and Data Retention Policy for Customers.

2.1.16. **Sensitive Personal Data:** information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data, and Personal Data relating to criminal offences and convictions.

3. Scope

3.1. We recognise that the correct and lawful treatment of Personal Data will maintain confidence in the organisation and will provide for successful business operations. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that we take seriously at all times. The Company is exposed to potential fines of up to EUR20 million (approximately £18 million) or 4% of total worldwide annual turnover, whichever is higher and depending on the breach, for failure to comply with the provisions of the GDPR.

3.2. All managers are responsible for ensuring all Company Personnel comply with this Privacy Standard and need to implement appropriate practices, processes, controls and training to ensure such compliance.

3.3. Please contact the Data Protection Lead with any questions about the operation of this Privacy Standard, the GDPR or if you have any concerns that this Privacy Standard is not being or has not been followed. In particular, you must always contact the Data Protection Lead in the following circumstances:

3.3.1. if you are unsure of the lawful basis which you are relying on to process Personal Data (including the legitimate interests used by the Company) (see Section [5.1-5.4] below);

3.3.2. if you need to rely on Consent and/or need to capture Explicit Consent (see Section [5.5-5.9] below);

3.3.3. if you need to draft Privacy Notices (see Section [5.10-5.13] below);

3.3.4. if you are unsure about the retention period for the Personal Data being Processed (see Section [9] below);

3.3.5. if you are unsure about what security or other measures you need to implement to protect Personal Data (see Section [10.1-10.4] below);

3.3.6. if there has been a Personal Data Breach (Section [10.5-10.7] below);

3.3.7. if you are unsure on what basis to transfer Personal Data outside the EEA (see Section [11] below);

3.3.8. if you need any assistance dealing with any rights invoked by an individual (see Section [12]);

3.3.9. whenever you are engaging in a significant new, or change in, Processing activity which is likely to require a DPIA (see Information Security Policy) or plan to use Personal Data for purposes others than what it was collected for;

3.3.10. If you need help complying with applicable law when carrying out direct marketing activities (see Section [14] below); or

3.3.11. if you need help with any contracts or other areas in relation to sharing Personal Data with third parties (including our vendors) (see Section [15] below).

4. Personal Data Protection Principles

4.1. The Company follows the principals set out in the GDPR relating to Processing of Personal data which require it to be:

4.1.1. Processed lawfully, fairly and in a transparent manner (**Lawfulness, Fairness and Transparency**).

4.1.2. Collected only for specified, explicit and legitimate purposes (**Purpose Limitation**).

4.1.3. Adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (**Data Minimisation**).

4.1.4. Accurate and where necessary kept up to date (**Accuracy**).

4.1.5. Not kept in a form which permits identification of individual(s) for longer than is necessary for the purposes for which the data is Processed (**Storage Limitation**).

4.1.6. Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage (**Security, Integrity and Confidentiality**).

4.1.7. Not transferred to another country without appropriate safeguards being in place (**Transfer Limitation**).

4.1.8. Made available to individuals and an individual is allowed to exercise certain rights in relation to their Personal Data (**Individual's Rights and Requests**).

4.2. The Company is responsible for and must be able to demonstrate compliance with the data protection principles listed above (**Accountability**).

5. Lawfulness, Fairness, Transparency

5.1. Personal data must be processed lawfully, fairly and in a transparent manner in relation to the individual.

5.2. You may only collect, Process and share Personal Data fairly and lawfully and for specified purposes. The GDPR restricts our actions regarding Personal Data to specified lawful purposes. These restrictions are not intended to prevent Processing, but ensure that we Process Personal Data fairly and without adversely affecting the individual(s).

5.3. The GDPR allows Processing for specific purposes, some of which are set out below:

5.3.1. the individual has given his or her Consent;

5.3.2. the Processing is necessary for the performance of a contract with the individual;

5.3.3. to meet our legal compliance obligations;

5.3.4. to protect the individual's vital interests; or

5.3.5. to pursue our legitimate interests for purposes where they are not overridden because the Processing prejudices the interests or fundamental rights and freedoms of individual(s). The purposes for which we process Personal Data for legitimate interests need to be set out in applicable Privacy Notices.

5.4. The Company must identify and document the legal ground being relied on for each Processing activity.

Consent

5.5. A Data Controller must only process Personal Data on the basis of one or more of the lawful bases set out in the GDPR, which include Consent.

5.6. An individual consents to Processing of their Personal Data if they indicate agreement clearly either by a statement or positive action to the Processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity are unlikely to be sufficient. If Consent is given in a document which deals with other matters, then the Consent must be kept separate from those other matters.

5.7. Individuals must be easily able to withdraw Consent to Processing at any time and withdrawal must be promptly honoured. Consent may need to be refreshed if you intend to Process Personal Data for a different and incompatible purpose which was not disclosed when the individual first consented.

5.8. Unless we can rely on another legal basis of Processing, Explicit Consent is usually required for Processing Sensitive Personal Data and for cross border data transfers (when applicable). Usually we will be relying on another legal basis (and not require Explicit Consent) to Process most types of Sensitive Data. Where Explicit Consent is required, you must issue a Privacy Notice to the individual to capture Explicit Consent.

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

Transparency (Notifying Individuals)

5.10. The GDPR requires Data Controllers to provide detailed, specific information to individual(s) depending on whether the information was collected directly from an individual or from elsewhere. Such information must be provided through appropriate Privacy Notices which must be concise, transparent, intelligible, easily accessible, and in clear and plain language so that an individual can easily understand them.

5.11. Whenever we collect Personal Data directly from individuals, including for human resources, employment purposes or acting on behalf of our agreement with our customers, we must provide the individual with all the information required by the GDPR including the identity of the Data Controller and Data Protection Lead, how and why we will use, Process, disclose, protect and retain that Personal Data through a Privacy Notice which must be presented when the individual first provides the Personal Data.

5.12. When Personal Data is collected indirectly (for example, from a third party or publically available source), you must provide the individual with all the information required by the GDPR as soon as possible after collecting/receiving the data. You must also check that the Personal Data was collected by the third party in accordance with the GDPR and on a basis which contemplates our proposed Processing of that Personal Data.

