

The Booth Fashion  
Services Limited  
**Employees  
Handbook**

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## **Introduction**

Welcome to The Booth Fashion Services Limited

We are extremely proud of our company and the team we have assembled to service and promote our business. It is fully understood and readily accepted, that our employees are a valuable asset and the key means by which we can achieve our goals of; growth, profitability and ongoing success.

In order for us to continue providing our clients with the highest quality standards of service and best value for money, it is essential that we all share a common philosophy in the way we approach and perform our individual and collective duties and responsibilities.

Each of us has an important part to play and all of us are reliant upon one another making a full contribution, towards generating a harmonious and efficient working environment.

We sincerely hope that you will enjoy a long and fruitful career with us.

Rob & Susan Booth

**Directors**

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## **Commencing Employment**

We set out in this handbook, the policies and procedures which describe the fundamental aspects of your employment and additionally enables you to fully understand your statutory rights and the rules we have in place to be able to operate an efficient business.

There are additional non-contractual procedures and policies surrounding your employment and you will be advised of the ones which affect you and where to find them, it is your responsibility to read and understand these.

This handbook does not form part of your employment contract and as such may be amended as the company deems necessary, in these circumstances you will be informed and have the opportunity to update yourself with the changes.

I sincerely hope you enjoy your time working for The Booth Fashion Services and if you have any concerns or problems at all, please feel free to speak to your line Manager.

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## **Induction**

The Booth Fashion Services believes its employees are its greatest asset and recognises its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the induction stage when a new employee joins.

Our aim is to support and develop employees in their role so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the company.

Induction will initially be within the first week of your employment and then will continue throughout the first few months in post. The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your line Manager will outline this in detail to you on your first day with us.

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## **Working Hours**

It is important that the company is fully aware of each employee's attendance at work for reasons of health & safety. You are expected to work the hours confirmed in your contract of employment, any variation allowed for in the contract will be advised by your line Manager in advance.

If you are unable to attend work it is essential you follow the absence reporting procedure.

On your first day you will be shown the site time and attendance or signing in procedure to record your start, finish and break times. You are obliged to comply with any time-recording system applicable to your employment. It is your responsibility to follow the correct procedures and failure to do so may result in a delay in processing your pay.

Punctuality is essential. Always arrive for work early and be ready to start work at your shift start time.

There may be times when you have to finish work before the end of your normal or scheduled working hours, on such occasions you must obtain the authorisation of your line Manager before leaving the premises.

Lateness and absence will be recorded and unacceptable records of attendance will render you liable to disciplinary action.

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### **Flexibility - Work Duties & Place of Work**

Your Contract of Employment will specify your normal place of work. However, due to the nature of the business, you may be required to travel to client and supplier's sites and may be required to work at other locations (either on a temporary or permanent basis). In the case of a permanent change in location, we will give you reasonable notice.

You must ensure that you have Class 1 business use on your private car insurance for the purposes of travelling to client and supplier's sites.

It is also important that all employees adopt a flexible approach to their working pattern/duties and responsibilities. It is necessary to be flexible and adapt to changes in the nature of our work, volumes or work, and responsibilities. You may therefore be required to carry out alternative duties, to cover work for colleagues, or be seconded to different departments, either on a short-term or long-term basis.

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### **Hours of Work & Payment**

On your first day you will be shown the site time and attendance or signing in procedure to record your start, finish and break times. It is your responsibility to follow the correct procedures and failure to do so may result in a delay in processing your pay.

You are only paid for time you actually spend working – non working days, travel and breaks are unpaid, unless you are informed otherwise.

Your Contract of Employment will set out your normal hours of work. Employees will however be required to work such additional hours as may be reasonably necessary to the needs of the company's business and the fulfilment of their role.

Falsification of any timesheets applicable to your employment will be a disciplinary offence and may constitute gross misconduct.

You will be paid for all authorised hours worked directly into your bank account. You are not allowed to be paid into someone else's bank account, by cheque or by cash (except whilst you are waiting to set up an account).

You will be given a payslip on or before the day that you are paid.

We are required by law to deduct PAYE (Pay as you Earn) tax and National Insurance (NI) from your gross wage. Your tax deduction will depend on what information you supplied when you started working with us. We may need to put you on an emergency tax code until the tax office informs us of the correct code.

A P60 will be given to you in April detailing your pay, PAYE and NI paid in the previous tax year.

If you do not have a National Insurance Number you must telephone 0845 600 0643 between 8.00am and 6.00pm, Monday to Friday to make an appointment to get one.

Should you have any queries with your tax deductions, please contact the HMRC on 0845 302 1413.

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## **Personal Details**

Within your HR file, the company holds all the personal information which you provided during recruitment, this is the information which the company will use to make any contact with you or your next of kin in the event of an accident or a period of concern. It is your responsibility to ensure that information is accurate.

Please ensure you inform your line Manager of any changes to these details immediately, the most significant ones being your address, telephone number, next of kin, driving licence penalties, criminal charge, caution or conviction, and bank details. The company cannot accept any responsibility for any issues arising out of your failure to notify changes in your personal details.

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## **General Rules & Regulations**

The company's property must only be used for the purpose for which it is intended and must not be removed from the premises, without prior company approval. All employees have a duty to report any damage to, or loss of, any property belonging to the company.

When using company property you should do so with reasonable care. You should at all time ensure company property is safe and secure, for example making sure mobile phones or cameras are locked in the glove compartment of your vehicle if you have taken them out of the office and when not in use.

If, after investigation, it is found that as a result of carelessness, negligence or failure to comply with company procedures, or by wilful acts, the company has suffered loss or damage to property, this will be dealt with as a disciplinary matter. In addition you will be liable in full to pay for the cost of making good the loss.

### **Personal property**

The company does not accept responsibility or liability for any property lost or damaged on the company's premises. Employees must take reasonable care of their property and not leave valuables in insecure areas.

### **Private mail**

All mail received at company premises will be opened, including private mail addressed to individuals. Do not arrange for personal post to be sent to our offices unless permission is granted. Also, you should not post personal items at the company's cost.

### **Personal visitors**

All employees must refrain from having friends and relatives visiting them at work, except in clear emergency cases.

### **Housekeeping**

Employees are required to keep the company's premises, and their own workstations, clean and tidy at all times.

### **Gambling & betting**

All unauthorised forms of gambling/ betting are forbidden on company premises.

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## **Right of Search**

To ensure and maintain security we require the right to search you or any of your property held on company premises at any time, and without advance notice. A request to submit to a search does not imply any wrongdoing on your part.

Searches must be carried out by management as appropriate. Searches will be conducted with your consent and in the presence of at least one agreed witness. You may of course refuse to be searched but this may be considered to be a breach of contract on your part and may amount to action being taken under the company's Disciplinary Procedure. We reserve the option to involve the police at any stage.

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## **Training, Development & Continuing Professional Development**

The company believes that effective training is essential to the maintenance and improvement of company and individual performance. We encourage employees to undertake such training as is appropriate to the duties/responsibilities or development of the employee. Health and Safety training is given to all employees and First Aid training is provided to an appointed person. Job specific training is provided as required and may include:

- *Internal training* - Internal training is organised as appropriate according to needs within the individual departments. Where such events have been organised your participation and involvement would be necessary.
- *External training* - Where we have requested your attendance to external training, all agreed associated costs will be met by the company.
- *Additional training* - Where employees request additional training, over and above which is necessary to the company, such requests will be considered and decided upon the merits of mutual benefit.

In order to protect our investment in such training the employee may be required to comply with a Reimbursement of Training Costs Agreement.

Where your role requires membership of a regulatory body, you must ensure that you fully meet the minimum CPD points/ hours required to retain your membership.

## **Performance review**

It is our practice to monitor performance on an ongoing basis, in the belief that minor issues can be identified at a very early stage and rectified either by retraining or by informal counselling. In this way we feel we can create a positive approach to problem solving and improve efficiency.

However, if there is deemed to be an unacceptable volume or quality of work produced in relation to agreed targets, or by general comparison to other employees, this will be the subject of further investigation. Whilst such investigation may lead to referral to the disciplinary process or capability process set out in this Handbook, we shall also consider whether training, or other forms of assistance would be a more appropriate remedy.

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## **Dress Code**

We encourage everyone to maintain an appropriate standard of dress and personal appearance at work and to conduct themselves in a professional manner. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

- promote a positive image and employees look professional;
- respect religious, racial and gender-specific clothing requirements and those of employees with disabilities where possible;
- take account of health and safety requirements; and
- help employees decide what clothing it is appropriate to wear to work.

It is important that all employees dress in a manner appropriate to their working environment and the type of work they do, including dressing appropriately when off site to a client or supplier and particularly observing any dress requirements for health and safety purposes.

We expect employees to take a common sense approach to the dress code. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line Manager.

While working for us you represent us with clients and the public. Your appearance contributes to our reputation and the development of our business.

It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.

## **Equality and diversity**

We embrace the diversity of cultures and religions of our employees and take a sensitive approach when this affects dress and any uniform requirements. However, there may be specific circumstances (for example to protect the health, safety and security of our employees and customers) where we have to have an entirely neutral environment.

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

If there are circumstances that make it difficult for you to follow our dress code (for example, if you have a disability or are experiencing certain menopausal symptoms), please let us know and we can discuss how we can support you.

Where employees are transitioning to live in the gender with which they identify, we will apply and adapt this policy sensitively and flexibly. Where the role requires a uniform, this includes providing uniforms appropriate to an employee's affirmed gender.

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## **Data Protection Policy**

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

This policy applies to the personal data of job applicants, employees and former employees, referred to as HR-related personal data. This policy does not apply to the personal data of clients or other personal data processed for business purposes.

The company has appointed Susan Booth, Finance Director as its Data Protection Manager. Their role is to inform and advise the company on its data protection obligations. Questions about this policy, or requests for further information, should be directed to Susan Booth, Finance Director.

### *Definitions*

**"Personal data"** is any information that relates to a living individual who can be identified from that information. Processing is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.

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

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

### **Data Protection Principles**

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

- The company processes personal data lawfully, fairly and in a transparent manner.
- The company collects personal data only for specified, explicit and legitimate purposes.
- The company processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- The company keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- The company keeps personal data only for the period necessary for processing.
- The company adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The company tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons. Where the company relies on its legitimate interests as the basis for processing data, it will carry out an assessment to ensure that those interests are not overridden by the rights and freedoms of individuals.

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

The company will update HR-related personal data promptly if an individual advises that his/her information has changed or is inaccurate.

Personal data gathered during employment is held in the individual's HR file (in hard copy or electronic format, or both), and on HR systems. The periods for which the company holds HR-related personal data are contained in its privacy notices to individuals.

The company keeps a record of its processing activities in respect of HR-related personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

### **Individual rights**

As a data subject, individuals have a number of rights in relation to their personal data.

#### *Subject access requests*

Individuals have the right to make a subject access request. If an individual makes a subject access request, the company will tell them:

- whether or not their data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual;
- to whom their data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long their personal data is stored (or how that period is decided);
- their rights to rectification or erasure of data, or to restrict or object to processing;
- their right to complain to the Information Commissioner if they think the company has failed to comply with their data protection rights; and
- whether or not the company carries out automated decision-making and the logic involved in any such decision-making.

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

If the individual wants additional copies, the company will charge a fee, which will be based on the administrative cost to the company of providing the additional copies.

To make a subject access request, the individual should use the company's form for making a subject access request and pass it to their line Manager. In some cases, the company may need to ask for proof of identification before the request can be processed. The company will inform the individual if it needs to verify their identity and the documents it requires.

The company will normally respond to a request within a period of one month from the date it is received. In some cases, such as where the company processes large amounts of the individual's data, it may respond within three months of the date the request is received. The company will write to the individual within one month of receiving the original request to tell them if this is the case.

If a subject access request is manifestly unfounded or excessive, the company is not obliged to comply with it. Alternatively, the company can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the company has already responded. If an individual submits a request that is unfounded or excessive, the company will notify them that this is the case and whether or not it will respond to it.

## **Other rights**

Individuals have a number of other rights in relation to their personal data. They can require the company to:

- rectify inaccurate data;
- stop processing or erase data that is no longer necessary for the purposes of processing;
- stop processing or erase data if the individual's interests override the company's legitimate grounds for processing data (where the company relies on its legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether or not the individual's interests override the company's legitimate grounds for processing data.

To ask the company to take any of these steps, the individual should send the request to their line Manager.

## **Data security**

The company takes the security of HR-related personal data seriously. The company has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

Where the company engages third parties to process personal data on its behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

## **Impact assessments**

Some of the processing that the company carries out may result in risks to privacy. Where processing would result in a high risk to individual's rights and freedoms, the company will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks.

## **Data breaches**

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

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

## **International data transfers**

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

## **Individual responsibilities**

Individuals are responsible for helping the company keep their personal data up to date. Individuals should let the company know if data provided to the company changes, for example if an individual moves house or changes their bank details.

Individuals may have access to the personal data of other individuals and of our customers in the course of their employment, contract. Where this is the case, the company relies on individuals to help meet its data protection obligations to employees and customers.

Individuals who have access to personal data are required:

- to access only data that they have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the company) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- not to remove personal data, or devices containing or that can be used to access personal data, from the company's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device;
- not to store personal data on local drives or on personal devices that are used for work purposes; and
- to report data breaches of which they become aware to [name, position] immediately.

Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under the company's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

## **Training**

The company will provide training to all individuals about their data protection responsibilities as part of the induction process and at regular intervals thereafter.

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

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## **Processing of Special Category Personal Data**

Under the General Data Protection Regulation (GDPR) and Data Protection Act 2018, additional protections for job applicants, employees and other data subjects apply if an employer is processing "special categories" of personal data and criminal records data.

One of these protections is a requirement to have an appropriate policy document in place. This policy sets out the company's approach to processing special category personal data and criminal records data. It supplements the company's data protection policy.

## **Definitions**

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

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

## **Why the company processes special category personal data and criminal records data**

The company processes special category personal data and criminal records data for the following purposes.

### **Equal opportunities monitoring**

Data related to racial and ethnic origin, religious and philosophical beliefs, health (including information on whether or not an individual has a disability) and sexual orientation are processed for equal opportunities monitoring purposes.

### **Health**

Data related to health (including information on whether or not an individual has a disability) is processed to:

- ensure that the company is complying with its health and safety obligations;
- assess whether or not an employee is fit for work;
- carry out appropriate capability procedures if an employee is not fit for work;
- ensure that an employee receives sick pay or other benefits to which they may be entitled under their contract of employment or other policies; and
- allow the company to comply with its duties under the Equality Act 2010 for individuals with a disability.

### **Racial or ethnic origin**

Data related to data subjects' nationality is processed to ensure that the company is complying with its obligations to check that they are entitled to work in the UK.

### **Criminal records data**

Criminal records data is processed as part of recruitment processes and, where necessary, in the course of employment to verify that candidates are suitable for employment or continued employment and to comply with legal and regulatory obligations to which the company is subject.

## Compliance with data protection principles

The company processes HR-related special category personal data and criminal records data in accordance with the following data protection principles.

*(1) The company processes personal data lawfully, fairly and in a transparent manner and for specified, explicit and legitimate purposes.*

Employers can process special category personal data only if they have a legal basis for processing and, in addition, one of the specific processing conditions relating to special category personal data, or criminal records data, applies.

The company processes special category personal data and criminal records data for the purposes outlined above and in compliance with the following legal conditions for processing.