5.13. You should seek guidance on drafting Privacy Notices from the Company's Data Protection Lead.

6. Purpose Limitation

6.1. Personal Data must be collected only for specified, explicit and legitimate purposes. It must not be further processed in any manner incompatible with those purposes.

6.2. You cannot use Personal Data for new, different or incompatible purposes from that disclosed when it was first obtained unless you have informed the individual(s) of the new purposes and they have consented where necessary.

7. Data Minimisation

7.1. Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

7.2. You may only Process Personal Data when performing your job duties requires it. You cannot Process Personal Data for any reason unrelated to your job duties.

7.3. You may only collect Personal Data that you require for your job duties: do not collect excessive data. Ensure any Personal Data collected is adequate and relevant for the intended purposes.

7.4. You must ensure that when Personal Data is no longer needed for specified purposes, it is deleted or anonymised in accordance with the Company's data retention guidelines.

8. Accuracy

8.1. Personal Data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate.

8.2. You will ensure that the Personal Data we use and hold is accurate, complete, kept up to date and relevant to the purpose for which we collected it. You must check the accuracy of any Personal Data at the point of collection and at regular intervals afterwards. You must take all reasonable steps or amend inaccurate or out-of-date Personal Data.

9. Storage Limitation

9.1. Personal Data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed

9.2. You must not keep Personal Data in a form which permits the identification of the individual for longer than needed for the legitimate business purpose or purposes for which we originally collected it including for the purpose of satisfying any legal, accounting or reporting requirements.

9.3. The Company will maintain retention policies and procedures to ensure Personal Data is deleted after a reasonable time for the purposes for which it was being held, unless a law requires such data to be kept for a minimum time. You must ensure that you comply with the Company's guidelines on Data Retention.

9.4. You will take all reasonable steps to destroy or erase from our systems all Personal that we no longer require in accordance with all the Company's applicable records retention schedules and policies. This includes requiring third parties to delete such data where applicable.

9.5. You will ensure individuals are informed of the period for which data is stored and how that period is determined in any applicable Privacy Notice.

10. Security Integrity and Confidentiality

Protecting Personal Data

10.1. Personal Data must be secured by appropriate technical and organisational measures against unauthorised or unlawful Processing, and against accidental loss, destruction or damage.

10.2. The Company will develop, implement and maintain safeguards appropriate to our size, scope and business, our available resources, the amount of Personal Data that we own or maintain on behalf of others and identified risks (including use of encryption and Pseudonymisation where applicable). We will regularly evaluate and test the

effectiveness of those safeguards to ensure security of our Processing of Personal Data. You are responsible for protecting the Personal Data we hold. You must implement reasonable and appropriate security measures against unlawful or unauthorised Processing of Personal Data and against the accidental loss of, or damage to, Personal Data. You must exercise particular care in protecting Sensitive Personal Data from loss and unauthorised access, use or disclosure.

10.3. You must follow all procedures and technologies we put in place to maintain the security of all Personal Data from the point of collection to the point of destruction. Please refer to the Company's Information Security Policy for the Company's procedures and position.

10.4. You must comply with and not attempt to circumvent the administrative, physical and technical safeguards we implement and maintain in accordance with the GDPR and relevant standards to protect Personal Data.

Reporting a Personal Data Breach

10.5. The GDPR requires Data Controllers to notify any Personal Data Breach to the applicable regulator and, in certain instances, the individual.

10.6. We have put in place procedures to deal with any suspected Personal Data Breach and will notify individual(s) or any applicable regulator where we are legally required to do so.

10.7. If you know or suspect that a Personal Data Breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the Data Protection Leads. You should preserve all evidence relating to the potential Personal Data Breach.

11. Transfer Limitation

11.1. The GDPR restricts data transfers to countries outside the EEA in order to ensure that the level of data protection afforded to individuals by the GDPR is not undermined. You transfer Personal Data originating in one country across borders when you transmit, send, view or access that data in or to a different country.

11.2. You may only transfer Personal Data outside the EEA if one of the following conditions applies:

11.2.1. the European Commission has issued a decision confirming that the country to which we transfer the Personal Data ensures an adequate level of protection for

anindividual's rights and freedoms. For further information please review the following website - https://ec.europa.eu/info/law/law-topic/data-protection_en;

11.2.2. appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved by the European Commission, an approved code of conduct or a certification mechanism, a copy of which can be obtained from the DPO;

11.2.3. the individual has provided Explicit Consent to the proposed transfer after being informed of any potential risks; or

11.2.4. the transfer is necessary for one of the other reasons set out in the GDPR including the performance of a contract between us and the individual, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the individual where the individual is physically or legally incapable of giving Consent and, in some limited cases, for our legitimate interest.

12. Individual's Rights and Requests

12.1. Individuals have rights when it comes to how we handle their Personal Data. These include rights to:

12.1.1. withdraw Consent to Processing at any time;

12.1.2. receive certain information about the Data Controller's Processing activities;

12.1.3. request access to their Personal Data that we hold;

12.1.4. prevent our use of their Personal Data for direct marketing purposes;

12.1.5. ask us to erase Personal Data if it is no longer necessary in relation to the purposes for which it was collected or Processed or to rectify inaccurate data or to complete incomplete data;

12.1.6. restrict Processing in specific circumstances;

12.1.7. challenge Processing which has been justified on the basis of our legitimate interests or in the public interest;

12.1.8. request a copy of an agreement under which Personal Data is transferred outside of the EEA;

12.1.9. object to decisions based solely on Automated Processing, including profiling (automated decision making (ADM));

12.1.10. prevent Processing that is likely to cause damage or distress to the individual or anyone else;

12.1.11. be notified of a Personal Data Breach which is likely to result in high risk to their rights and freedoms;

12.1.12. make a complaint to the supervisory authority; and

12.1.13. in limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine readable format.

12.2. You must verify the identity of an individual requesting data under any of the rights listed above (do not allow third parties to persuade you into disclosing Personal Data without proper authorisation).