<b>Legal basis for processing</b>	<b>Special category personal data/criminal records data processing condition under sch.1 of the Data Protection Act 2018</b>
<b>Equal opportunities data</b>	
Processing is in the company's legitimate interests. These interests are not outweighed by the interests of data subjects.	Processing is necessary for monitoring equality of opportunity or treatment, as permitted by the Data Protection Act 2018 (under para.8 of sch.1).
<b>Health data</b>	
Processing is necessary for compliance with legal obligations (eg assessing an employee's fitness for work, complying with health and safety obligations, carrying out capability procedures and complying with Equality Act 2010 duties).	Processing is necessary for the purposes of performing or exercising obligations or rights imposed by law in connection with employment (under para.1 of sch.1).
Processing is necessary for the performance of a contract and/or complying with legal obligations (eg administering sick pay and other benefits).	Processing is necessary for the purposes of performing or exercising obligations or rights imposed by law in connection with employment (under para.1 of sch.1).
<b>Racial or ethnic origin data</b>	
Processing is necessary for compliance with legal obligations (eg checking job	Processing is necessary for the purposes of performing or exercising

applicants' and employees' right to work in the UK).	obligations or rights imposed by law in connection with employment (under para.1 of sch.1).
<b>Criminal records data</b>	
Processing is necessary for compliance with legal obligations.  Processing is in the company's legitimate interests. These interests are not outweighed by the interests of data subjects.	Processing is necessary for the purposes of performing or exercising obligations or rights imposed by law in connection with employment (under para.1 of sch.1) .

The company explains to data subjects how special category personal data and criminal records data is used when it collects the data during the induction process.

The company does not use the data for any other purpose and it reviews its processing and policies regularly to ensure that it is not using special category personal data or criminal records data for any other purpose. The company will not do anything unlawful with personal data.

Special category personal data and criminal records data are not disclosed to third parties, except in the context of seeking medical advice from the company's occupational health adviser or other medical advisers who are subject to a professional duty of confidentiality. The company complies with the Access to Medical Reports Act 1988 where relevant.

*(2) The company processes personal data only where the data is adequate, relevant and limited to what is necessary for the purposes of processing.*

The company collects and retains the minimum amount of information necessary to achieve the purposes outlined above.

As far as possible, information required for equal opportunities monitoring purposes is kept in an anonymised form. Monitoring forms are kept under review to ensure that the information collected is accurate and not excessive.

As far as possible, the company relies on medical questionnaires, rather than medical testing, to obtain necessary information. Any medical testing that is carried out is relevant to the purpose for which it is undertaken and is focused on those performing high-risk roles.

Criminal records checks are carried out only for individuals undertaking roles where the company is under a legal obligation or regulatory requirement to perform such checks.

*(3) The company keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.*

The company takes reasonable steps to ensure that the personal data that it holds is accurate. Special category personal data and criminal records data is obtained:

- directly from job applicants, employees and other data subjects; or

- from external sources that the company is entitled to assume will provide accurate information, such as medical professionals in the case of health data.

The company will erase or rectify inaccurate data that it holds without delay in accordance with our data protection policy if an individual notifies it that their personal data has changed or is otherwise inaccurate, or if it is otherwise found to be inaccurate.

*(4) The company keeps personal data only for the period necessary for processing.*

The periods for which special category personal data is retained after the end of employment are as follows:

- Equal opportunities data is kept for a period of six months, after which data is anonymised so that individuals can no longer be identified.
- Racial or ethnic origin data is kept for a period of three years.
- Health data is normally kept for a period of seven years, unless statutory requirements mean that the company must keep records for longer than that.

The company does not retain criminal records data after the commencement of employment, although it will retain a note on individual HR files indicating that a satisfactory criminal records check was completed prior to the commencement of employment.

At the end of the relevant retention period, the company erases or securely destroys special category personal data and criminal records data.

*(5) The company adopts appropriate measures to make sure that personal data is secure and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.*

The company takes the security of special category personal data and criminal records data seriously. The company has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

### **Review and retention of policy and provision to the Information Commissioner**

This policy on processing special category personal data and criminal records data is reviewed annually and, if necessary, amended to ensure that it remains up to date and accurately reflects the company's approach to processing such data.

A copy of this policy will be provided on request and free of charge to the Information Commissioner.

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### **Data Breach Policy**

This policy covers the required actions to be taken in the event of a loss of personal data, accidental destruction of personal data and misuse of personal data in line with the following data protection principle:

#### **Personal data is:**

Any information that relates to an individual who can be identified from that information. Processing is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.

## **Personal data shall be:**

Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

## **Responsibility**

All employees and consultants within the company are responsible for ensuring the safe keeping of personal data and must follow the procedure outlined in the event of a data breach which may include, unlawful processing, accidental loss, destruction or damage.

## **Reporting procedure**

The company has a responsibility to report all personal data breaches that are likely to result in a risk to the rights and freedoms of natural persons to the relevant supervisory authority within a period of 72 hours.

It is essential that you report any areas of concern to your line Manager without undue delay, the following is guidance to help you understand your responsibility:

- If you become aware of any person within the company using personal data in a way which it was not gathered for or they are not authorised to process
- If you can view any personal data which you shouldn't be able to, this may be because it is left lying on a desk, a communal area, a printer/photocopier, on a computer screen, in a bin, on a mobile device, in a company vehicle, or any other area
- You accidentally delete, lose or misplace personal data which you are authorised to process
- You become aware of any destruction of personal data by a person other than yourself
- You have genuine concerns about the integrity of a work colleague who is required to process personal data even if you do not believe there is a breach

The company through its procedures minimises risk through privacy and design and in the event of a fire or a burglary of the premises, the risk to personal data is minimal.

## **Notifying the data subject**

When the personal data breach is likely to result in a high risk to the rights and freedoms of the employee the company shall communicate the data breach to the employee without undue delay in clear and plain language detailing the nature of the data breach. The company will:

- Communicate the name and contact details of the data protection officer or other contact point where more information can be obtained
- Describe the likely consequences of the personal data breach
- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects

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## Data Retention Policy

### Record management

Effective record management provides for effective management of employees. It allows data to be found quickly and efficiently and provides for a confidence that the data is only being held in line with the principles of the General Data Protection Regulation.

### Roles & responsibilities

Only relevant persons must process personal data about employees of the company, these persons generally are those identified in the employee Privacy Notice.

Anyone that processes personal data about candidates, current employees and leavers are responsible for ensuring they process it and dispose of it in line with the principles of the General Data Protection Regulation which they will have been trained in.

### Data storage

The company recognises that the efficient management of its records is necessary to comply with its legal and regulatory obligations and to contribute to the effective overall management of the business. This policy identifies how the effective management can be achieved and audited.

The company collects data from candidates and employees as identified in the Privacy Notice and stores it in the following areas:

Company Servers	Paper Files –Desks, Filing Cupboards
Third Party Files, Drives and Cloud based Servers	Personnel files in restricted location
Line Manager Files on Server and Desktop	Locked Server cupboard/ Archive
Back-Up Storage	Archive/ Storage/Cloud

### Retention periods

In line with the General Data Protection Regulation, the company will only store personal data as long as is necessary. The following tables clearly define how long the company will keep your personal data.

Statutory Records	
Personal Data	Retention Period
National Minimum Wage	Six years from the day the pay reference period immediately following that to which the records relate ends.
Working Time	Two years from the date on which the records were made.

Absence During Pregnancy & Statutory Maternity Pay	Three years after the end of the tax year in which the employee's maternity pay period ended.
Statutory Paternity Pay, Statutory Shared Parental Pay, Statutory Adoption Pay and Statutory Parental Bereavement Pay.	Three years after the end of the tax year in which payments of SPP, ShPP or SAP were made
Right to Work Documents	For the period of employment and two years post-employment.
Accidents at Work & Work-Related Illness	Minimum of three years from the date on which the record was made.
Injuries, Fatalities, Diseases & Dangerous Occurrences	Minimum of three years from the date on which the record was made.
Risk Assessments	As long as the risk is present
Exposure to Specified Hazardous Substances	40 years from the date of the last entry made in it.
Wages & Deductions	Three years after the end of the income tax year to which the records relate.

<b>Retention Times Identified by the Company</b>	
<b>Personal Data</b>	<b>Retention Period</b>
<b>HR Records</b>	
Application & CV Details	<ul style="list-style-type: none"> <li>• For 6 months after completion of interview process if unsuccessful</li> <li>• For duration of employment if successful</li> </ul>
Personal Details	For the duration of employment or as required by law
Driving Licence	
Equal Opportunities Monitoring	
Photographs	
Annual Leave Management Records	
Identification Records	For the duration of employment and for 6 months afterwards or as required by law.
Training Records	
Terms & Conditions	
Work Related Details	
Performance Records	In the event of a claim against the company the data will be held until the claim is finalised.
Identification Records	
Company Benefits Such as Pension & Insurance	For the duration of the time in receipt of the benefit or as per statutory requirement
Eye Test Voucher Records	Rolling 2 years
<b>Absence &amp; Health Details</b>	
Medical & Health Records	For the duration of employment
Absence Records	<ul style="list-style-type: none"> <li>• Return to Work Forms - 3 months from date of interview</li> <li>• Self-Cert Forms – 3 months from date of return</li> <li>• GP Fit Notes – 3 months from date of return</li> <li>• Dates of absence – rolling 12 months</li> </ul>
<b>Formal Records</b>	
Disciplinary Records	As long as the warning is live
Grievance Records	3 - 6 months dependent on the nature of the grievance for efficient management. In the event

	of a claim against the company the data will be held until the claim is finalised.
Appeal Documents	• Disciplinary – For the length of the warning Grievance – 3 – 6 months after the appeal
Termination Records	For 6 months after termination. In the event of a claim against the company the data will be held until the claim is finalised.
<b>Finance Records</b>	
Expenses	As long as necessary to make payments
Remuneration and Benefit Details	
<b>Operational Details</b>	
Operational Lists	Ongoing for the duration of employment and for a period of 3 months after leaving where deemed relevant in case of a claim against the company.
Notices	
Work Schedules	
CCTV Footage including images and audio	2 months or longer if required as part of an ongoing investigation.

### Expiration of the retention period

At the end of the stated retention period for the categories of data identified above, the company will ensure the secure and efficient deletion by the following methods:

- Paper copies will be shredded by an external company that provides a guarantee to the business
- Soft copies will be deleted by the relevant data holder from their desktop, email folders, server files and shared drives.
- A Data Retention Deletion Form will be completed by the line Manager to request that personal data for that individual is deleted from other sources such as HR software system, back-up systems and third parties.

### Audit

At any time, a line Manager, Director or an external HR Consultant will randomly audit any person with responsibilities for processing employee personal data to ensure that the retention periods are met and no personal data is being held beyond the retention periods specified in this policy.

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### Clear Desk Policy

The company takes security of personal data very seriously and this policy sets out how all employees can contribute to compliance of the General Data Protection Regulation (GDPR).

Personal data can be found in many formats such as physical documents, online and digital displays. The following are examples of where personal data may be held; your computer, email and calendar programmes, mobile phone, laptop, tablet, external hard drive, USB memory sticks physical desktop, filing cabinets, drawers, shelves and trays, who can access the information you have stored in these locations?

Further personal data, which will include customers is also found in tracking systems under Google, social media sites, IP addresses, cookies, CRM systems and marketing data such as mailing lists which you may have access to.

**Personal Data** under the GDPR means:

*'any information relating to an identified or identifiable natural person ('data subject')*

**An identifiable natural person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier (eg an IP address) or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

### **Requirements**

Whether at your desk or another place of work where you have access to personal data, you must ensure that all devices you have access to are locked when you are not using them, even if you leave your desk/workstation for a short time. There should be no documents that can identify personal data left on a desk, workstation or communal location such as the canteen.

Consider if the personal data you need to process is necessary and if it is not then place it in the relevant storage area or delete it. If you are unsure, please check with your line Manager.

### **Authorisation**

If you do not have authorisation to an area, do not access it, you will be subject to a formal disciplinary process in such circumstances. If you require a pen or are looking for something, ask permission before automatically looking in a colleague's desk drawers or filing cabinet.

*Example:* Managers may have personal data necessary to manage employees in their desk drawers and the act of you accessing this will be unauthorised.

### **Computers**

When you are accessing your computer, if you are viewing personal information of any kind, ensure that no-one can see this. You may have to consider repositioning the screen or the access to you by colleagues. The use of screen savers and passwords are required to help comply with the company obligations of GDPR and must be used each time you leave your desk.

### **Printing**

You should only print when necessary and the following rules are in place to protect any personal data you may only print if you are confident you can access the printed document without anyone else having access to it.

### **Destruction of personal data**

Printed documents that contain personal data must be placed in the relevant confidential waste bins. Online reference to personal data, whether it be in emails, stored in spreadsheets, on your desktop, drives, files and servers must be deleted carefully. Where relevant a Data Retention Deletion Form must be completed and passed to your line Manager.

### **End of the day**

You must make sure all documentation with personal data is locked away, all devices must be logged out of the internet and turned off fully.

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## **Confidential Information**

During the period of your employment you are likely to have access to confidential information. This may include information relating to:-

- the business or prospective business of the company and its customers;
- the finances, strategies and business methods of the company and its customers;
- the company's customer database;
- the pricing structure used by the company, or proposed pricing structures;
- the charging or invoicing arrangements adopted by the company, or proposed to be adopted;
- marketing tactics and initiatives used by the company, or proposed to be used by the company;
- list of suppliers and the arrangements that the company has with its suppliers;
- personal information about customers, suppliers or employees of the company.

The above is not a complete list and you will have access to other types of information which the company also regards as being confidential. The information is extremely valuable to the company and disclosure of it outside of the business is likely to cause serious harm.

You must therefore not disclose any information of a confidential nature to any other party, whether to benefit yourself or otherwise, and you must endeavour to prevent anybody else from disclosing such information. These obligations apply both during your employment and following leaving the company's employment. This restriction will not affect your ability to disclose information for which we have given you consent to disclose, information which you are required to disclose by law, or information which has been placed into the public domain by the company.

You must not remove any documents or tangible items containing confidential information belonging to the company from the company's premises at any time without proper authorisation. You should not transmit electronically confidential data, except where required during the course of your normal duties, without authorisation. Where you are permitted to take work papers or other documents of a confidential nature out of the office, you should take all necessary steps to protect the security of those documents.

You must return to the company upon request, and in any event upon termination of employment, all documents and tangible items which belong to the company or which contain or refer to any confidential information and which are in your possession or under your control. You must if requested delete all confidential information from any re-usable material and/or destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

Any breach of this clause will be taken very seriously by the company and will result in action being taken under the Disciplinary Procedure, which may result in your dismissal.

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## **Annual Leave Arrangements**

Your annual leave entitlement is detailed in your contract of employment which may vary slightly to the detail in this section.

Your holiday year either runs from 1<sup>st</sup> January to 31<sup>st</sup> December (Weekly Paid) or 1<sup>st</sup> April to 31<sup>st</sup> March (Monthly Paid).

The full time annual entitlement is 20 days plus 8 bank holidays, these are listed below:

- New Year's Day\*
- Good Friday
- Easter Monday
- May Day Bank Holiday Monday
- Spring Bank Holiday Monday
- Late Summer Bank Holiday Monday
- Christmas Day\*
- Boxing Day\*

\* An alternative day will be recognised where any of these days fall on a Saturday or Sunday.

A week's leave allows you to be away from work for a week – that is the same amount of time as your normal working week.

In your first year of employment (even if this spans two holiday years) you will only be allowed to take annual leave as you accrue it unless a Director authorises more.

No holiday is to be taken without prior approval from your line Manager. Unauthorised holiday will not be paid and will also render you liable to the disciplinary procedure upon your return. The company is not liable for any financial loss you may incur.

The notice required for annual leave is:

- At least 4 weeks' notice must be given for holiday of over one week.
- At least 2 weeks' notice must be given for holiday of up to one week.
- At least 1 weeks' notice must be given for a single day's holiday.

All holiday requests are on a 'first come, first served' basis.

The company will where possible try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, including the skill set and experience of an employee at the time.

The company will allow you to take a maximum of two of your normal week's annual leave at any one time.

Monthly paid employees will receive holiday pay at the rate of a normal week's pay.

For those employees with variable pay or hours the average will be calculated over a 52 week reference period or the duration of employment if this is less.

You are not permitted to carry annual leave into the following leave year.

The company operates a Christmas shutdown period between Christmas and New Year, you must reserve 5 of your annual leave days to cover this period. You will be notified in advance each year of the actual dates.

Any employee on Maternity, Adoption, Shared Parental or Paternity leave will continue to accrue annual leave for the duration.

Leave for employees who terminate their employment during the leave year is calculated on the basis of 1/12th of the annual entitlement, if however the annual leave entitlement has been exceeded, a deduction will be made from the final wage payment.

In the event of a shortage of work situation arising, as an initial solution we may require you to take some, or all of your unused accrued entitlement, which has not previously been confirmed as agreed and booked.

The company reserves the right to decide if it requires you to take annual leave during your notice period.

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## **Appointments**

We recognise that there will be occasions when employees will request time off for medical or dental appointments, or indeed for domestic reasons. Such requests will only be granted at the discretion of your line Manager and in the interests of business efficiency, such requests should be kept to a minimum.

Where possible, such appointments should be arranged outside of normal working hours or at the very least for the very beginning or very end of the working day to minimise disruption. Authorised time off for such reasons are unpaid and must be supported by an appointment card.

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## **Absence Reporting Procedure**

You should notify your line Manager as early as possible if your absence from work is anticipated, this must be personally by telephone as soon as possible and in any case at least one hour before your start time.

If your line Manager is not available, you will be allowed to leave a message with the person who answers the telephone, in this instance, please provide a telephone number for your line Manager to return your call.

It is essential that you comply with the above, so that we can make arrangements to cover your duties and responsibilities, thus minimising the disruption to the business and maintaining a reasonable workload for your colleagues.

You will be required to provide the following information, when you notify us of your absence:

- The reason for your absence; and
- How long you expect to be absent from work.

In the event that you do not contact the company, we will make contact with yourself in such a manner deemed suitable in the circumstances.

If you are unable to call yourself you may ask someone to make contact on your behalf. However, you must ensure you speak with your line Manager later the same day or as soon as practicable thereafter.

If you are off for more than 3 consecutive working days, you must contact your Manager by the fourth day (or next working day). Your line Manager may ask that you contact them before this

where, for example, cover arrangements may need to be put in place. For longer periods of absence, you should maintain regular contact with your line Manager, normally weekly (longer by agreement with your line Manager).

We acknowledge that there may be exceptional circumstances which prevent a member of employees from meeting the reporting and certification requirements, for example, in the case of a severe injury / hospitalisation.

### **Sickness during holidays**

If you are sick during holiday absence, your holiday may be reinstated subject to you providing a Statement from your G.P. to cover the period of sickness. Retrospectively dated Statements will not be accepted.

### **Sickness certification**

You are required to cover sickness absence with a self-certification form and absence over 7 days with a Statement of Fitness for Work (Fit Note).

*Self-Certification:* On your first day back at work you must notify your line Manager or another designated person to confirm the dates of your sickness absence and the reasons for absence and you will be required to self-certify your absence by completing the absence form.

*Fit-Note:* If your G.P. provides advice that you may be fit for work you should notify your line Manager as soon as practicable and a discussion will take place to determine if your return to work can be facilitated.

You should send your fit notes to your line Manager or other designated person who will arrange for this to be logged electronically and passed to the external payroll company for processing. In the event that you do not do this, payment may be withheld.

### **Medical professionals**

We also reserve the right to require you to undertake a medical examination by an independent medical professional or occupational health assessor.

The company may at any time require a GP report about you to either assist you at work or as part of its sickness absence management, in such circumstances the company will ensure you are fully aware of your rights.

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## **Statutory Sick Pay (SSP)**

If you are absent from work due to sickness or injury, the company will pay statutory sick pay (SSP) for the days you would normally work, these are called qualifying days. Payment is subject to you being eligible for SSP and having complied with the company's rules relating to sickness absence and notification.

### **When SSP is payable**

SSP is paid up to a maximum of 28 weeks in any one period of sickness.

SSP is paid in exactly the same way as normal earnings.

### **When SSP is not payable**

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

- if you have failed to follow the sickness Notification Procedure
- if your employment has terminated

- where Statutory Maternity/Adoption/Paternity/Shared Parental 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 any query you may have with the company.

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## **Managing Absence**

In order to manage sickness absence effectively and consistently we will seek to support employees during periods of illness and may use the following interventions and procedures to facilitate a return to work, retain employees in employment and improve attendance:

- Return to work discussions
- Keeping in touch during absence
- Monitoring and recording absence
- Carrying out sickness review meetings
- Providing management support
- Seeking medical reports
- Managing absence through the procedures detailed below or through the disciplinary procedure where appropriate

### **Return to work meeting**

Your line Manager may conduct a return to work meeting with you, and you will be asked to complete a return to work form regardless of the length of time you have been absent, this is to ensure you are fit and well to return to work and to identify if any reasonable adjustments are necessary to enable you to perform your job. Unless you sign as fit you will not be permitted to work and SSP applies.

We encourage employees to share health and other associated problems and to be reassured of the protection applied to the health data which they will share. This enables the company identify how it can support the employee at an early stage.

Absence is monitored over a 12 month rolling period. So current absence will be calculated from the date of review for the previous 12 month period. If a period or pattern of absence continues beyond 12 months, such previous absence may be considered as part of the ongoing absence review.

Sickness information will be held confidentially and access restricted to authorised personnel within The Booth Fashion Services. Under Data Protection legislation, sickness information is considered sensitive data and The Booth Fashion Services is committed to ensuring that such data is treated confidentially and not shared more widely than is necessary.

### **Short-term sickness**

If your attendance, due to short term or intermittent absence, becomes a matter of concern, for example, persistent short term absences or a pattern such as Monday/Friday absences or

absence before/after Bank Holidays, your line Manager will discuss this with you informally with a view to resolving issues and improving attendance. Poor attendance and reliability issues may have a negative impact upon colleagues, workloads and team effectiveness.

The following procedure aims to provide a consistent approach to managing short term absence initially through informal interventions and where attendance does not improve / attendance targets are not met and concerns continue, through a formal process.

If attendance has not improved and there is no underlying medical condition, poor attendance may become a disciplinary matter.

### **Informal Stage (1) : Initial sickness review meeting**

You will be required to attend an initial sickness review meeting with your Manager if you have more than 10 working days sickness within a 12 month period (pro rata for part time employees); or

- 4 periods of absence within a 6 month period or;
- a pattern of absence that is of concern (e.g. Mondays / Fridays or absence following bank holidays).

### **Purpose of meeting**

The initial sickness review meeting should aim to:

- identify any contributing issues and how these may be resolved;
- establish whether there is an underlying medical condition or disability (this may involve seeking further medical advice);
- consider what other support may be needed; and
- encourage a member of employees to improve their attendance at work through agreed attendance targets.

### **Potential outcomes**

Your line Manager will agree attendance improvement targets for a monitoring period of between 1 and 2 months.

Adjustments or other support may be agreed such as changes to working patterns or additional management support.

### **Formal Stage (2) : Formal sickness review meeting**

A formal review meeting will be held with you if your attendance remains of concern and there is no underlying medical condition. A formal review meeting may be called if your line Manager assesses your record of absence as so excessive that an informal meeting is no longer appropriate. You will be given at least 5 working days written notice to attend a meeting under this policy

You have the right to be accompanied by a trade union representative or work colleague from within The Booth Fashion Services. If your companion is unable to attend the meeting within this timescale, you should notify your line Manager of this and a further appointment will be

made within the following 5 working day period. In exceptional cases the Booth Fashion Services may extend these timescales depending upon the individual circumstances of the case.

Reasons for a formal meeting may be that:

- attendance targets have not been met; or
- there has been no sustained improvement; or
- absence has reached 20 working days (pro rata for part time employees) within a 12 month period; or
- the pattern of absence is a cause of such concern that an informal route is not appropriate.

### **Purpose of meeting -**

At this meeting, your Manager will:

- review your attendance;
- discuss how this may be improved;
- review the improvement targets;
- discuss any management support or other needs.

### **Potential outcomes**

Your Manager will continue to monitor your attendance and set improvement targets.

If your Manager is concerned about your level of attendance you may be advised that your absence will be considered a disciplinary issue and managed under the disciplinary procedure. Your Manager will write to you inviting you to attend a disciplinary meeting to consider your attendance and will give you a copy of your attendance record and other relevant supporting documentation.

We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure, particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.

If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your line Manager or a Director.

### **Unauthorised absence**

Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

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## **Access to Medical Reports**

There may be occasions when the company considers it necessary to request details from a medical practitioner on the health of an employee. Where medical reports from an employee's medical practitioner are necessary, the employee will be fully informed of their rights under the Access to Medical Reports Act 1988 and/or General Data Protection Regulation (GDPR).

The circumstances in which the company will seek a medical report on an employee include:

- frequent short-term absences;
- long-term absence, where an employee has been absent for a period of 4 weeks or is likely to be absent for a period of at least 4 weeks.

If the company wishes to take action following the report, this will be taken only after consultation with the employee and full and careful consideration of all the facts provided. The company will request a meeting with the employee to discuss the report and identify what action is to be taken.

The company treats personal data collected while seeking a medical report in accordance with the company's data protection policy/policy on processing special categories of personal data. Information about how your data is used and the basis for processing your data is provided in the company's employee privacy notice. Where the company is relying on its legitimate interests as the legal ground for processing an employee's data, they can object to the processing.

#### **Report from a medical practitioner who has been responsible for the employee's clinical care**

Where a report from the employee's medical practitioner is necessary, the employee will be fully informed of their rights under the Access to Medical Reports Act 1988 and their permission will be sought for the report to be obtained.

The employee's permission will be sought to contact the medical practitioner on the relevant consent form.

The employee has the right to access the report before the company sees it. If the employee wishes to see the report, they should inform the company of this, so that it can inform the medical practitioner. The employee will then have 21 days from the date of making the application for the report to contact the medical practitioner to see the report. If the employee does not contact the medical practitioner within this period, the medical practitioner can pass the report on to the company.

When requesting a report, the company will provide the medical practitioner with as much information as possible on the role of the employee and explain why the report is being sought. The company will provide the medical practitioner with:

- a copy of the employee's signed form consenting to the request to seek a medical report;
- confirmation that the employee is aware of their rights under the Access to Medical Reports Act 1988; and
- details of the major features of the employee's job.

The company will ask the medical practitioner to identify:

- the nature of the employee's illness or injury;
- when the employee is likely to be fully fit to resume their normal duties;

- if the employee is unfit to resume their normal duties, what alternative duties they might be fit to undertake;
- when the employee is likely to be fit to undertake any alternative duties;
- what reasonable adjustments could be made to working conditions or work premises to facilitate a return to work; and
- the likelihood of recurrence of the illness or injury once the employee has returned to work.

Where the employee refuses permission for the company to contact their medical practitioner, the company will explain to the employee the reasons behind the request and inform the employee that a decision relating to their employment may be made without the benefit of access to medical reports. The same procedure will be followed where the employee delays in giving their consent.

Where the employee feels that the report is misleading or incorrect, they may ask the medical practitioner to amend it. If the medical practitioner does not agree with the employee and does not alter the report, the employee may attach a statement to the report to reflect their views.

Alternatively, having seen the report, the employee may request that access to the report be withheld from the company. The employee will be informed that a decision relating to their employment may be made without the benefit of access to medical reports.

### **Report from a medical practitioner who has not been responsible for the employee's clinical care**

The Access to Medical Reports Act 1988 does not apply where the company is seeking a medical report from a medical practitioner who has not been responsible for the employee's clinical care, typically its own chosen specialist or occupational health adviser.

In these circumstances, the company will explain to the employee in writing what information it is seeking on the employee's health and how the information will be used. The letter should explain to the employee:

- that the company intends to obtain a medical report and why it wishes to do so;
- from whom the report will be obtained;
- what the company will do with the report; and
- how the company will treat personal data collected when obtaining the medical report; and
- their right to object to the processing of their personal data.

The company will write to the medical practitioner to request the report. The letter should explain to the medical practitioner why the company is requesting the report, and ask any specific questions that it wishes the practitioner to answer.

Where the employee objects to the processing of their personal data when the company is seeking to obtain a medical report to which the Access to Medical Reports Act 1988 does not apply, the company will explain to the employee the reasons behind the request and inform the employee that a decision relating to their employment may be made without the benefit of access to medical reports.

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## **Drugs & Alcohol**

As your employer we have a duty to ensure so far as is reasonably practicable, the health, safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of you and other employees.

### **Prescribed medication**

If you are taking prescribed medication which could potentially impact your ability to conduct your role efficiently and/or safely, you must declare this to your line Manager who will treat the information with the utmost confidentiality. A risk assessment will be conducted and if it is deemed that you are unable to fulfil your role whilst taking the medication, you will be required to seek a fit note from your GP confirming that you are unfit for work and you will be paid in accordance with the SSP rules. If you are found to be taking prescribed medication which impacts the safety of yourself or others and you fail to declare this, it may be deemed as gross misconduct and render you liable to dismissal.

### **Assessment**

The company will take all necessary steps to prevent employees carrying out work-related activities if they are considered to be unfit or unsafe to undertake the work as a result of alcohol consumption or substance abuse.

The effects of alcohol and drugs can be numerous, these are examples only and is not an exhaustive list:

- Absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- Higher accident levels (e.g. at work, elsewhere, driving to and from work);
- Work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc).

If you are found to be, or if there is a reasonable belief you are not capable of fulfilling your role because it is believed you are under the influence of drugs, alcohol or non-declared prescribed medication you will be required to go home and you will not be paid for this time. Having regard for its duty of care to you, the company will not allow you to drive or cycle and will ensure appropriate transport arrangements are made.

The company reserves the right under this policy to exercise alcohol and drug testing of its employees.

The term "drug" includes all drugs and psychoactive substances (including those formerly known as "legal highs") that could adversely affect behaviour or performance and lead to an increased risk of accident and/or injury occurring in the workplace.

## **Overview**

Any employee found to be under the influence of alcohol or illegal drugs or any prescription drugs that have not been prescribed for them will be subjected to the disciplinary procedure which could result in summary dismissal for gross misconduct.

Further, it is a criminal offence to be in possession of, use or distribute an illicit substance and to produce, supply or possess with intent to supply psychoactive substances. If any such incidents take place on company premises, in company vehicles or at a company function (including outside of working hours), they will be regarded as serious, will be investigated by the company, and will lead to disciplinary action and possible reporting to the police.

### **With-cause alcohol and drug testing**

Testing "with cause" is testing where there is a reasonable suspicion that the employee's performance or conduct is impaired by drugs or alcohol, and/or giving rise to a safety risk. Testing will also be carried out where management has grounds to believe or suspect that an employee is or may be under the influence of alcohol or drugs.

Employees will be tested for alcohol and drugs in all cases where they have had any involvement in a workplace accident or in any incident that has caused or could have caused a danger to health or safety.

### **Potential signs**

A reasonable suspicion could be based on the employee clearly appearing to be drunk or under the influence of drugs at work, for example smelling of alcohol, behaving in an aggressive or reckless way, or being extremely lethargic, poor work performance and mistakes, poor timekeeping, anxious behaviour, looking unwell, involvement in workplace accidents, unable to process instructions and not responsive. These signs are not exhaustive and are likely to vary from individual to individual.