12.3. You must immediately forward any Subject Access Request you receive to your supervisor.

13. Accountability

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

13.2. The Company must have adequate resources and controls in place to ensure and to document GDPR compliance including:-

13.2.1. Implementing appropriate measures when Processing Personal Data and completing DPIAs where Processing presents a high risk to rights and freedoms of individuals;

13.2.2. Integrating data protection into internal documents including this Privacy Standard, Related Policies or Privacy Notices;

13.2.3. Regularly training Company Personnel on the GDPR, this Privacy Standard, Related Policies and data protection matters including, for example, individual's rights, Consent, legal basis, DPIA and Personal Data Breaches. The Company must maintain a record of training attendance by Company Personnel; and

13.2.4. Regularly testing the privacy measures implemented and conducting periodic reviews and audits to assess compliance, including using results of testing to demonstrate compliance improvement effort.

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

13.4. The Company must keep and maintain accurate corporate records reflecting our Processing including records of an individual's Consents and procedures for obtaining Consents.

13.5. These records should include, at a minimum, the name and contact details of the Data Controller and the Data Protection Leads, clear descriptions of the Personal Data types, individual(s) types, Processing activities, Processing purposes, third-party recipients of the Personal Data, Personal Data storage locations, Personal Data transfers, the Personal Data's retention period and a description of the security measures in place. In order to create such records, data maps will be created which should include the detail set out above together with appropriate data flows.

13.6. An individual's objection to direct marketing must be promptly honoured. If a customer opts out at any time, their details should be suppressed as soon as possible. Suppression involves retaining just enough information to ensure that marketing preferences are respected in the future.

13.7. You must liaise with the Company's Data Protection Lead about any marketing plans and follow their instructions.

14. Sharing Personal Data

14.1. Generally we are not allowed to share Personal Data with third parties unless certain safeguards and contractual arrangements have been put in place.

14.2. You may only share the Personal Data we hold with another employee, agent or representative of our group (which includes our subsidiaries and our ultimate holding company along with its subsidiaries) if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions.

14.3. You may only share the Personal Data we hold with third parties, such as our service providers if:

14.3.1. They have a need to know the information for the purposes of providing the contracted services;

14.3.2. sharing the Personal Data complies with the Privacy Notice provided to the individual and, if required, the individual's Consent has been obtained;

14.3.3. the third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place;

14.3.4. the transfer complies with any applicable cross border transfer restrictions; and

14.3.5. a fully executed written contract that contains GDPR approved third party clauses has been obtained.

15. Changes to this Privacy Standard

15.1. The Company reserves the right to change this Privacy Standard. We encourage you to regularly check this policy for any updates and changes.
15.2. This Privacy Standard does not override any applicable national data privacy laws and regulations in countries where the Company operates.
15.3. This policy was last updated on 2nd May 2018.

Grievance Procedure

Where you have a grievance relating to any aspect of your employment you should have no hesitation in raising the matter with your line manager, as stated in your statement.

The grievance must be set out in writing.

It is the company's intention to consider all grievances as soon as possible, and a meeting will usually be held within 5 days of you raising the grievance. The meeting will enable you to give full details.

You are entitled to be accompanied by a fellow employee or accredited trade union official at the grievance meeting. The Company reserves the right to involve an external HR specialist at any stage of the grievance procedure.

It may not be appropriate to take up your grievance with your line manager if your grievance is about that person. In this case you should raise it with a more senior member of management, or, if not possible, another member of management at the same level.

After the meeting, we will take any investigative steps that we consider appropriate. Sometimes this will involve looking at documents, or interviewing other people. We will not normally allow you to participate in this part of the investigation (for example, you will not normally be allowed to question other people directly). Sometimes, we may ask you for more information or for another meeting.

After the complaint has been fully considered the manager will inform you of his or her decision in response to the grievance. You have the right to appeal against this decision.

If you wish to appeal, you must put your appeal in writing within five days of receiving the decision and you must explain clearly why you are appealing. You should also give us any new evidence you may have acquired since the initial investigation was completed.

We will invite you to a meeting, usually within two weeks of you lodging your appeal. Wherever possible, the appeal meeting will not be led by the manager who held the original grievance meeting. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 6 below.

The Company's final decision will be sent to you in writing. We try to do this within two weeks of the appeal hearing. You do not have any further right to appeal against our decision.

As part of any grievance process it will be necessary for the Company to processes personal data. This will be collected during the investigation stage and any subsequent stages of the grievance procedure in accordance with our Data Protection Policy. Any such data collected will be held securely, accessed by, and disclosed to, a restricted pool of individuals for the purposes of completing the disciplinary procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported immediately in accordance with the Company's Breach of Personal Data Policy. This may also constitute a disciplinary offence and will be dealt with under the Disciplinary and Capability Policy.

EQUAL OPPORTUNITIES POLICY

1. Overview

1.1 All employees, consultants, officers, contractors, agency and casual workers are covered by this policy which commits the company to being an equal opportunity employer. It does not form part of the contract you have with us, but applies regardless of how long you have been with us.

1.2 You should read this policy in conjunction with our policy on harassment and bullying (Positive Work Environment Policy), and our grievance procedure. We reserve the right to amend this policy at any time.

1.2 All aspects of employment are covered by this policy. These include, but are not restricted to, the following:

- pay and conditions of employment
- training and continuing professional development
- recruitment processes
- promotion policies
- procedures for appraisals
- procedures for addressing grievances and disciplinary matters

- ending the employment contract
- providing outgoing employees with references
- how visitors are treated
- how clients and suppliers are treated
- How any other business contacts and associates are treated

2. Our equal opportunities commitment and aims

2.1 We will not tolerate discrimination or harassment and are fully committed to promoting equal opportunities in employment. Our staff and anyone applying for a job with the Company will receive fair and equal treatment.

2.2 We ensure full access to everyone applying for a vacancy, and decisions concerning transfers and internal promotions are made so far as possible using only objective criteria.

2.3 We will never victimise anyone who makes a legitimate complaint if they, or somebody else, is being harassed or discriminated against.

2.4 This policy is underpinned by the following further commitments and aims:

- a working environment free from all forms of unlawful discrimination, including victimisation and harassment
- a workforce that is confident of being treated fairly and equally throughout the employment relationship
- a workplace capable of allowing everyone to achieve their highest potential
- a Company-wide understanding of the message promoted by this policy
- a commitment to ensuring all staff understand their rights and responsibilities under the policy — if you are not sure what we consider acceptable and unacceptable, you should seek clarification from your manager
- a policy of ensuring employment opportunities are open to all qualified candidates so that we recruit from the largest possible pool of available talent and recruit the best-qualified staff
- a commitment to creating a workforce based on ability that also mirrors the multicultural composition of the Company's local community
- a commitment to regularly review this policy and our workplace practices to identify issues and eliminate any unlawful discrimination or other unacceptable behaviour we may find
- a commitment to protecting staff from being being victimised or treated less fairly if they make a complaint in good faith under this policy.