In such circumstances that the company have identified a test may be required, the employee will be asked to attend an investigation/welfare meeting and asked for an explanation of their behaviour. The testing company may be contacted prior to the investigation/welfare meeting or directly afterwards if there is a reasonable belief the employee is under the influence. The employee will be required to wait on site for the testing company to attend and conduct the testing.

Employees have the right to object to processing of their data under the General Data Protection Regulation and will be informed of this during the investigation/welfare meeting.

### **Responsibilities of each employee**

All employees have a legal duty under health, safety and welfare to themselves and others around them. If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their line Manager or supervisor. If they will not seek help themselves you should draw the matter to the attention of your line Manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.

You should not drink alcohol during the normal working day, at lunchtime, at other official breaks. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct and result in disciplinary action.

We expect you to demonstrate responsible behaviour and restraint at work, work-related functions and work-related social events and to act in a way that will not have a detrimental effect on our reputation. You should avoid excessive consumption of alcohol at these events.

If you entertain clients or suppliers or represent the company at external events where alcohol is served, you are considered to be "at work" regardless of whether you do so outside normal working hours. Consequently, we will expect you to remain professional and fit for work at all times. The same applies if you are staying away from home, either in the UK or overseas, and during any travelling associated with that stay as the reason for your being away from home is that you are representing the company.

Managers should act to prevent excessive consumption of alcohol by any member of employees and should take steps to deal with any unacceptable conduct that occurs at such functions. Any such behaviour may lead to disciplinary action.

We expect all our employees to comply with the drink-driving legislation at all times. Our reputation will be damaged if you are convicted of a drink-driving offence and, if your job requires you to drive and you lose your licence, you may be unable to continue to do your job. Committing a drink-driving offence outside or during working hours or while working for us may lead to disciplinary action and could result in dismissal in accordance with our Disciplinary Procedure.

### **Random alcohol and drug testing**

Criteria used for selecting employees for random testing will be justified, properly documented, adhered to and communicated to employees. Random alcohol and drug testing are most likely to be carried out on members of employees who work in safety-critical jobs, including those:

- Who work with machinery or at height;
- Whose job duties involve driving; and
- Those who work on customer sites who are in the presence of members of the public.

The examples are not exhaustive. Employees are advised that a request for an employee to undergo random alcohol and drug testing does not indicate that they are under any suspicion of wrongdoing.

### **Justification**

The justification for testing employees for alcohol or drugs is based on the following:

- Post-incident testing where there is a reasonable suspicion that drug or alcohol use is a factor;
- A belief there has been a breach of the contract of employment;
- A belief there has been a breach of the disciplinary rules;
- The conduct of an employee believed to be under the influence of said substance(s) is likely to result in a detrimental impact on the business including poor customer service, the impact on work colleagues, delayed and inaccurate orders, deliveries and returns and other poor performance;
- We have a legal duty as your employer under the Health and Safety at Work etc Act 1974 to ensure, so far as is reasonably practical, the health, safety and welfare of all of our employees. We have interpreted this to include reference to employees acting under the influence of alcohol or drugs if this would be likely to put their own health and safety or that of others in the workplace at risk; and
- The company relies on its legitimate interest as the legal basis for testing.

## **Reporting**

Under the Management of Health and Safety at Work Regulations 1999 employees have a legal duty to inform their employer of any situation that could be considered to constitute risk, and therefore must report any other employee who appears to be under the influence of drugs or alcohol to their line Manager with immediate effect.

Any employee suffering from drug or alcohol dependency should declare such dependency, and the company will subsequently provide reasonable assistance, treating absences for treatment and/or rehabilitation as any other sickness absence. Failure to accept help or continue with treatment will render the employee liable to normal disciplinary procedures.

## **Testing company**

The company uses an independent company with qualified professionals to ensure that there is accurate laboratory analysis and interpretation of the results, and that the sample really does come from the employee and has not been tampered with.

## **Carrying out tests**

With-cause alcohol and drug testing will be carried out in the strictest confidential manner as is reasonably possible and confined to a room that is unlikely to arouse suspicion. Only necessary people will be in attendance, this is likely to include the line Manager or a Senior line Manager and HR, a minute taker may also be present along with a representative from the external testing company.

The area will be prepared to minimise any cross contamination and also manipulation of the results.

Random alcohol and drug testing will be conducted at any time at the start, during or towards the end of a shift, the company will discreetly advise the employees that they are required to submit themselves to a test.

All employees that are subjected to testing have the right to a duplicate copy of any sample provided so that they can have it checked independently.

An employee who unreasonably refuses to submit to an alcohol and drug test in accordance with the company's rules will be subject to disciplinary action.

## **Action after a positive test**

If a test proves positive, the employee will be sent home and the formal disciplinary procedure will follow.

The outcome of the disciplinary procedure will depend on the circumstances but could include:

- An offer for the employee to undergo a programme of medical treatment, rehabilitation or counselling, where the employee accepts that they have a problem with alcohol or drug misuse and is willing to cooperate with the employer in the provision of such support;
- A written disciplinary warning, where there are no safety issues involved and the circumstances are not serious, in which case the employee will be tested again after three and six months;
- Dismissal, where the effects of the employee's alcohol or drug taking are or could be serious, for example if the employee works in a safety-critical job and their use of alcohol or drugs could affect performance, or where a previous alcohol and drug test within the previous two years has produced a positive result.

## **Data protection and privacy**

Drug and alcohol test results are regarded as "health data" and therefore fall into the special categories of personal data under the General Data Protection Regulation.

Alcohol and drug testing will be conducted in accordance with an impact assessment that the company has carried out to ensure that testing is necessary and proportionate. Carrying out an impact assessment will assist the company to ensure that the scope and method of testing, and the way in which test results are handled, are appropriate and justifiable. Testing is carried out to ensure the health and safety of workers and others.

All possible measures will be in put in place to ensure confidentiality of test results, and checks will take place to avoid any false results. Test results are processed in accordance with the company's data protection policy. Access to test results is strictly limited to the people for whom it is necessary, such as the employee's line Manager, directors and HR. Unauthorised access to test results will be treated as a disciplinary matter and dealt with in accordance with the company's disciplinary procedure.

The company has in place arrangements with the external alcohol and drug testing company to ensure that it takes appropriate measures to safely and securely process employees' test results.

Alcohol and drug testing will be carried out only by qualified and competent personnel from an external alcohol and drug testing company who will use accepted and reliable methods and ensure that tests are carried out with the least possible intrusion into employees' privacy.

Employees have a number of rights in relation to their data, including the right to make a subject access request and rights to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in the company's data protection policy. If employees believe that the company has not complied with their data protection rights, they can complain to the Information Commissioner.

## **Retention periods**

Negative tests are normally securely destroyed within a week of testing.

Positive alcohol and drug test results are retained for a period of one year at the testing company for the purposes of an employee wishing to have the sample independently tested.

The testing company keep the paperwork (consent/chain of custody form) for 7 years.

## **Complaints**

If an employee has a complaint about the way in which an alcohol and drug test has been conducted, they can raise this informally with their line Manager. If an employee prefers to raise a formal complaint, they should refer to the company's grievance procedure.

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## Family Friendly Policies

Given the ever changing nature of family friendly rights, the company has chosen not to include all of these in the handbook for that reason. The following procedures can be provided upon request:

- Adoption Leave Policy
- Ordinary Parental Leave Policy
- Shared Parental Leave Policy
- Parental Bereavement Leave Policy

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## Maternity Leave & Pay

This policy sets out the rights of employees who are pregnant or have recently given birth, including time off for antenatal appointments and entitlement to maternity leave and pay.

The following definitions are used in this policy:

*"Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.*

*"Qualifying week" means the 15<sup>th</sup> week before the expected week of childbirth.*

All pregnant employees (regardless of length of service) have the right in law to take up to 26 weeks' ordinary maternity leave and up to a further 26 weeks' additional maternity leave and to resume work afterwards. The employee is therefore entitled to a total period of 52 weeks' maternity leave. Additional maternity leave follows on immediately from the end of the period of ordinary maternity leave.

All employees who take maternity leave have the right to return to work at any time during either ordinary maternity leave or additional maternity leave (except during the first two weeks from the day of childbirth), subject to their following the correct notification procedures as set out below.

To exercise your right to take maternity leave, you must comply with the notification procedure set out below.

Ideally, you should notify your line Manager as soon as you feel comfortable, of the fact that you are pregnant so that you may take paid time off to attend your antenatal appointments. This will also help us to ensure that we are able to address any health and safety concerns in a timely manner.

### Time off for antenatal appointments

Once you have told us that you are pregnant, you will be entitled to reasonable paid time off work to attend your antenatal appointments. This may include relaxation and parent craft classes that your doctor, midwife or nurse has advised you to attend, in addition to medical examinations, screening tests and any midwife appointments.

After your first appointment, we may ask you to provide proof of your further antenatal appointments such as an appointment card or an equivalent document confirming your booking.

You should give your line Manager as much notice as possible of your antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day.

Any individual who has a qualifying relationship with you (which includes your spouse, civil partner and the father of your expected child), has a statutory right to unpaid time off to accompany you to up to two antenatal appointments. They would need to contact their employer to request time off in these circumstances.

### **Health, safety & welfare**

We have a duty to take care of the health and safety of all our employees.

We will also carry out an individual risk assessment as soon as we receive written notice that an employee is pregnant, has given birth in the last six months or is breastfeeding.

Where we carry out an individual risk assessment, we will inform you of any risks that we have identified and the steps that we propose to take to eliminate or reduce them. This may mean altering your working hours, changing your working conditions, or offering you suitable alternative work.

In certain cases, we may have to suspend you from work until the risk to you or your baby has been removed. If you are suspended, your employment will continue during any period of suspension. You will also be entitled to your normal salary and contractual benefits, unless you have unreasonably refused an offer of suitable alternative employment.

### **Sickness absence**

If you are absent from work due to a pregnancy-related illness, you will receive statutory or contractual sick pay in the same way as you would during any other sickness absence.

However, if you are absent from work due to a pregnancy-related illness in the four weeks immediately before your expected week of childbirth, your maternity leave will start automatically. You must notify your line Manager as soon as reasonably practicable that you are absent for a pregnancy-related illness and the date that your absence began.

### **Notice to take maternity leave**

You can start your maternity leave at any time from the Sunday at the beginning of the 11th week before your expected week of childbirth.

To take maternity leave, you need to give your line Manager notice in writing by the end of the qualifying week, or as soon as possible afterwards, of:

- the fact that you are pregnant;
- your expected week of childbirth; and
- the date on which you wish your maternity leave to start.

You will also have to provide your line Manager with your MAT B1 form, which is a certificate from your doctor or midwife confirming your expected week of childbirth.

Failure to give the required notice and provide us with your MAT B1 form may affect your entitlement to maternity leave and pay.

We will write to you within 28 of receipt of your notice confirming the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave.

## **Changing your maternity leave start date**

If you wish to bring forward your maternity leave start date, you must inform your line Manager in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable.

The date that you select as your maternity leave start date cannot be before the Sunday at the beginning of the 11th week before your expected week of childbirth.

If you wish to postpone your maternity leave start date, you must inform your line Manager in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

If you change your maternity leave start date, we will write to you within 28 days of the start of your maternity leave confirming the revised date that you must return to work if you take your full 52-week entitlement to maternity leave.

## **Starting your maternity leave**

Your maternity leave will usually start on the date that you have chosen, unless:

- your child is born before your chosen maternity leave start date, in which case your maternity leave will start on the day after you give birth; or
- you are absent for a pregnancy-related reason (for example, if you are off sick for a pregnancy-related illness or suspended on health and safety grounds) in the four weeks before your expected week of childbirth, in which case your maternity leave will start on the day after your first day of absence.

If you give birth before your intended maternity leave start date, you must notify your line Manager in writing of the date that you have given birth as soon as reasonably practicable.

## **Maternity pay**

Statutory maternity pay is payable for up to 39 weeks of your maternity leave.

The first six weeks is payable at 90% of your average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings (whichever is lower).

You will qualify for statutory maternity pay if:

- you have been continuously employed for at least 26 weeks at the end of your qualifying week;
- you are still pregnant 11 weeks before the start of your expected week of childbirth (or have already given birth);
- you have provided us with a MAT B1 form confirming your expected week of childbirth;
- you have stopped working; and
- your average weekly earnings are not less than the lower earnings limit for national insurance contributions.

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave, your statutory maternity pay will be recalculated to take account of

your pay rise, regardless of whether statutory maternity pay has already been paid. This means that your statutory maternity pay will be recalculated and increased retrospectively, or that you may qualify for statutory maternity pay if you did not previously. In these circumstances, you will be paid a lump sum to make up any difference between statutory maternity pay already paid and the amount payable as a result of the pay rise.

Statutory maternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

### **Maternity allowance**

If you are not entitled to statutory maternity pay, you may qualify for maternity allowance from the Government. If this is the case, we will provide you with an SMP1 form so that you are able to pursue a claim for maternity allowance.

### **Your rights during maternity leave**

During ordinary maternity leave and additional maternity leave, all the terms and conditions of your contract except normal pay will continue. Your pay will be replaced with statutory maternity pay if you are eligible for it. However, other benefits such as holiday entitlement and pension contributions will continue as set out below.

### **Holiday entitlement**

You will continue to accrue your holiday entitlement during your maternity leave.

You should make every effort to take any outstanding holiday entitlement before commencing maternity leave or immediately after your maternity leave has ended. Any holiday entitlement that has not been taken because of maternity leave may be carried over into the next holiday year with the agreement of your line Manager.

### **Pension contributions**

We will continue to make pension contributions based on your normal pay during ordinary maternity leave and any period of paid additional maternity leave. The contributions that you make will be based on the actual pay that you receive during your maternity leave.

The company's pension contributions will cease during any period of unpaid additional maternity leave.

### **Contact during maternity leave**

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

### **Keeping-in-touch days during maternity leave**

You can agree to work (or attend training) for up to 10 days during your maternity leave without that work bringing your maternity leave or statutory maternity pay to an end. These are known as "keeping-in-touch" days. Any work carried out on a keeping-in-touch day will count as a whole working day and you will be paid your normal rate of pay.

We have no right to require you to carry out any work and you have no right to undertake any work during your maternity leave. Any work undertaken on keeping-in-touch days is entirely a matter for agreement between you and your line Manager.

### **Notice for ending maternity leave**

You may take your full period of maternity leave entitlement and return to work at the end of the additional leave period without having to provide notice.

If you wish to return to work earlier than the end of your additional maternity leave period, you must give at least eight weeks' notice in writing to your line Manager confirming the date on which you intend to return.

If you have notified the company of an early return date, but subsequently change your mind about returning to work on this date, you must give notice in writing to your line Manager at least eight weeks before the earlier of the date on which you intend to return and the date on which you had previously given notice to return.

### **Returning to work after maternity leave**

You have the right to resume working in the same job and on the same terms and conditions if returning to work from a period of ordinary maternity leave. If you have taken a period of additional maternity leave, you have the right to return to the same job wherever possible. However, if this is not reasonably practicable, we will offer you a suitable alternative job on terms and conditions that are no less favourable.

We will write to you as the end of your maternity leave approaches to remind you of your expected date of return and the arrangements for your first day back.

We recognise that returning to work from maternity leave after a significant period of time away from work can be challenging. We will take steps to ensure that your return to work is as smooth as possible and work will be handed back to you on a gradual basis.

If you decide that you do not wish to return to work, you must give written notice of resignation as soon as possible in accordance with the terms of your contract of employment.

### **Requests for flexible working**

If, following a period of maternity leave, you feel that you would benefit from a change to your working arrangement, you should make a request for flexible working in accordance with our flexible working requests policy. Although we will take all reasonable steps to accommodate a request for flexible working, the full range of flexible working options may not be appropriate for all jobs across all areas of the company.

### **Shared parental leave**

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

Further information can be provided upon request.

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## **Paternity Leave & Pay**

### **Entitlement to paternity leave (birth)**

You can take paternity leave for the purpose of caring for the child or supporting the child's mother if:

- you are employed by the Company,
- you are the child's biological father and have or expect to have responsibility for the child's upbringing; or
- you are the spouse, civil partner, or partner of the child's mother and have or expect to have the main responsibility (apart from the mother) for the child's upbringing.

To exercise your right to take paternity leave in a birth situation, you must comply with the notification procedure set out below.

### **Entitlement to paternity leave (adoption)**

You can take paternity leave for the purpose of caring for the adopted child or supporting the child's adopter if:

- you are employed by the Company at the end of the week in which the child's adopter is notified of being matched for adoption (or received the official notification for adoptions from overseas); and
- you are the spouse, civil partner, or partner of the child's adopter, and have or expect to have the main responsibility (apart from the adopter) for the child's upbringing.

If you are one of a couple jointly adopting a child, only one of you will be entitled to take adoption leave and the other parent may elect to take a period of paternity leave, provided that the relevant qualifying conditions are met.

You are not entitled to take paternity leave if you have taken paid time off to attend an adoption appointment in respect of the same child.

To exercise your right to take paternity leave in an adoption situation, you must comply with the notification procedure set out below.

### **Amount of paternity leave you can take**

You can take up to two weeks' paternity leave. You do not have to take your leave in one single period, but the leave must be booked in blocks of at least one week.

This means that you can take the leave in one single block of one week, one single block of two weeks, or two separate blocks of a week each.

A week of paternity leave is the same duration as your normal working week.

You can take only two weeks' paternity leave per pregnancy or adoption, even if more than one child is born as a result of the pregnancy or more than one child is placed under the same adoption arrangement.

## Timing of paternity leave

You can start your paternity leave on any day from the child's birth, but it must end within 52 weeks of the birth (or the expected week of childbirth if the child is born early).

In the case of an adopted child, the 52-week period runs from the date on which the child was placed for adoption with the adopter (or the child's entry into Great Britain for adoptions from overseas).

If you wish to take shared parental leave, you can do so before or after your paternity leave.

## Notice to take paternity leave (birth)

Before you can take paternity leave, you will need to give your line Manager notice in writing, at least 15 weeks before the expected week of childbirth, of:

- the expected week of childbirth; and
- your declaration confirming that you meet the eligibility requirements to take paternity leave.

You should submit your notice and declaration using: *Form to provide notice of entitlement to paternity leave available* from the line Manager.

## *Period of leave notice (birth)*

For each occasion that you wish to take a period of paternity leave, you must give your line Manager further notice in writing of:

- when you want to start your leave (you can choose to take this in one single block or two separate blocks);
- whether you wish to take one or two weeks' leave; and
- your declaration that the purpose of the leave is to care for the child or support the child's mother.

You have three options for when to start a period of paternity leave:

- **On the date of your child's birth:** Your period of leave notice should be received by us at least 28 days before the first day of the expected week of childbirth.
- **A set number of days after your child's birth:** Your period of leave notice should be received by us at least 28 days before the date falling that set number of days counted from the first day of the expected week of childbirth.
- **On a predetermined date (which has to be no earlier than the first day of the expected week of childbirth):** Your period of leave notice should be received by us at least 28 days before that predetermined date.

You should submit your notice of leave and declaration using *Form to provide period of leave notice to take paternity leave* available from the line Manager.

## Notice to take paternity leave – adoption (UK and overseas)

For paternity leave connected to adoption, please liaise with the line Manager.

## **Late notice**

If extenuating circumstances mean that it is not possible for you to meet the deadlines for giving notice as set out in this policy, we will accept later notice than this. Examples of extenuating circumstances include if you have been absent from work on sick leave or if a pregnancy is discovered very late.

In these circumstances, you should let us know that you would like to take paternity leave as soon as you reasonably can.

If there are no extenuating circumstances, you will be unable to take paternity leave. However, we will discuss other options with you, including you and your partner switching to shared parental leave, you taking annual leave, or you taking unpaid ordinary parental leave.

## **Changing your paternity leave plans**

If you have submitted a period of leave notice but wish to cancel or vary the timing of your paternity leave, you must inform your line Manager at least 28 days before the original date stated in your period of leave notice, or the revised start date, whichever is earlier.

## **Paternity pay**

Statutory paternity pay is payable during your paternity leave period, provided that you are entitled to it.

The rate of statutory paternity pay is set by the Government for the relevant tax year, or at 90% of your average weekly earnings (whichever is lower).

You will qualify for statutory paternity pay if:

- you are entitled to take paternity leave;
- your average weekly earnings are not less than the lower earnings limit for national insurance contributions.
- you remain in continuous employment with us on the date the child is born (in a birth situation), is placed for adoption (for adoptions within the UK) or entered Great Britain (for adoptions from overseas); you have complied with the relevant notice and evidential requirements and are able to provide the declarations as set out in this policy; and
- you confirm when you wish to start receiving statutory paternity pay within the relevant Form to provide period of leave notice to take paternity leave.

## **Further information**

We may ask you to confirm the date of the child's birth, placement for adoption or entry into Great Britain if you have not already provided this information. You must respond to our request within 28 days, or as soon as is reasonably practicable.

## **Your rights during paternity leave**

During paternity leave, all the terms and conditions of your contract except normal pay will continue. Your pay will be replaced with statutory paternity pay if you are eligible for it. However, other benefits such as holiday entitlement will continue to accrue and pension contributions will continue to be paid.

## **Returning to work after paternity leave**

Following your paternity leave, you generally have the right to resume working in the same job as before on terms and conditions that are no less favourable than the terms that would have applied had you not been absent. Your continuity of employment is not affected.

## **Time off for antenatal appointments**

If you have a qualifying relationship with a person who is pregnant, you have a statutory right to take unpaid time off to accompany that person at up to two antenatal appointments.

This could be you if you are the spouse or civil partner of the pregnant person, or you could be living with the pregnant person in an enduring family or if you are the biological parent of the expected child.

To make a request for time off to accompany someone to an antenatal appointment, you will need to contact your line Manager.

The antenatal appointment must be made on the advice of a registered medical practitioner, midwife or nurse. The right to time off work is limited to a maximum of six-and-a-half hours for each appointment.

You should give your line Manager as much notice as possible of when you need the time off for the antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day.

## **Time off to attend adoption appointments**

If you are adopting a child jointly, one of you can elect to take paid time off to attend up to five adoption appointments. The other adoptive parent is entitled to take unpaid time off to attend up to two adoption appointments.

The parent who takes paid time off is not entitled, later on, to take paternity leave in respect of the child.

To make a request for time off to attend an adoption appointment, contact your line Manager.

The appointment must have been arranged by or at the request of the adoption agency. The right to time off work is limited to a maximum of six-and-a-half hours for each appointment.

You should give your line Manager as much notice as possible of when you need the time off for the adoption appointment and, wherever possible, arrange them as near to the start or end of the working day as possible.

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## **Flexible Working**

We believe that flexible working can increase employee motivation, promote work-life balance, enrich employee wellbeing and improve performance and productivity.

This policy sets out our approach to flexible working requests under the statutory procedure.

### **Eligible employees**

All employees have the statutory right to request flexible working. Under the statutory procedure, you can make two requests in every 12-month period. If you have submitted a flexible working request, you must wait until that one has been considered and any appeal has been dealt with, before submitting another.

### **Making a request for flexible working**

A request for flexible working could include a change to the number of hours that you work, a change to the pattern of hours you work, a request to job share or a request to perform some or all of the work from home.

All requests must be made by filling in our form for submitting a flexible working request, which is available via the intranet. This should be submitted to the line Manager.

Any request made under this policy must include:

- the date of the request;
- the changes that you are seeking to your terms and conditions of employment;
- the date on which you would like the change to come into effect;
- a statement that this is a statutory request;
- if and when you have made a previous application for flexible working; and
- if you have made a previous request, when you made that application.

If your request does not contain all the required information, you will be asked to resubmit it with the necessary additional information. Any request that is incomplete or contains errors will not be automatically rejected.

### **Timescales**

Once you submit your flexible working request, it will be dealt with as soon as possible. However, all requests will be dealt with within two months, from receipt of the request to notification of any appeal decision.

The timescales within this policy may be extended where this is mutually agreed.

### **Consultation meeting**

Your line Manager will arrange a consultation meeting to discuss your flexible working request. The consultation meeting will be held as soon as possible of receiving your request.

You may, if you wish, ask a fellow worker or a trade union official to attend the meeting with you.

The consultation meeting is an opportunity for you to explain how the proposed working arrangements would benefit you and for us to consider and discuss any alternative flexible working options that may be available and suitable for you and the company.

At the consultation meeting, we urge you to be as open as possible about your needs so that we are able to engage in a constructive discussion about what is feasible.

### **Considering your request**

After the meeting, your line Manager will consider your proposed flexible working arrangements carefully, weighing up:

- the potential benefits to both you and the company; and
- any adverse impact of implementing the changes.

Each request will be considered on a case-by-case basis - agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to their working patterns.

### **Notifying you of the decision**

You will be informed in writing of the decision as soon as is reasonably practicable after the meeting.

### **Where your request is granted**

Your request may be granted in full or in part. For example:

- we may propose a modified version of your request;
- your request may be granted on a temporary basis; or
- you may be asked to try the flexible working arrangement for a trial period.

Where your request is granted in full or in part, your line Manager will meet with you to discuss how and when the changes might be implemented.

Any changes to your terms and conditions of employment, whether permanent or temporary, will be put in writing and sent to you as an amendment to your contract of employment.

### **Reasons for rejecting a request**

While we are committed to encouraging flexible working patterns, we need to remain realistic. In some cases, it may not be possible for us to accommodate a request because of:

- the burden of additional costs;
- an inability to reorganise work among existing employees;
- an inability to recruit additional employees;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet customer demand;
- insufficient work for the periods the employee proposes to work; and
- a planned structural change to the business.

We will not reject your request for any other reason.

### **Your right to appeal**

You have the right to appeal if your request for flexible working is rejected or only agreed in part.

Your appeal should be sent in writing to the line Manager within 5 working days of receiving our decision. Your letter should set out the grounds on which you are appealing. An appeal meeting, where possible with an individual who did not make the original decision, will be held within 10 days of receipt of your appeal.

You may, if you wish, ask a fellow worker or a trade union official to attend the appeal meeting with you.

Following the appeal meeting, the relevant Manager will inform you in writing, usually within 7 working days, of the outcome. The outcome of the appeal is final.

### **Treating your application as withdrawn**

If you fail to attend, without good reason, both the first and second meeting to discuss your application, or both the first and second meeting to discuss your appeal, we will treat your application as withdrawn.

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## **Carers Leave Policy**

This policy sets out the statutory right of employees to carer's leave to provide or arrange care for a dependant with a long-term care need, and other support that we offer to combine work with care.

We recognise the challenges that carers face while trying to balance the demands of caring, work, and looking after their own health. As a company, we are committed to doing what we can to help to ensure that the health and wellbeing of employees with caring responsibilities is looked after.

### **Being a carer**

A carer is anyone with caring responsibilities who provides care, assistance and support to any other individual who may be seriously ill or unable to care for themselves.

Carers might find it difficult to distinguish their caring role from the personal relationship they have with the individual they are caring for, be it a relationship with a spouse, civil partner, child, parent, or friend. Therefore, some employees may not immediately identify themselves as a carer.

The activities that carers undertake are wide ranging, including but not limited to:

- help with personal care;
- help with mobility;
- managing medication;
- practical household tasks;
- emotional support; and
- help with financial matters or administration.

### **Requesting support**

We recognise that caring can be unpredictable and emotionally upsetting. An employee may acquire caring responsibilities overnight or caring responsibilities may develop over time.

We realise that caring is a subject that not everyone finds it easy to talk about. However, we urge you to be as open as possible about any particular issues that you are experiencing to ensure that you are provided with the right level of support.

In particular, you are encouraged to speak to your line Manager about your caring responsibilities to explore how we can help you with any challenges that you are facing. If for any reason you are unable to approach your line Manager, you can speak to the line Manager.

Any information disclosed by you during discussions will be treated sensitively and in strict confidence.

### **Entitlement to carer's leave**

Whatever your length of service, you have a statutory right to take carer's leave to provide or arrange care for a dependant if they have a long-term care need.

In the context of statutory carer's leave, a dependant means:

- your spouse, civil partner, child or parent;
- any person who lives in the same household as you (other than as a lodger, tenant, boarder or employee); or
- any other person who would reasonably rely on you to provide or arrange care.

A dependant has a long-term care need if they:

- have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months;
- have a condition that amounts to a disability under the Equality Act 2010; or
- require care for a reason connected to their old age.

This statutory right to carer's leave applies to a wide range of caring situations, but excludes general childcare, except where your child meets the definition of a dependant with a long-term care need.

### **Amount of carer's leave you can take**

The amount of carer's leave that you can take is up to one week in any 12-month rolling period. A week of carer's leave is the same duration as your normal working week.

You can take the leave in one continuous block, as individual days, or as half days.

If you are caring for more than one dependant, you do not have a separate entitlement to carer's leave for each dependant.

### **Notice to take carer's leave**

If you need to take carer's leave, you should submit your notice using *Form for employee to request carer's leave* available from the HR department. This form contains a declaration that will need to be signed by you.

We ask that you give as much notice as possible when requesting carer's leave so that we can plan for your absence. In any event, you must give notice in advance that is either twice the number of working days that you wish to take as carer's leave, or three days, whichever is earlier.

All carer's leave must be approved in advance by your line Manager.

### **Pay during carer's leave**

You do not have a statutory right to be paid during carer's leave. Therefore, any leave taken as carer's leave is unpaid.

While sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement continues to accrue. Pension contributions will continue to be paid.

### **Postponing your carer's leave**

While every effort will be made to meet your request, we may postpone a period of carer's leave if we consider that your absence will disrupt the operation of our business.

If a decision is taken to postpone your leave, your line Manager will consult with you to find an alternative leave period within one month of the carer's leave period original requested.

Your line Manager will write to you within seven days of receiving your notice, clarifying the reason for the postponement and the revised dates on which the carer's leave can be taken.

### **Cancelling your carer's leave**

You can cancel your carer's leave and take it at a different time as long as you let your line Manager know before your leave has started.

You cannot cancel any carer's leave that has already begun.

### **Returning to work after carer's leave**

Following your carer's leave, you have the right to resume working in the same job as before on terms and conditions that are no less favourable than the terms that would have applied had you not been absent. Your continuity of employment is not affected.

### **Our commitment to you**

You have the right not to be subjected to any detrimental treatment (including being unfairly penalised, disciplined or dismissed) because you have taken, sought to take, or made use of the benefits of carer's leave.

If you are told not to take or request carer's leave, or you believe that you have been subjected to detrimental treatment because you have taken or requested carer's leave, you should report the matter to the line Manager.

Any such behaviour will not be tolerated and will be treated as a disciplinary offence.

### **Other types of leave**

The statutory right to carer's leave is intended to be for planned and foreseen caring commitments. If you need to take time off to manage an unexpected or sudden problems relating to a dependant and make any necessary longer-term caring arrangements, please see our Time off for dependants policy.

We recognise that you may need a longer period of time off work that goes beyond your statutory entitlement to carer's leave under this policy. In such cases, we may agree for you to take the time off work as annual leave.