3. How we define discrimination

3.1 The following list gives you a general description of the types of acts that may both breach this policy and be unlawful. Sometimes actions can be intentional and sometimes unintentional and we include examples of both types in this list:

- When somebody is treated less favourably because of a protected characteristic than somebody else has been — or would have been — in identical circumstances, then this is **direct discrimination.** Rejecting a job applicant because of their beliefs would, for example, amount to direct discrimination.
- when a group of people with one of the protected characteristics (subject to a couple of exceptions) is put at a disadvantage by a provision, practice or criteria applied to all staff, this is **indirect discrimination**
- When a hostile, humiliating, degrading or similarly offensive environment is created in relation to a protected characteristic, this is **harassment.** We also consider it harassment for a worker to be subjected to uninvited conduct related to a protected characteristic that — as an intended or unintended consequence — violates their dignity. Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment. We deal in detail with harassment under our separate policy on harassment and bullying
- When a worker has complained about harassment or discrimination, or supported a colleague in their complaint, it is **victimisation** if they are then treated less favourably.

3.2 The 'protected characteristics' are:

- age
- race (which includes colour and ethnic/national origin)
- disability
- religion or belief
- gender
- gender reassignment
- pregnancy or maternity
- sexual orientation
- Marital or civil partner status.

3.3 There are other actions which are illegal under the equal opportunities legislation, and these are collectively labelled **other acts**. Examples include:

- instructing another person — or applying pressure on them — to discriminate
- knowingly assisting somebody else when they carry out a discriminatory act
- Discriminating against somebody believed to have a protected characteristic, whether or not they actually do, or because they associate with a third party who does.

3.4 There are practices which, although they appear to breach the aims of this policy, are in fact justifiable on objective and operational grounds. These are called **lawful practices**. If you are not sure whether some aspect of workplace behaviour you have experienced or witnessed is discriminatory or a lawful practice, please ask your manager for clarification.

4. How we carry out our responsibilities and duties

4.1 Both management and staff are essential for ensuring the success of this policy and each has their own duties and responsibilities. We all have a legal responsibility to comply, and any of us — management and staff — may be found personally liable for unlawful discrimination if we breach the terms of the policy.

4.2 Overall responsibility for the effective implementation and operation of the policy lies with **management**. Everyone working at managerial level is expected to act in full accordance with this policy, lead by example, and attain and maintain appropriate standards of behaviour within the teams they manage.

4.3 The ethos and standards covered by this policy can only be achieved and maintained if all **staff** also co-operate fully, and it is important to understand that you also have a legal responsibility to comply. If you breach this policy, you may also make the Company liable for your actions and both of us may have to pay compensation to anyone who claims against us. We accordingly expect you to take personal responsibility for adhering to the policy's aims and commitments and for drawing any breaches to our attention.

4.4 We also encourage all staff to take part in promoting equal opportunities across the Company. Please contact **your manager** if you have any ideas about how we could do this better, or you would like to play a bigger role.

5. How we recruit, promote, and make other selections

5.1 We carry out all recruitment, promotion and other types of selection procedures — such as for redundancy exercises — on the basis of merit using non-discriminatory and, as far as possible, objective criteria.

5.2 Advertisements for vacancies must not include wording that may discourage some groups of people from applying, or stereotype in any way, and they must be placed where they can reach as wide and diverse a pool of potential candidates as possible.

5.3 Nobody applying for employment with the Company must be asked about their health or whether they have a disability before a job offer is made, except in very limited situations. It may, for example, be justifiable to ask whether the applicant needs any disability-related measures put in place for the

interview, or to check that they are capable of carrying out a key part of the job. It is acceptable to make some job offers dependent on a medical examination.

5.4 It is unlawful to ask job applicants anything that might suggest intent to discriminate on the grounds of a protected characteristic. Asking an applicant about their religion for a job entailing weekend working would not, for example, be permissible.

5.5 Including health or disability questions in equal opportunities monitoring exercises is acceptable, but the data gathered must not be used for selecting or other employment-related decisions.

6. How we enforce this policy and handle breaches

6.1 We investigate any complaint or allegation you raise regarding a potential breach of this policy, and if you believe you have been harassed or discriminated against you should contact your **line manager or Group Director** as soon as possible. If you want to take formal action, you will need to follow our grievance procedure and read our policy on harassment and bullying.

6.2 You will face disciplinary action if we find you have harassed or discriminated against anyone else in breach of this policy. Sometimes this type of behaviour may amount to gross misconduct, in which case you will be dismissed without notice and with no payment in lieu of notice.

6.3 Occasionally, people make complaints knowing them not to be true. They might do this to avoid or deflect disciplinary action, for example. We view any complaint made in bad faith as an act of misconduct and this will normally lead to disciplinary action. In exceptional cases, bad faith complaints can lead to summary dismissal for gross misconduct.

7. Data Protection

7.1 The Company may collect and process personal data to monitor diversity and equal opportunities before and during your employment with us. Any such data collected will be held securely, accessed by, and disclosed to, a restricted pool of individuals for the purposes of monitoring diversity and equal opportunities. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported immediately in accordance with the Company's Data Protection Policy or Breach of Personal Data Policy. This may also constitute a disciplinary offence and will be dealt with under the Company's disciplinary procedure.

Bullying and Harassment Policy

STATEMENT OF THE POLICY

The company is committed to creating a harmonious working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity.

It is committed to ensuring that individuals do not feel apprehensive because of their religious belief, political opinion, gender, marital status, sexual orientation, race, age, disability or any inappropriate behaviour.

Before you raise a complaint, you need to remember that the Company has a duty to protect all workers. That means that if you change your mind after complaining — even informally or in confidence — we may choose to investigate anyway, particularly if your allegation is serious. We will however not do so without talking to you first.