## Requesting flexible working

We realise that flexible working can help navigate the challenges of caring while also working.

If you feel that you would benefit from a permanent change to your working arrangements to help balance your work and caring responsibilities, we encourage you to look at our Flexible working requests policy.

We appreciate that the option to work flexibly on a temporary (rather than permanent) basis may be enough for you to balance work and your caregiving responsibilities. This could include working from home, hybrid working or changing your start and finish times.

If you feel that you would benefit from a temporary change to your working arrangement on an ad hoc basis, you should discuss and agree these with your line Manager.

## External sources of help

There are various organisations that provide help and support to carers, including:

- [Carers UK](#), which provides help and advice for carers on employment rights, benefits and tax credits, assessments, and other practical matters for carers;
- the [NHS website](#), which provides a wealth of information and advice for carers;
- [Grace Care Consulting](#), which provides advice and support on care, special needs and neurodiversity; all needs and neurodiversity.
- [Age UK](#) and [Independent Age](#), which offer information and support to anyone providing informal unpaid care to an older person through a range of local services;
- [Contact a Family](#), which provides support, advice and information to families with disabled children; and
- [Carers Trust](#), which works with other organisations to provide access for carers to breaks, information, advice, education, training and employment opportunities.

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## Family Emergencies | Time off for Dependants

The law recognises and we respect that there will be occasions when you will need to take time off work to deal with unexpected events involving one of your dependants.

This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.

### How much time off can be taken?

The right to time off for dependants will, in most cases, be one or two days. You must actively seek alternative longer-term arrangements for the care of a dependant as soon as possible after the emergency occurs. If you are unable to make alternative arrangements, you must contact your line Manager and explain why further absence is required. A discussion will be had with you to agree any further time off and identify the category of time it will be processed as.

If you know well in advance that you wish to take time off to care for a dependant yourself, rather than arrange for someone else to do so, this policy will not apply.

### The right to reasonable unpaid time off

All employees have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- make longer-term care arrangements for a dependant who is ill or injured;
- take action required in consequence of the death of a dependant;
- deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant; and/or
- deal with an unexpected incident involving their child during school hours (or those of another educational establishment).

**A dependant for the purposes of this policy is:**

- an employee's spouse, civil partner, parent or child;
- a person who lives in the same household as the employee, but who is not their tenant, lodger, boarder or employee;
- any other person who would reasonably rely on you for assistance if they fall ill or are injured or assaulted, or who would rely on you to make arrangements for the provision of care in the event of illness or injury; or
- in relation to the disruption or termination of care for a dependant, any other person who reasonably relies on you to make arrangements for the provision of care.

Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

**Requesting time off for dependants**

If you need to take time off for dependants, you should contact your line Manager at the earliest opportunity. If you become aware of an emergency situation while at work, you should immediately speak to your line Manager about leaving work early. You should explain:

- the reason for the absence; and
- how long you expect to be absent from work.

If your line Manager is unavailable, you must speak to an equivalent or more senior Manager who will share the information with your line Manager.

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**Compassionate Leave**

Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.

We may exercise our discretion to grant a period of compassionate leave in respect of parents, spouses, grandparents and children, depending on the circumstances of each case.

We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your line Manager or a Director. You should tell them the reasons for your request and the number of days leave you would like to take.

Where it is not possible to request leave in advance you should contact your line Manager or a Director as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Another person can do this on your behalf if necessary.

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### **Jury Service**

Employees who are summoned to participate in jury service must show their jury summons to their line Manager and inform us of the dates that they wish to take time off to attend the Court.

If the jury service is likely to last for a longer period than expected, the employee must notify us of how long they expect to be away from work and keep in regular contact with their line Manager throughout.

The employee must claim net loss of earnings from the Court, together with any other expenses incurred.

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### **Adverse Weather & Travel Disruption Policy**

This policy applies where it becomes impossible or dangerous for employees to travel in to work because of:

- extreme adverse weather such as heavy snow;
- industrial action affecting transport networks; or
- major incidents affecting travel or public safety.

On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.

#### **Travelling to work**

You should make a genuine effort to report for work at your normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

If you are unable to attend work on time or at all, you should telephone your line Manager or a Director before your normal start time on each affected day.

If you are unable to attend the office, you should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, you should report this to your line Manager or a Director and attend work unless told otherwise.

If you are absent from work due to extreme weather or other disruptions to travel, you are not entitled to be paid for the time lost.

Absence can be treated in a variety of ways. You should discuss your preference with your line Manager, who retains overall discretion in the matter. A number of options are set out below:

- Treating the absence as annual leave.
- Making up the lost hours within a reasonable time.
- Treating the absence as special unpaid leave.

## **School closures and other childcare issues**

Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder.

In case such as these where childcare arrangements have been disrupted, you may have a statutory right to reasonable time off without pay. For further information, see our Time Off for Dependants Policy

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## **CCTV**

This policy sets out how the company's approach to the use of CCTV in the workplace affects employees. Where reference is made to CCTV, this includes footage of images and recording of audio.

Cameras are located throughout the company premises externally to cover the car park and immediate vicinity of the outside of the premises. Using CCTV is necessary for the company's legitimate interests. Cameras are installed for the purpose of detecting and preventing crime or serious misconduct by employees. CCTV is also for the protection of lone workers. Additionally, the company has microphones installed in the loading bay.

### **Purpose of CCTV**

The company use of CCTV is not implemented for the purpose of monitoring the work of employees or finding out whether or not they are complying with the company's policies and procedures. However, the company reserve the right to, where it is deemed a necessary and proportionate way of dealing with a problem relating to employee performance to use the recorded images and live recordings for that very purpose.

The company will ensure that all cameras are set up in a way that ensures that there is minimal intrusion of employee privacy, and that any intrusion is fully justified.

In areas of surveillance, signs will be displayed prominently to inform employees that CCTV is in use.

The company is also required to use CCTV given the nature of the operations as such it extends beyond just monitoring employees, this is further required by our insurance company.

### **Limits on use of CCTV**

CCTV will not be operated in toilets or private offices unless this is necessary for the investigation of a serious crime or there are circumstances in which there is a serious risk to health and safety or to the operation of the business. CCTV will be used in this way only where it is a proportionate means of achieving the aim in the circumstances.

Covert CCTV will only ever be set up for the investigation or detection of crime or serious misconduct. The use of covert CCTV will be justified only in circumstances where the investigator has a reasonable suspicion that the crime or serious misconduct is taking place and where CCTV use is likely to be a proportionate means of securing evidence. Any covert recording will be strictly time limited.

### **Evidence from CCTV footage**

CCTV evidence may be used against an employee in disciplinary proceedings only where such evidence tends to show, in the reasonable belief of the Employer, that he or she has been guilty of serious misconduct. The employee will be given a chance to see and respond to the images in these circumstances.

## Storage of CCTV footage

Images from CCTV footage will be securely stored and only authorised personnel will have access to them. However, information would normally be shared only in this way if the company has reason to believe that a criminal offence or serious misconduct has occurred.

The images will be retained only long enough for an incident to come to light and any investigation to be conducted. In normal circumstances, CCTV footage will be securely deleted after 31 days.

Employees whose images are recorded have a right to view images of themselves and to be provided with a copy of the images. Making such a request should provide the company with a photograph or a description of themselves, together with the relevant time and date of the image, so that they may be easily identifiable.

Employees will be allowed access to such images within one month of the request, although in some cases, particularly where large amounts of data is processed, that time period may be extended to three months.

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## Anti-Corruption & Anti-Bribery Policy

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

### The purpose of this policy is to:

- set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
- provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

### The Bribery Act 2010

The company is committed to complying with the Bribery Act 2010 in its business activities in the UK and overseas. Under the Bribery Act 2010, a bribe is a financial or other type of advantage that is offered or requested with the:

- intention of inducing or rewarding improper performance of a function or activity; or
- knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity.

A person **acts improperly** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

An **advantage** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

A criminal offence will be committed under the Bribery Act 2010 if:

- an employee or associated person acting for, or on behalf of, the company offers, promises, gives, requests, receives or agrees to receive bribes; or

- an employee or associated person acting for, or on behalf of, the company offers, promises or gives a bribe to a foreign public official with the intention of influencing that official in the performance of his/her duties (where local law does not permit or require such influence); and
- the company does not have the defence that it has adequate procedures in place to prevent bribery by its employees or associated persons.

This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors or sub-contractors, agents or sub-agents, sponsors or sub-sponsors, joint-venture partners, advisors, customers, suppliers or other third parties.

All employees and associated persons are required to comply with this policy, in accordance with the Bribery Act 2010.

**Corruption** is the abuse of entrusted power or position for private gain.

### **What you must not do**

It is not acceptable for you (or someone on your behalf) to:

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
- accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it will provide a business advantage for them or anyone else in return;
- offer or accept a gift to or from government officials or representatives, or politicians or political parties;
- threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- engage in any activity that might lead to a breach of this policy.

### **Gifts, hospitality and expenses**

This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- establishing or maintaining good business relationships;
- improving or maintaining our image or reputation; or
- marketing or presenting our products and/or services effectively.

You are prohibited from accepting a gift from or giving a gift to a third party without the company's prior consent.

The gifts and entertainment policy is available upon request, due to the nature of the business.

## **Your responsibilities**

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify your line Manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.

## **How to raise a concern**

You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.

If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify a Director.

## **Protection**

Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern.

Any recruitment fees charged to workers to secure employment, whether directly for the company or for one of its suppliers or sub-contractors, are also strictly prohibited. Payments to facilitate employment are not paid in the United Kingdom and are not tolerated by the company anywhere in its supply chain. There is clear evidence of links between recruitment fees and slavery and forced labour.

If you believe that you have suffered any such treatment, you should inform your line Manager or a Director immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

## **Record Keeping**

All accounts, receipts, invoices and other documents and records relating to dealings with third parties must be prepared and maintained with strict accuracy and completeness.

No accounts must be kept "off the record" to facilitate or conceal improper payments.

## **Sanctions for Breach**

A breach of any of the provisions of this Policy will constitute a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the gravity of

the offence, it may be treated as gross misconduct and could render the employee liable to summary dismissal.

As far as associated persons are concerned, a breach of this Policy could lead to the suspension or termination of any relevant contract, sub-contract or other agreement.

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## **Whistleblowing Policy – Making a Disclosure in the Public Interest**

Our company strives to achieve and maintain an open business climate and high business ethics. Our employees are our most important source of insight for revealing possible misconduct that needs to be corrected.

Our whistleblowing service offers a possibility to report suspicions of misconduct in confidence. It is an early warning system to reduce risks and an important tool to foster high business ethics and maintain customer and public trust in our business. Whistleblowing can be made openly or anonymously.

The purpose of the Whistleblowing guidelines is to encourage employees to report matters without any risk of subsequent victimisation, discrimination or disadvantage, as well as to ensure an appropriate investigation process.

It is important to the business that any fraud, misconduct or wrongdoing by employees or associates of the company is reported and properly dealt with. The company therefore encourages all individuals to raise any concerns that they may have about the conduct of others in the business or the way in which the business is run. This policy sets out the way in which individuals may raise any concerns that they have and how those concerns will be dealt with.

### **Background**

The law provides protection for workers which includes our employees, who raise legitimate concerns about specified matters. These are called "qualifying disclosures". A qualifying disclosure is one made in the public interest by a worker who has a reasonable belief that:

- A criminal offence;
- A miscarriage of justice;
- An act creating risk to health and safety;
- An act causing damage to the environment;
- A breach of any other legal obligation; or
- Concealment of any of the above;

is being, has been, or is likely to be, committed. It is not necessary for the worker to have proof that such an act is being, has been, or is likely to be, committed - a reasonable belief is sufficient. The worker has no responsibility for investigating the matter - it is the company's responsibility to ensure that an investigation takes place.

An employee who makes such a protected disclosure has the right not to be dismissed, subjected to any other detriment, or victimised, because they have made a disclosure.

The company encourages employees to raise their concerns under this procedure in the first instance. If an employee is not sure whether or not to raise a concern, they should discuss the issue with their line Manager.

## Principles

- Everyone should be aware of the importance of preventing and eliminating wrongdoing at work. Workers should be watchful for illegal or unethical conduct and report anything of that nature that they become aware of.
- Any matter raised under this procedure will be investigated thoroughly, promptly and confidentially, and the outcome of the investigation reported back to the worker who raised the issue.
- No employee will be victimised for raising a matter under this procedure. This means that the continued employment and opportunities for future promotion or training of the worker will not be prejudiced because they have raised a legitimate concern.
- Victimisation of an employee for raising a qualified disclosure will be a disciplinary offence.
- If misconduct is discovered as a result of any investigation under this procedure the company's disciplinary procedure will be used, in addition to any appropriate external measures.
- Maliciously making a false allegation is a disciplinary offence.
- An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a line Manager, employees should not agree to remain silent. They should report the matter to a Director.

## Procedure

This procedure is for disclosures about matters other than a breach of an employee's own contract of employment. If an employee is concerned that their own contract has been, or is likely to be, broken, they should use the company's grievance procedure.

If you have discovered any concerns as described above please do not hesitate to raise these your line Manager. You may be required to make a witness statement as part of an investigation to assist in identifying the required facts, potentially you may also be required to attend any subsequent disciplinary hearing also in the capacity of a witness.

The company will act as quickly as it possibly can to identify any wrongdoing and gather the evidence necessary to pursue and deal with your concerns in a fair and reasonable manner. If you are not satisfied that your concern is being properly dealt with by the investigating officer, you have a right to raise it in confidence with the Managing Director.

If on conclusion of the above stages you reasonably believe that the appropriate action has not been taken, you should report the matter to the proper authority. The legislation sets out a number of bodies to which qualifying disclosures may be made. These include:

- HM Revenue & Customs
- the Financial Conduct Authority (formerly the Financial Services Authority)
- the Competition and Markets Authority
- the Health and Safety Executive
- the Environment Agency
- the Independent Office for Police Conduct
- the Serious Fraud Office

Failure to report serious matters can also be investigated and potentially lead to disciplinary action which may result in dismissal.

### **Raising a whistleblowing concern**

We hope that in many cases you will be able to raise any concerns with your line manager or a Director. You may tell them in person or put the matter in writing if you prefer. To do this you can use the Confidential Report Form (which is attached to the feedback box) and either give it to your line manager or a Director OR put the form into the feedback box.

They may be able to agree a way of resolving your concern quickly and effectively. In some cases, they may refer the matter to a Director.

We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy.

Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

### **Confidentiality**

We hope that staff will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to the Director and appropriate measures can then be taken to preserve confidentiality.

### **If you are not satisfied**

While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy you can help us to achieve this.

If you are not happy with the way in which your concern has been handled, you can raise it with a Director.

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## **Inventions and Intellectual Property**

The definitions in this clause apply in this policy:

**Intellectual Property Rights:** patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Inventions:** inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

You are required to give the company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by you at any time during the course of your employment by the company which relate to, or are reasonably capable of being used in, the business of the company. You are required to acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the company absolutely. To the extent that they do not vest automatically, you hold them on trust for the company. You agree promptly to execute all documents and do all acts as may, in the opinion of the company, be necessary to give effect to this policy.

You hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in this policy.

You irrevocably appoint the company to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for the company to obtain for itself or its nominee the full benefit of this policy. A certificate in writing, signed by any Director of the company, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

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## **Expenses**

We will reimburse expenses reasonably and properly incurred in the course of your employment. Any expenses claimed must evidence by VAT receipts or other appropriate evidence. Where a single expense is likely to exceed £100, you should obtain authorisation from your line Manager before incurring the expense. Failure to do so may mean the company will not reimburse you.

Meals and mileage will be reimbursed at the company's approved rate which will be published in the office and updated from time to time.

**Warning:** Payment of your expense claims will be delayed or withheld if not properly substantiated. Fraudulent claims may result in your dismissal.

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## **Social Media Policy**

### **Definition of social media**

For the purposes of this policy, social media is any online platform or app that allows parties to communicate instantly with each other or to share data in a public forum. This includes social forums such as X, Facebook and LinkedIn. Social media also covers blogs and video and image-sharing websites such as YouTube.

Employees should be aware that there are many more examples of social media than can be listed here and this is a constantly changing area. Employees should follow these guidelines in relation to any social media that they use.

### **Use of social media at work**

Employees are not permitted to use the company's devices at any time to access social media unless authorised to do so in the course of their duties.

The company understands that employees may wish to use their own computers or devices to access social media while they are at work. Employees must limit their use of social media on their own equipment to their official rest breaks such as their lunch break or when they are between jobs/appointments, for example travelling times when they are not on duty on the site where they are working.

### **Excessive use of social media at work**

Employees should not spend an excessive amount of time while at work using social media. They should ensure that use of social media does not interfere with their other duties. This is likely to have a detrimental effect on employees' productivity. Any use of social media during working time may render you subject to the disciplinary procedure.

### **Monitoring use of social media during work time**

The company reserves the right to monitor employees' use of social media on the company's equipment. The company considers that valid reasons for checking an employee's internet usage include suspicions that the employee has:

- been using social media when they should be working; or
- acted in a way that is in breach of the rules set out in this policy.

Monitoring is in the company's legitimate interests and is to ensure that this policy on use of social media is being complied with. Monitoring will consist of checking the social media sites that an employee has visited, the duration of such visits and the content that the employee has contributed on such sites.

Any member of employees suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

Monitoring will normally be conducted by the company's IT department, Directors of the business and if relevant, Managers. The information obtained through monitoring may be shared internally, including with an employee's line Manager, Managers in the business area in which the employee works, IT employees if access to the data is necessary for performance of their roles and external HR. However, information would normally be shared in this way only if the company has reasonable grounds to believe that there has been a breach of the rules set out in this policy.

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).

Employees have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in the company's data protection policy. If employees believe that the company has not complied with their data protection rights, they can complain to the Information Commissioner.

Employees must be aware at all times that, while contributing to the company's social media activities, they are representing the company. Employees who use social media as part of their job must adhere to the following rules.

Employees should use the same safeguards as they would with any other form of communication about the company in the public sphere. These safeguards include:

- making sure that the communication has a purpose and a benefit for the company;
- obtaining permission from a line Manager before embarking on a public campaign using social media; and
- getting a colleague to check the content before it is published.

Any communications that employees make in a professional or personal capacity through social media must not:

- Bring the company into disrepute, for example by:
  - criticising or arguing with customers, colleagues or rivals;
  - making defamatory comments about individuals or other organisations or groups;  
or
  - posting images that are inappropriate or links to inappropriate content;
- Breach confidentiality, for example by:
  - giving away confidential information about an individual (such as a colleague or customer contact) or company (such as a rival business); or
  - discussing the company's internal workings (such as deals that it is doing with a client or its future business plans that have not been communicated to the public);
- Breach copyright, for example by:

- using someone else's images or written content without permission;
- failing to give acknowledgement where permission has been given to reproduce something; or
- Do anything that could be considered discriminatory against, or bullying or harassment of, any individual, for example by:
  - making offensive or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age;
  - using social media to bully another individual, such as an employee of the company; or
  - posting images that are discriminatory or offensive.

**It is expressly forbidden to upload any images or video to any social media platform including Facebook, X and YouTube that are in anyway connected either directly or indirectly to the company, its employees or its customers/clients or that can identify the company.**

Please remember any postings you make to social media are never truly private.

You should be aware that blogs and social networking posts may create documents which the courts can order to be disclosed for use in litigation. Consequently, you will be assumed to have written any contentious items unless you can prove definitively that you have not done so.

#### **Disciplinary action over social media use**

Employees may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

All employees are required to adhere to this policy. Employees should note that any breaches of this policy may lead to disciplinary action. Serious breaches of this policy, for example incidents of bullying of colleagues or social media activity causing serious damage to the company, may constitute gross misconduct and lead to summary dismissal.

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#### **Communications or Statements to the Media**

Only a Director is authorised to make communications/statements to the public or media, or to authorise another employee to make such communications.

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#### **Information and Communications Systems Policy**

Our electronic communications systems and equipment are intended to promote effective communication and working practices within our organisation, and are critical to the success of our business. This part of our handbook deals mainly with the use (and misuse) of computer equipment, e-mail, the internet, telephones, mobile phones, personal digital assistants (PDAs) and voicemail, but it applies equally to the use of fax machines, copiers, scanners, CCTV, and electronic key fobs and cards. It outlines the standards we require users of these systems to observe, the circumstances in which we will monitor use of these systems and the action we will take in respect of breaches of these standards.

All employees are expected to protect our electronic communications systems and equipment from unauthorised access and harm at all times. Failure to do so may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

### **Equipment security and passwords**

Employees are responsible for the security of the equipment allocated to or used by them, and must not allow it to be used by anyone other than as permitted by this handbook.

If given access to the e-mail system or to the internet, employees are responsible for the security of their terminals. If leaving a terminal unattended or on leaving the office they should ensure that they lock their terminal or log off to prevent unauthorised users accessing the system in their absence. Employees without authorisation should only be allowed to use terminals under supervision.

Passwords are unique to each user and must be changed regularly to ensure confidentiality. Passwords must be kept confidential and must not be made available to anyone else unless authorised. For the avoidance of doubt, on the termination of employment (for any reason) employees must provide details of their passwords to and return any equipment, key fobs or cards.

Employees who have been issued with a laptop, PDA or mobile phone must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. Employees should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

### **Software packages**

When using any of the company's software packages, the following specific rules should be observed:

Any passwords for access to the system are confidential and must not be revealed to other employees.

Information which is of a confidential nature should not be disclosed to third parties or within the company other than in the performance of your normal duties, unless there has been authorisation.

You should not download, make copies, print off or transmit electronically any information on the system which is confidential and which is strictly not necessary for the performance of your duties, unless there has been authorisation by a Director.

You should not disclose information obtained from such system otherwise in accordance with the normal carrying on of your job duties for the company.

You should not attempt to access the system remotely outside of the office, unless there has been authorisation by a Director.

You must return any information obtained from such systems immediately on request and on the termination of your employment.

You must not store any data or information obtained from our systems on any personal computer, USB flash drive, MP3 or similar device, PDA or telephone.

The company reserves the right to access and monitor the computer network systems.

### **Systems and data security**

Employees should not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming our business or exposing it to risk.

Employees should not download or install software from external sources without authorisation. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked before they are downloaded. If in doubt, employees should seek advice from their line Manager or a Director.

No device or equipment should be attached to our systems without the prior approval of a Director. This includes any USB flash drive, MP3 or similar device, PDA or telephone. It also includes use of the USB port, infra-red connection port or any other port.

You should exercise caution when opening e-mails from unknown external sources or where, for any reason, an e-mail appears suspicious (for example, if its name ends in .ex). Your line Manager or a Director should be informed immediately if a suspected virus is received. We reserve the right to block access to attachments to e-mails for the purpose of effective use of the system and for compliance with this part of our handbook. We also reserve the right not to transmit any e-mail message.

Employees should not attempt to gain access to restricted areas of the network, or to any password-protected information, unless specifically authorised.

Employees using laptops or wi-fi enabled equipment must be particularly vigilant about its use outside the office and take any precautions required by the company from time to time against importing viruses or compromising the security of the system. The system contains information which is confidential to our business and/or which is subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data Protection Policy.

### **E-mail etiquette and content**

E-mail is a vital business tool, and we encourage use of email at internet at work as a fast and reliable communication method with significant advantages for business. You should always ensure, though, that email is used appropriately and professionally. Messages should be concise and directed only to relevant individuals.

Employees should not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory e-mails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via e-mail should inform their line Manager or a Director.

Employees should take care with the content of e-mail messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Employees should assume that e-mail messages may be read by others and not include anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain.

E-mail messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an e-mail cannot be recovered for the purposes of disclosure. All e-mail messages should be treated as potentially retrievable, either from the main server or using specialist software.

In general, employees should not:

- send or forward private e-mails at work which they would not want a third party to read;
- send or forward chain mail, junk mail, cartoons, jokes or gossip;
- contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to those who do not have a real need to receive them;
- agree to terms, enter into contractual commitments or make representations by e-mail unless appropriate authority has been obtained. A name typed at the end of an e-mail is a signature in the same way as a name written at the end of a letter;
- download or e-mail text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
- send messages from another worker's computer or under an assumed name unless specifically authorised; or
- send confidential messages via e-mail or the internet, or by other means of external communication which are known not to be secure.

Employees who receive a wrongly-delivered e-mail should return it to the sender. If the e-mail contains confidential information or inappropriate material (as described above) it should not be disclosed or used in any way.

### **Use of the internet**

Employees should not access any web page or any files (whether documents, images or other) downloaded from the internet which could, in any way, be regarded as illegal, offensive, in bad taste or immoral. While content may be legal in the UK, it may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of our Information and Communications Systems Policy.

Employees should not under any circumstances without the express consent of a Director use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki.

### **Personal use of systems**

We permit the incidental use of internet, e-mail and telephone systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions set out below. Personal use is a privilege and not a right. It must be neither abused nor overused and we reserve the right to withdraw our permission at any time.

The following conditions must be met for personal usage to continue:

- use must be minimal and take place substantially out of normal working hours (that is, during lunch hours, before 9.00 am or after 5.30 pm);
- personal e-mails must be labelled "personal" in the subject header;
- use must not interfere with business or office commitments;

- use must not commit us to any marginal costs; and
- use must comply with the policies set out in this handbook including the Equal Opportunities Policy, Anti-harassment Policy, Data Protection Policy and Disciplinary Procedure.

Employees should be aware that personal use of our systems may be monitored and, where breaches are found, action may be taken under the disciplinary procedure. We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if we consider personal use to be excessive.

### **Monitoring of use of systems**

For business reasons, and in order to carry out legal obligations in our role as a company, use of our systems including the telephone and computer systems, and any personal use of them, may be monitored. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

We reserve the right to retrieve the contents of messages or check searches which have been made on the internet for the following purposes (this list is not exhaustive):

- to monitor whether the use of the e-mail system or the internet is legitimate;
- to find lost messages or to retrieve messages lost due to computer failure;
- to assist in the investigation of wrongful acts; or
- to comply with any legal obligation.

### **Inappropriate use of equipment and systems**

Access is granted to the internet, telephones and other electronic systems for legitimate business purposes only. Incidental personal use is permissible provided it is in full compliance with our rules, policies and procedures (including this policy, the Equal Opportunities Policy, Anti-harassment Policy, Data Protection Policy and Disciplinary Procedure).

Misuse or excessive use or abuse of our telephone or e-mail system, or inappropriate use of the internet in breach of this policy will be dealt with under our Disciplinary Procedure. Misuse of the internet can, in certain circumstances, constitute a criminal offence. In particular, misuse of the e-mail system or inappropriate use of the internet by participating in online gambling or chain letters or by creating, viewing, accessing, transmitting or downloading any of the following material will amount to gross misconduct (this list is not exhaustive):

- pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- a false and defamatory statement about any person or organisation;
- material which is discriminatory, offensive, derogatory or may cause embarrassment to others;
- confidential information about us or any of our employees or clients (which you do not have authority to access);
- any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or
- material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or line Managers involved in our Disciplinary Procedure. If necessary such information may be handed to the police in connection with a criminal investigation.

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### **Company Telephones & Mobile Phones (Company & Personal)**

The company's telephones are intended for business use only. Employees are required to keep the number of personal telephone calls limited to essential calls (whether incoming or outgoing) and also the duration.

Mobile telephones may be issued to you to assist in the performance of your duties.

Employees may be required to reimburse the company for excessive non-business calls, or calls which are outside of our normal tariff such as calls overseas, calls and data roaming whilst abroad, and premium rate calls.

Employees who choose to ignore these rules will be liable to the company for the cost of personal calls, they may in cases of persistent misuse be subject to disciplinary action.

#### **Personal mobiles**

Employees who bring mobiles into work, should ensure that they are kept switched to "silent" during working hours and are only used during authorised work breaks, except for important calls that require an immediate response.

#### **Anti-harassment**

You must be aware that certain operations that may be performed on mobile devices may breach company rules and procedures. You must understand that the sending of text messages or digital images that are or could be deemed offensive is strictly prohibited regardless of whether performed on a company or personal device.

The photographing or filming of fellow employees, customers, visitors or any member of the public without their consent may breach an individual's right to privacy and could in certain circumstances constitute harassment.

It is against the principles of this company for any person to be harassed in such way, and will not be tolerated. Any instance that comes to the company's attention will be investigated. Should you be found to have used a mobile phone in such a way you may be subject to the Disciplinary Procedure, which could include dismissal.

If you feel that you have been a victim of this form of harassment, you should bring this to the attention of your line Manager immediately.

Failure to adhere to this policy may result in formal disciplinary action being taken against you, as set out in the company's Disciplinary Procedure.

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## **Use of Private Cars for Business Purposes**

These rules apply to all employees who drive a private vehicle on company business.

Where you are required to drive for work purposes, and you are not eligible to receive a company Car, you must provide an appropriate car for use on company business as and when required to fulfil their duties to the company.

A car will be considered appropriate by the company, at the company's sole discretion, if it:

- is insured for both private & business use;
- is roadworthy, safe and maintained in accordance with manufacturers recommendations and reliable;
- is consistent with the professional image required of the employee/ company.

Employee's must provide a replacement vehicle at their own cost should their car be unavailable for any reason whatsoever.

Employees must maintain adequate breakdown cover with the AA, RAC or an equivalent organisation.

The employee is totally responsible for maintaining the car in a legal and roadworthy condition and for the safe keeping of the car and its contents.

The employee will be required to produce their Drivers Licence, Insurance Certificate, MOT certificate on request.

The employee must notify their if they are disqualified from driving or have any medical problems affecting their ability to drive that are required to be notified to the DVLA or that would prevent the employee from driving.

Payment of fines and costs arising from driving and parking offences are the responsibility of the employee.

The employee is expected to be familiar with all aspects of the traffic regulations currently in force, including the Highway Code.

The employee is also responsible for ensuring that the car complies with current Construction and Use Regulations including condition, lights, brakes, tyres etc. and for arranging that appropriate repair work be undertaken. Under no circumstances should the car be driven whilst in a defective and unsafe condition.

The employee must hold a current valid UK full driving licence.

Responsibility for the renewal of Road Fund Licences is with the employee.

Responsibility for MOT's is with the employee. Employees must ensure that an MOT test is undertaken and a certificate is obtained as necessary.

The cost of all maintenance and care of the car is the responsibility of the employee.

The employee is responsible for making regular safety and maintenance checks, including tyres, screen wash, oil, etc.

It is the responsibility of the Employee to ensure that the car is regularly serviced in accordance with the manufacturer's guidelines.

The employee is responsible for keeping the car in good order and in a clean and tidy condition.

All cars must be insured for **business** use as well as for social, domestic and pleasure. If private car drivers allow another company employee to drive their vehicle they must ensure that their insurance covers the additional driver. The company's insurance policy does not cover an employee to drive a private vehicle (i.e. one that is not owned or leased to the company).

To protect the good name of the company the car must at all times be driven in a responsible and courteous manner.

The company does not accept any responsibility for any theft of or from the car in any circumstances.