You should never be victimised or treated less favourably if you raise a harassment or bullying complaint, and you must inform your manager as soon as possible if you believe you have been subjected to this type of treatment.

Harassment and bullying are unacceptable behaviour at work and will be treated as misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.

DEFINITION OF HARASSMENT

When bullying or unwanted behaviour is about certain protected characteristics under discrimination law, then we refer to it as 'harassment'. The protected characteristics which apply are:

a Sex

b Sexual orientation

c Race

d Religion or belief

e Gender reassignment

f Age

g Disability

Behaviour can still be harassment even if the person being harassed does not complain or ask for it to stop.

We define harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic. Name-calling, lewd comments, excluding colleagues, making insensitive jokes and displaying pornographic material are all examples of harassment.

Even if you did not intend to harass someone, if your behaviour has this effect on someone else, then you may be found to have harassed them. They may only be a bystander to behaviour you directed at someone else, but they may still have been harassed.

The law protects people who are harassed because they are thought to have a certain protected characteristic when they do not or they are linked to someone who has a certain protected characteristic even if they don't have it themselves.

DEFINITION OF WORKPLACE BULLYING

Workplace bullying is repeated inappropriate, offensive behaviour, which is often an abuse of power or position. It can be direct or indirect, either verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which would reasonably be regarded as undermining the individual's right to dignity at work.

The following examples may constitute bullying:

- Threats, abuse, teasing, gossip and practical jokes
- Humiliation and ridicule either in private, at meetings or in front of customers/clients
- Name calling, insults, devaluing with reference to age, physical appearance
- Spreading malicious rumours about someone
- Isolation or non-cooperation at work
- Exclusion from social activities
- Setting impossible deadlines
- Imposing excessive workloads
- Making unjustified criticisms

- Excessive monitoring
- Removing responsibilities
- Allocating menial and pointless tasks
- Withholding information
- Refusing requests for leave, holiday or training

Bullying could involve a pattern of behaviour or a one-off incident. It could happen face-to-face, online, by phone or in writing. It can be verbal and non-verbal. It is not always obvious to others.

Although bullying is often connected to a power imbalance, that does not mean that it always involves a more senior person bullying a more junior person. It can also be directed at someone more senior than the bully. It may take the form of spreading rumours, refusing to follow instructions, undermining authority, making fun of or mocking the more senior person or spreading rumours about them.

Constructive and fair feedback about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management functions.

It should be noted that it is the impact of behaviour which is relevant and not the motive or intent behind it.

YOU'RE RESPONSIBILITES

All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems, which harassment and bullying can cause, ensure that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. You should discourage such behaviour by making it clear that you find it unacceptable and by supporting colleagues if they are experiencing harassment and are considering making a complaint. You should alert a manager or supervisor to any incidents to enable the company to deal with the matter.

MANAGERIAL RESPONSIBILITY

Managers and supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible.

Managers also have responsibly to explain the company's policy to their staff and take steps to positively promote it. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain

confidentiality in all cases and ensure that there is no further problem or any victimisation after a complaint has been resolved.

PROCEDURE FOR DEALING WITH ALLEGED HARASSMENT OR BULLYING

Many issues can be resolved informally, and you should attempt to do this first if you believe you are being bullied or harassed. Start by speaking with whomever you feel is harassing or bullying you and explain that their behaviour is unwelcome, inappropriate, or it upsets you.

Sometimes it is difficult to speak with the perpetrator directly, in which case you should talk to your manager informally and in confidence. Should the issue be with your manager — or there's another reason you would prefer not to discuss it with them — you must instead speak to their line manager or a director of the Company.

If resolving the issue proves impossible, you will need to follow our grievance procedure. We will treat your complaint in confidence, as far as is possible, and if we find that you have been the victim of harassment or bullying will take steps to stop it continuing or recurring.

Drugs & Alcohol Policy

1. Introduction

1.1. We have duties to protect the health and safety of those who work for us. We want to create a safe and professional working environment for everyone. One of the ways we do this is by making clear what we expect in relation to alcohol and drugs at work and the support we will offer if you face issues with alcohol and drug misuse.

1.2. This Policy sets out:

a What we mean by 'drugs' and 'alcohol'

b Our rules on alcohol and drugs at work and at work-related social events

c The support we can provide should you struggle with alcohol- and drug-related issues

d Our policy on testing and searching

e What will happen if you breach our rules on alcohol and drugs

1.3. This Policy applies to everyone who works for us – employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

1.4. Please note that this Policy does not form part of any contract with us. We reserve the right to amend or remove it.

2. What substances are covered by this Policy?

2.1. When we talk about 'drugs' under this Policy, we mean illegal drugs, psychoactive substances (often known as legal highs), and any other drugs (including prescription drugs) which may affect your ability to carry out your duties fully and safely.

2.2. 'Alcohol' means any drink containing alcohol, regardless of its strength.

3. Our rules on drugs and alcohol at work

3.1. You must not come to work under the influence of alcohol or drugs (other than prescription drugs which have been prescribed for you).

3.2. You must not consume or be under the influence of alcohol or drugs (other than prescription drugs) at work or in a vehicle being used for work.

3.3. You must not bring alcohol or drugs (other than prescription drugs) into the workplace. There may be occasions when you are able to bring alcohol into the workplace for social events, but you must only do so with the consent of your Director.

3.4. If we reasonably believe that you are under the influence of alcohol or drugs at work, we may suspend you and start an investigation under our Disciplinary Policy. We will treat such behaviour as potential gross misconduct.

4. Prescription drugs

4.1. If you need medication for a genuine medical condition while working, you should only bring in enough for your own use. Such medication should be kept safely, in accordance with instructions and out of the view of other people. If your medication needs to be stored in a fridge, you must use a clearly labelled, sealed container.

4.2. Medication can have side effects that affect performance. If this applies to you, please raise it with your line manager so that we can take medical advice if necessary and consider any adjustments that we might need to make.

4.3. It is your responsibility to seek advice from a doctor or pharmacist about the possible effects of your medication on your fitness to do your job.

4.4. We want to protect your health and safety, as well as that of your colleagues and our customers, so if you have any drug-related impairment, you must tell us straight away.

5. Drugs and alcohol at work-related social events

5.1. You may, on occasion, attend work-related social events where alcohol is available. Such events may involve entertaining customers or may be internal social events. If you choose to drink at such events, then you must be responsible with regard to your alcohol intake and behave appropriately at all times.

5.2. You must not bring, sell or buy any drugs at work-related activities.

5.3. These rules apply to events at the workplace and away from the workplace if you are representing us (whether officially or by association).

5.4. We may ask you to leave any event if you behave in breach of these rules, and you may subsequently be subject to disciplinary action up to and including dismissal.

6. Searches

6.1. We may conduct searches for alcohol and drugs in our workplace. We may search areas including desks, lockers, vehicles and filing cabinets. If we have reasonable cause to believe that you have brought drugs or alcohol to work with you, then we may, in addition, conduct a search of your bags and clothing. Any failure to agree to such searches will be treated as potential misconduct and will be handled under our Disciplinary Policy.

6.2. If we discover alcohol or drugs following a search, then you may be subject to disciplinary action up to and including dismissal under our Disciplinary Policy following an appropriate investigation.

7. How we will support you

7.1. There is support available to you if you face challenges around drug and alcohol misuse. You are not alone. We urge you to talk to us before it becomes an issue at work. You should approach your line manager. They will offer support.

7.2. If you think that a colleague may have an issue with alcohol or drugs, then you should encourage them to seek help. If they do not seek help following your approach, then you should contact your line manager to share your concerns. Any disclosures will be treated confidentially.

7.3. We will offer support if you face issues with alcohol and drugs, including:

a Referral for treatment

b Time off work to attend any treatment

c Adjusting your duties to support your recovery

d Implementing any other reasonable support recommended by those treating you

7.4. If you agree to enter treatment for drug and alcohol issues at a time when disciplinary or performance improvement processes are ongoing, then we may pause these processes as a supportive measure pending the outcome of treatment. We may then discontinue or restart such processes as we see fit.

8. Confidentiality

8.1. We appreciate the sensitivity of issues related to alcohol and drugs, and we will aim to maintain the confidentiality of any person experiencing alcohol- and drug-related issues. However, this will not always be possible.

8.2. If you seek help or treatment through HR or occupational health and ask that your issues are not shared with your line manager, then we will respect this unless doing so could put you or your colleagues at risk or pose a risk to the business.

9. Breaches of this Policy

9.1. Breaches of this Policy may result in disciplinary action being taken against you under our Disciplinary Policy, leading to the termination of your employment with us. If you carry out services for us, we may terminate your contract with us.

10. Useful links

10.1. The following internal policies contain useful links and guidance:

a Data Protection Policy

b Disciplinary Policy

10.2. There are external organisations that can offer guidance and support, including:

a FRANK – https://www.talktofrank.com/

b Narcotics Anonymous – https://ukna.org/

c Alcoholics Anonymous – https://www.alcoholics-anonymous.org.uk/

Menopause Policy

1. Introduction

1.1. The menopause is something that we are all affected by, either directly or indirectly. We want you to understand what the menopause is and how it might affect people. We want to remove any stigma associated with the menopause. This is the best way of making sure that everyone impacted by it feels supported and understood.

1.2. This Policy:

a Sets out what the menopause is

b Explains how it might affect people, both directly and indirectly

c Provides a clear explanation of the support networks in place across our business to help those who may need support on this issue

d Sets out expected conduct and behavior towards colleagues who are affected, directly or indirectly, by the menopause

1.3. Please note that this Policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.

1.4. This Policy applies to all employees, contractors, agency workers, casual workers, interns and volunteers working for us.

2. What is the menopause?

2.1. Menopause occurs when a woman stops having menstrual periods. It is triggered by a reduction in the production of the hormone oestrogen. Menopause usually occurs between 45 and 55 years old. However, the timing and symptoms are different for everyone.

2.2. It's not only those who identify as women who will experience menopause. Some transgender men, non-binary people and intersex people or people with variations in sex characteristics may also experience menopause. In this Policy, reference to a specific gender should be taken to include all genders.

2.3. The menopause is split into perimenopause and postmenopause. Perimenopause marks the start of menopausal symptoms and may last several years. Postmenopause is the time after a woman experiences her last period.

3. What are the common symptoms of the menopause?

3.1. The menopause affects each person differently. Three out of four women will have symptoms and one out of four women will have severe symptoms. Symptoms are both physical and psychological in nature and can change over time.

3.2. Common symptoms include:

a Hot flushes

b Headaches

c Poor concentration

d Dry eyes

e Anxiety

f Low mood

g Lack of confidence

h Panic attacks

i Poor sleep

j Weight gain

k Fatigue

l Poor memory

m Joint and muscle pain

4. The role of managers

4.1. We are committed to supporting you through the menopause. This process starts with creating an environment where discussion about the menopause isn't taboo – it is out in the open and understood. We do not want our employees to feel embarrassed or awkward.

4.2. For managers, recognising the symptoms of the menopause is vital to treating an affected employee fairly. It can explain certain behaviours that you might otherwise put down to a bad attitude or poor performance.

4.3. If you are a manager and think that someone who reports to you may be going through the menopause and it is affecting their performance, if you're not sure what to do, please contact

Santina Spella. Women who don't get the right support can lose confidence in their ability to do their job (some even decide to leave) and may find that their mental health suffers.

5. Support through the menopause

5.1. We know that the menopause is a very personal matter, so we will not raise it with you even if we think you are displaying symptoms. We might ask how you are, in general terms. You can then decide whether to talk to us about the menopause or not. We encourage you to do so because we want to support you.

5.2. We have a four-step procedure that applies to discussions around the menopause and the action we'll take.

5.3. Step 1

a You could start by speaking with your GP or medical specialist about your menopause-related concerns.

b You could also talk to your line manager if you feel comfortable doing that.

5.4. Step 2

a Meet with your line manager. You should expect to be able to have a private, friendly, honest and constructive conversation.

b We will discuss with you ideas that could make things easier for you. Adjustments will depend on different factors, but things you could ask us to consider include:

- Modifying your uniform
- Giving you a desk fan
-
- Altering some aspects of your duties

c Your conversation with your line manager will be confidential. They will probably need to discuss issues and possible solutions with others, including HR, your Director, your GP and Occupational Health. Those people are subject to duties of confidentiality.

d We will work hard to balance your needs with those of your colleagues; however, on occasions, we may not be able to find a solution that works for everyone.

e We will keep notes of the things we discuss and will comply with our data protection responsibilities in respect of the information that passes between us, in line with our Data Protection Policy

f After your initial meeting with your line manager and periodically after that, we may carry out health and safety risk assessments and/or seek advice from occupational health.

5.5. Step 3

a Taking account of any specialist advice, we will agree with you any adjustments that we will make if this is reasonably practical.

b We will meet with you to make sure that the adjustments are working for you and us. If any modifications are needed, or if anything new needs to be put in place, we will discuss that with you.

5.6. Step 4

a We will meet with you on an ongoing basis to check that your symptoms are being managed effectively.

b You may find that your symptoms change over time. Please tell us if that happens, so that we can look at considering further or alternative adjustments. Once your symptoms pass, we expect you to tell us, and we may discuss with you removing the adjustments in place.

5.7. We may need to consult with Occupational Health and/or your GP at various points to make sure everything is being done that should be done.

6. Our expectations of our staff

6.1. We may not be able to tell you about any menopause-related issues that a particular colleague is experiencing. We need you to accept that and respect their privacy.

6.2. Employees must treat each other fairly. Any unfavourable treatment, harassment, teasing or inappropriate comments in relation to the menopause or a colleague's symptoms could constitute age, disability or sex discrimination. You are expected to treat each other with respect and compassion. We have a zero-tolerance policy on bullying and harassment (please see our Harassment & Bullying Policy for more information.

6.3. If you treat a colleague badly (including making unwanted comments or jokes) because of their menopause symptoms, you could be disciplined.

7. Useful links and contacts

7.1. The following internal policies contain additional information and guidance:

a Disciplinary Policy

b Equal Opportunities Policy

c Bullying and Harassment Policy

d Data Protection Policy

7.2. There are lots of web-based resources where you can find support and information. Examples include:

a https://www.nhs.uk/conditions/menopause

b *https://www.themenopausecharity.org*

Health and Safety

The company will do all in its power to ensure your well being and safety at work. If you become aware of any potential hazards or unsafe working conditions, you should have no hesitations raising them with the company

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times published safety and fire rules and procedures.

You must report to management and enter into the accident book all accidents, no matter how small.

DISCIPLINARY AND CAPABILITY POLICY

1. Overview

1.1 All employees are covered by this policy, which sets out how we will deal with allegations of poor performance or misconduct. It does not form part of your employment contract but applies regardless of how long you have been our employee. Self-employed contractors are not covered.

1.2 We reserve the right to amend this policy at any time

2. When we will take informal action

2.1 Sometimes we will choose to discuss a misconduct or performance issue with you before taking formal action. If this fails to resolve the problem, or we feel this approach is inappropriate in the circumstances, we will normally use this procedure.

3. How we investigate

3.1 When we investigate a misconduct or performance issue, we may hold one or more meetings. We will not take disciplinary or capability action without inviting you to a formal meeting.

3.2 If you face a misconduct allegation, you may be suspended, in which case you must stay away from work, not visit any Company premises or make contact with staff, clients, suppliers or contractors (unless we authorise this in writing). Being suspended from work is part of the formal process and does not amount to a separate, standalone disciplinary action.

4. Your right to be accompanied

4.1 You are entitled to be accompanied by a colleague or trade union representative at any meeting called under this policy where you face formal action (including dismissal).

4.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.

4.3 Your colleague or union representative can, if this is your preference, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. They must not however answer questions put directly to you or try to prevent the Company asking questions or outlining its arguments.

5. How we carry out the formal hearing

5.1 We will write to you to tell you:

- when and where your disciplinary or capability hearing will take place
- the details of the allegation of poor performance or misconduct made against you; and
- The possible consequences.

We will usually include copies of witness statements and other relevant documents.

5.2 You are entitled to bring a companion with you to the hearing — see above at paragraph 4 for details of what they can and cannot do.

5.3 You must let us know as soon as possible if you want to bring your own witnesses to the meeting and/or you have documents or other evidence you want to present.

5.4 It is your responsibility to attend the hearing but, if you cannot, we will normally reschedule it provided we are satisfied with your explanation for why you cannot attend. We may however be obliged to make our decision without you being present, and we will in any case only reschedule the meeting once unless there are very good reasons to justify a second rescheduling.

5.5 We will go through all the details at the meeting so that you fully understand the allegation of poor performance or misconduct made against you. We will also outline the evidence we found when we carried out our investigation.

5.6 We will give you the time you need to respond to the allegations made against you and to put your own case. We will also give you the opportunity to question us, to present your own evidence, to call your own witnesses, and to respond to evidence the Company's witnesses put forward. If there are any questions you want us to put to the Company's witnesses, please tell us and (unless there is a good reason not to) we will make sure they are asked.

5.7 The Company's decision following the hearing will be sent to you in writing. We try to do this within two weeks of the disciplinary hearing.

6. The disciplinary action and dismissal process

These are the three stages of our procedure for dealing with cases of poor performance or misconduct.

6.1 First stage: We will issue you with a **first written warning**. Unless you already have active written warnings relating to your performance and/or to disciplinary matters on your work record, a first

written warning will usually remain in place for 6 months from the date you are notified of the decision. It will then be removed from your record.

6.2 Second stage: If there is an active first written warning on your record and your performance has failed to improve or you are involved in further misconduct, we will usually issue you with a **final written warning.** In serious cases of poor performance or misconduct, we may issue a final written warning *without* first issuing a first written warning. In either case, the final written warning remains active for 12 months from the date you are notified of the decision. It will then be removed from your record.

6.3 Third stage: If there is an active final written warning against you and your performance has failed to improve or you are involved in further misconduct, you may be **dismissed**. You may also be dismissed for a serious case of misconduct or poor performance, or if you are involved in gross misconduct. We explain what 'misconduct' and 'gross misconduct' comprise in the lists given below.

6.4 Sometimes we are prepared to explore other actions short of dismissal. These may include deploying you to a different role, demoting you, and/or extending your final written warning period to allow us further time to review how you respond.

7. Your right to appeal

7.1 You have the right to appeal against any capability or disciplinary decision taken against you. To do this, you need to respond within a week of being told of the action by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.

7.2 Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what disciplinary action to take. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 4 above.

7.3 The Company's final decision will be sent to you in writing. We try to do this within two weeks of the appeal hearing. You do not have any further right to appeal against our decision.

8. General Rules

It is your responsibly to familiarise yourself with the following rules and procedures. Any breaches will result in action being taken in accordance with the Disciplinary and Dismissal procedure. If you have any concerns or require clarification on any issue(s), please raise them with management.

The company may need to change the rules from time to time and any such changes will be notified to you as appropriate.

GENERAL RULES (This is not exhaustive)

You are expected to act wholeheartedly in the interests of the company at all times. Any conduct detrimental to its interests or its relations with third party, or damaging to its public image, shall be considered to be a breach of company rules.

You have an obligation to ensure that you do not act in a manner which could be considered to be of unlawful discriminatory nature.

You are expected to achieve and maintain a good standard of work and to show conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.

You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.

You are expected to read and observe all authorised notices displayed.

You must not perform, arrange or carry out any work or activity which could be considered to be in competition with or affect in any way the company's interests

You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiencies.

You must not make use of telephones, faxes, e-mail or postal facilities or any other communication modes for personal purposes without the prior permission of management.

You are not permitted to remove material or equipment of any kind from the company without prior permission.

Working time and/or the company's material or equipment must not be used for any unauthorised work.

You must act in accordance with the company's working procedures.

Personal hygiene and appearance must be of a very high standard.
An orderly and courteous manner must be maintained in front of clients and fellow members of staff.

You are required to submit your person or property to being searched whilst on company's premises, or at any time at the reasonable requirement of the company.

9. How we define 'gross misconduct' and 'misconduct'

9.1 You will usually be dismissed without warning, without notice, and without payment in lieu of notice if we find you have committed an act of gross misconduct. This is known as summary dismissal.

9.2 The following list gives examples of what we would normally regard as **gross misconduct** likely to lead to summary dismissal. This list is not exhaustive and should be referred to as a guide.

- bullying or physical violence
- fraud, theft, or any act of dishonesty
- serious negligence leading to loss, damage, or injury
- serious health and safety breaches
- serious and intentional damage to Company property
- unlawful harassment or discrimination
- viewing, receiving, or sending anything that breaches the Company's harassment, bullying and equal opportunities policies
- knowingly accessing websites containing offensive, obscene or pornographic material
- serious insubordination
- deliberate refusal or wilful failure to carry out a reasonable and lawful direct instruction by management
- serious breaches of confidence
- being under the influence of illegal drugs
- being under the influence of alcohol, unless this is with your manager's express knowledge and permission — for example, where you are involved in entertaining on the Company's behalf
- serious breaches of data protection
- failure to report any actual or suspected breaches of data protection
- Serious misuse of the Company's name and / or bringing the Company into disrepute.
- dangerous horseplay
- threatening or aggressive behaviour or excessive bad language
- performing, arranging or carrying out any work activity which could be considered to be in competition with, or which adversely affects in any way, the Company's interests
- smoking within Company premises, vehicles are any other designated no-smoking areas

- breach of safety rules and/or any action which seriously endangers the health and safety of others
- knowingly giving false information or deliberately omitting relevant information on the job application form or curriculum vitae
- loss of driving license when driving is an essential part of the job requirements
- serious breach of the Company's social media or IT policies
- Abandoning duty without notification
- any other act entitling the Company to end your employment immediately without giving you notice and without the requirement to make any further payments to which you would otherwise be entitled under your contract of employment.

8.3 The following list gives examples of what we would normally regard as **misconduct** but not gross misconduct. This list is not exhaustive and should be referred to as a guide.

- minor breaches of Company policy
- minor breaches of data protection
- minor breaches of your employment contract
- unauthorised use, or damage to, Company property
- absence from work that has not been authorised
- poor attendance and timekeeping
- refusing to follow instructions
- making an excessive number of personal calls using Company phones
- sending and receiving an excessive number of personal emails
- using the internet to excess for personal purposes
- using obscene language or otherwise behaving offensively
- being careless when carrying out your duties
- wasting time during your contracted working hours
- smoking in areas where smoking is not allowed

9. Data protection

As part of any disciplinary process it will be necessary for the Company to processes personal data. This will be collected during the investigation stage and any subsequent stages of disciplinary action in accordance with our Data Protection Policy. Any such data collected will be held securely, accessed by, and disclosed to, a restricted pool of individuals for the purposes of completing the disciplinary procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported immediately in accordance with the Company's Breach of Personal Data Policy. This may also constitute a disciplinary offence and will be dealt with under this Disciplinary and Capability Policy.

Appeal Procedure

The appeal procedure does not form part of your contract of employment for the first year of continuous employment.

If you wish to appeal against and disciplinary warning or a decision to dismiss, you should apply in writing within 5 working days. You will be invited to attend a meeting and you should take all reasonable steps to attend.

After the appeal meeting you will be informed of the final decision.

You should address your appeal to Roland Spella, as set out in the Appeal procedure, which is contained in your Statement of Main Terms of Employment, setting out the grounds for your appeal.

You will be given the opportunity to be accompanied at the meeting by a fellow employee or an accredited trade union official.

Shortage of Work and Redundancy Policy

Every attempt will be made to ensure your continuing employment in the event that the company is faced with a shortage of work situation or is unable to provide you with work for any other reason. However, this could include temporarily placing you on short-time working or laying you off from work; in these circumstances you will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

If the need arises to reduce the number of employees, the overriding consideration at all times will be the future viability of the business. The company will use such criteria as it considers appropriate to the circumstances at the time of redundancy.

Termination of Employment

BY YOU

If you wish to resign, you should do so in writing giving as much notice as is specified in your Statement of Main Terms of Employment.

BY THE COMPANY

You will be entitled to receive from the company the notice as it is specified in you Statement of Main Terms of Employment.

GROSS MISCONDUCT

You will be summarily dismissed (i.e. without notice) if there has been an act of Gross Misconduct. Generally this includes any breach of duty, conduct which brings the company into disrepute or action which is inconsistent with the relationship required between employee and employer; but further examples are contained at Gross Misconduct in Rules and Procedures.