Valuable equipment such as laptops, cameras and CD's should not be left in an unattended vehicle as neither the company nor its insurers can accept liability for the loss of such equipment.

## **All Drivers**

### **Safe driving**

Under no circumstances should any vehicle be used for company business if you are aware of any factors that may affect your ability to drive safely. You must avoid doing anything whilst driving that may distract you or impair your driving ability, which can include things like eating and drinking or using a satellite navigation system.

### **Planning your journey**

When planning your journey allow sufficient time to complete your journey safely and take account of road types, weather conditions and rest breaks. Avoid scheduling meetings that may encourage you to drive too fast for the conditions or exceed the speed limit.

### **The vehicle**

On a regular basis, carry out a routine safety check on the following items;

- Lights
- Tyres
- Seat belts
- Head restraints
- Eyesight

It is the responsibility of the driver to ensure their eyesight is satisfactory. The Highway Code states, "You **MUST** be able to read a vehicle number plate, in good daylight, from a distance of 20 metres (or 20.5 metres where the old style number plate is used). If you need to wear glasses (or contact lenses) to do this, you **MUST** wear them at all times while driving."

### **Alcohol and drugs**

It is an offence to drive whilst under the influence of alcohol or certain types of drugs. If you are convicted of being in charge of a car whilst unfit by reason of alcohol or drugs and on company

duties you must inform your line Manager immediately. Driving on company business whilst under the influence of alcohol or drugs will normally be considered to be gross misconduct, which could result in dismissal.

You should not drive if you are taking a course of medicine that might impair your judgement. If in doubt, seek advice from your GP.

### **Mobile Telephones and Driving**

Any employee asked to use a car on company business is banned from the following:

- Holding a mobile telephone in their hand or between their ear and neck whilst driving.
- Holding a mobile phone, or any other electronic device, whilst driving.
- Sending text messages, video links or internet connections while driving on the road.
- Holding a mobile telephone at traffic lights or in a traffic jam while the engine is running.

The use of a mobile telephone in a vehicle is prohibited unless used with a hands free mobile telephone kit. Such a hands free kit would need to include a secure cradle for the telephone affixed to the dashboard, with a wire and an earpiece or a fully installed car kit with a speaker telephone facility.

Using a mobile telephone with a hands free kit can still distract drivers and impair safe driving ability that could result in a driver being prosecuted for driving dangerously or without due care and attention, therefore making calls should be avoided whenever possible.

The following guidelines should be adhered to:-

- Keep calls short and simple - never argue or negotiate on the move.
- Turn off your telephone and take messages when you can park safely.
- Tell callers that you are driving and may need to break off your conversation suddenly.

Save any numbers you may need into your telephone to a short dial number before starting your journey.

Any fines or penalties you may incur as a result of using a mobile telephone whilst driving are your responsibility.

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## **Environmental Policy**

The company considers itself to be environmentally aware. Our full Environmental Policy is owned by Susan Booth (Director) and is available from the company. As a summary of our objectives: Where possible we try to re-use waste paper and other items before re-cycling them.

### **Paper and Card**

For paper where possible we try to implement the following:

- Think before you print! Do you really need to print that document or make so many copies of it?
- Set your printer to print on both sides of the paper by default. It will automatically reduce the amount of paper you used and thus reduce the paper budget.
- Use recycled paper.
- Encourage employees to re-use and recycle.
- Re-use scrap paper.
- Issue documents electronically rather than in paper form.
- Cardboard boxes are gathered and stored, and then sold on for re-use.

### **Plastics and aluminum and other materials**

Re-use of these is encouraged. Where this cannot be done, waste is gathered then separated by material (i.e. plastic/ glass etc.) and deposited at the local recycling centre.

### **Fabrics and garments**

Excess/ damaged garments are de-labelled and where possible sold on. If it is not possible to sell these then they are used as cleaning cloths or deposited at the local recycling centre.

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## **Health, Safety & Welfare**

The company operates a separate Health & Safety Policy and this section should be read in conjunction with the main Policy.

We acknowledge our responsibilities under the provisions of the Health & Safety at Work Act 1974. We believe that the safety of our employees and visitors is paramount, and every reasonable precaution will therefore be taken to prevent personal injury and damage, and to protect everybody from foreseeable work hazards. We will therefore:

- provide all safety devices and protective equipment, as required by law;
- provide such information, training and supervision as needed to comply with the law;
- ensure that all means of access and exits are known to all employees and visitors;
- expect individual line Managers to show a duty of care for the health and safety of employees and maintain constant and continuing attention to all aspects of safety, in particular by making regular safety inspections; and,
- seek and stimulate consultation and contributions from employees on safety matters.

All employees have a legal responsibility to take reasonable care of their own health and safety, and the safety of others who may be affected by acts of carelessness or omissions.

If you have any concerns about health and safety or any concerns relating to the procedures, or if you become aware of a safety hazard or dangerous practice, you should contact your line Manager or a Director immediately. Any failure by an employee to comply with any aspect of the company's health and safety procedures, or a duty specifically assigned to the employee, will be regarded by the company as misconduct, which will be dealt with under the Disciplinary Procedure.

### **Accidents**

All accidents sustained in the course of duty, whether on or off the company's premises, must be reported without delay to your line Manager and recorded in the Accident Report Book. Employees will be required to co-operate in the investigation of all accidents or incidences that have led to, or may have led to, injury.

### **Emergency evacuation**

You must understand and familiarise yourself with the emergency evacuation procedure for the premises including:

- evacuation warning signals
- escape routes
- assembly points and checking procedures
- fire extinguishing equipment and labelling regarding use.

### **Hazardous tasks**

Generally office tasks are considered to be low risk but you should understand whether risks may be associated with any element of your work and bring to the company's attention any risks you foresee. Your line Manager will discuss known risks, and procedures to be followed.

### **Off-site meetings/ client and supplier visits**

For the purposes of Health and Safety, members of employees who are conducting off-site meetings or attending our client or supplier sites must enter appropriate details within the office diary/ computer to record their whereabouts including:

- the name of the person/ company you are meeting
- their contact details including phone numbers and address
- the site being visited
- the time of the meeting and expected duration
- the expected time of returning to the office

If the meeting is outside of working hours, or is due to finish after working hours, the employee must notify their line Manager, or another appropriate person, of this fact and where they are going and for what purpose, and then arrange to communicate by phone call or text to that person that the meeting or visit has been completed safely.

The company will do all that is reasonable to ensure your well-being and safety whilst at work. If you become aware of any potential hazard or unsafe working conditions, you should have no hesitation 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 immediately, all accidents to the nominated Health & Safety representative in order that that person can enter them into the Accident Book in a timely manner.

### **Fire procedures**

If you discover a fire, you must:

- Immediately operate the nearest alarm call point;
- Attack the fire, if possible and safe to do so, with appliances provided;
- Check that the Fire Brigade has been called. If not, call them yourself if possible and safe to do so.
- Proceed to the nearest emergency fire exit and report to the nominated fire assembly point

All passageways should be kept clear at all times and doorways and fire safety appliances should not be obstructed. Disciplinary action will be taken against anybody failing to comply with this rule.

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### **Canteen/Vending & Rest Facilities**

Where such facilities are provided on our premises you should ensure that such areas are kept clean and tidy at all times.

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### **Personal Protective Equipment (PPE)**

PPE and clothing will be issued for your protection if the nature of your job requires it. If this is the case, you must ensure you wear it correctly at all times. Failure to do so may contravene the Health and Safety at Work Act and may be treated as misconduct and possibly gross misconduct.

You must inspect personal protective equipment and clothing daily before use and:

- Immediately report any damage or defects to the equipment to your line Manager for maintenance or replacement; and
- Not misuse or damage any personal protective equipment or clothing provided.

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### **Smoke Free Workplace Policy**

We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, customers and visitors from exposure to second-hand smoke and the unregulated use of electronic cigarettes, which can be distracting and seen as actively encouraging nicotine intake.

Our workplace (including our vehicles) are smoke-free and all employees and visitors have a right to a smoke-free environment.

This no-smoking policy complies with the Smoke-free (Premises and Enforcement) Regulations 2006. We voluntarily extend the prohibition to vapes. We are committed to a programme of action to make this policy effective and to bring it to the attention of all employees.

## **Scope and implementation of the policy**

Smoking or vaping is banned in any part of the premises or entrances managed, leased or owned by the company, which includes any building or enclosed or substantially enclosed public or private area at our or our customer's or supplier's workplace. This includes lifts, corridors, stairways, lavatories, rest rooms, reception areas or entrances.

Employees may only smoke or vape outside in designated areas during breaks. When smoking or vaping outside, employees should ensure that they dispose of cigarette butts and other litter appropriately.

Employees using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free.

Information on stopping smoking with support from local cessation services will be provided for smokers at their request. The Smokefree National Helpline number is 0300 123 1044 and can offer advice and support on stopping smoking.

## **Breaches of the policy**

Breaches of this policy will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

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## **Stress at Work**

The T-Shirt Guy is committed to protecting the health, safety and welfare of our employees. We recognise that workplace stress is a health and safety issue and acknowledge the importance of identifying and reducing workplace stress.

The Health and Safety Executive define stress as "the adverse reaction people have to excessive pressure or other types of demands placed on them". This makes an important distinction between pressure, which can be a positive state if managed correctly, and stress which can be detrimental to health.

The company will identify all workplace stressors and conduct risk assessments to eliminate stress or control the risks from stress. These risk assessments will be regularly reviewed.

The company will also provide training for all managers and supervisory employees in good management practices.

### **Managers should:**

- Conduct and implement recommendations of risks assessments within their jurisdiction.
- Ensure good communication between management and employees, particularly where there are organisational and procedural changes.
- Ensure employees are fully trained to discharge their duties.
- Ensure employees are provided with meaningful developmental opportunities.
- Monitor workloads to ensure that people are not overloaded.
- Monitor working hours and overtime to ensure that employees are not overworking. Monitor holidays to ensure that employees are taking their full entitlement.

- Attend training as requested in good management practice and health and safety.
- Ensure that bullying and harassment is not tolerated within their jurisdiction.
- Be vigilant and offer additional support to a member of employees who is experiencing stress outside work e.g. bereavement or separation.
- Support individuals who have been off sick with stress and advise them and their management on a planned return to work.
- Refer to workplace counsellors or specialist agencies as required.
- Monitor and review the effectiveness of measures to reduce stress.

**Employees should:**

- Raise issues of concern with your health and safety representative or your line Manager
- Accept opportunities for counselling when recommended.

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**Equal Opportunities Policy**

This Policy covers all aspects of how you are treated by us and everybody who works for us. It also sets out the standards of conduct we need from you. It covers:

- Recruitment
- Pay and conditions of employment
- Training and continuing professional development
- Promotion
- Appraisals
- Grievances and disciplinary matters
- Ending employment
- Giving references
- How visitors are treated
- How clients and suppliers are treated
- How any other business contacts and associates are treated

**This Policy:**

1. Explains what we mean by equality and diversity
2. Sets out the legal protections in this area
3. Explains the importance of equality and diversity to the business
4. Sets out the role you can play in ensuring that the workplace is a diverse, inclusive and supportive environment for all, focused on the goal of equality

**Scope**

This Policy applies to all employees, apprentices, consultants, officers, contractors, interns, volunteers, job applicants, and agency and casual workers.

## **What is equality and what is diversity?**

'Equality' requires us, and you, to treat everyone equally and fairly, with equal opportunities and rights.

'Diversity' recognises that this world is full of differences. We should note, value and positively embrace these differences. It is important for differences to be recognised. But it is equally important that, whilst recognising them, each and every person does so positively, with the importance of equality at the forefront of their minds.

## **Our commitment to equal opportunities**

We want everyone associated with our business to have a fair and equal opportunity to achieve their very best in a safe working environment. We want everyone who works for us to understand the importance of this, and to act consistently with it at all times.

We will not tolerate discrimination or harassment in our business, and we will never victimise anyone who makes a legitimate complaint to us about harassment or discrimination, or anyone who supports a colleague in their complaint.

This Policy is underpinned by the following further commitments:

- To create a working environment free from all forms of unlawful discrimination, including victimisation and harassment
- To have a workplace capable of allowing everyone to achieve their potential, and where individuals are willing to give their best
- To make sure that all employees understand their rights and responsibilities under this Policy – if you are not sure what we consider acceptable and unacceptable, you should check with your [line Manager]
- To amend this Policy if we think it has become outdated, or circumstances suggest to us that it needs to be updated
- To protect employees, wherever possible, from being victimised or treated less fairly if they make or support a complaint in good faith under this Policy

## **Why might a person be treated unfairly or less favourably?**

Although it is important to create a workplace which promotes fairness for all, the law focuses its protection on nine characteristics. The current protected characteristics are:

- Age
- Disability (*which means someone with a physical or mental impairment which has a long-term and substantial adverse effect on their ability to carry-out normal day-to-day activities*)
- Gender reassignment (*which covers any person who is proposing to undergo, is undergoing or has undergone a process for the purpose of reassigning their sex by changing physiological or other attributes of sex*)
- Marriage and civil partnership
- Pregnancy and maternity

- Race (incorporating colour, ethnic origin, national origin and nationality)
- Religion or belief
- Sex
- Sexual orientation

You don't actually have to have a protected characteristic in order to be able to claim you have been discriminated against because of it. The law protects you from being treated less favourably because of a protected characteristic you are thought to have (discrimination by perception) or because of the characteristic of someone you are associated with (discrimination by association). So, for example, if an employee who is straight is subjected to verbal homophobic abuse in the mistaken belief that they are gay, that employee could still claim discrimination on grounds of sexual orientation. If an employee who is straight is treated unfairly because they have been seen socialising with someone who is gay, then that employee could potentially claim discrimination on grounds of sexual orientation as they are being discriminated against by association.

### **What are the different types of discrimination?**

Generally, discrimination boils down to unfair treatment based on an actual or perceived protected characteristic. It can take several forms which are legally protected. We do not tolerate any form of discrimination. Sometimes, actions can be intentional and sometimes unintentional. We include examples of both types in this list:

**Direct discrimination:** this is when somebody is treated less favourably because of a protected characteristic than somebody else has been, or would have been, in identical circumstances.

*Examples:* rejecting a job applicant because of their race or failing to promote someone because they are pregnant.

**Indirect discrimination:** this is when a group of people with one of the protected characteristics (subject to a couple of exceptions) are put at a disadvantage by a provision, criterion or practice applied to all employees unless the treatment is justified for a good business reason.

*Examples:* refusing a request to work part-time without a good business reason (which indirectly discriminates against women, who are more likely to have childcare responsibilities); insisting all employees work on Saturdays without a good business reason (which indirectly discriminates against Jewish employees, who may not be able to work on the Jewish Sabbath).

**Harassment:** this is when a hostile, humiliating, degrading, intimidating or similarly offensive environment is created in relation to a protected characteristic. We also consider it harassment for a worker to be subjected to uninvited conduct related to a protected characteristic which – as an intended or unintended consequence – violates their dignity.

*Examples:* name calling, lewd comments, excluding colleagues, making insensitive jokes and displaying pornographic material. We deal in detail with harassment in our separate *Harassment & Bullying Policy*.

**Victimisation:** in a legal context, 'victimisation' has a much more restricted meaning than in real life. It happens when a worker has complained about harassment or discrimination, or has supported a colleague in their complaint, and is then treated less favourably as a result.

*Example:* an employee who is ostracised or dismissed at work because they spoke up on behalf of one of their colleagues in a harassment investigation.

There are other actions which can be unlawful under equal opportunities legislation which apply specifically to disability:

- Failure to make reasonable adjustments to minimise certain disadvantages suffered by a disabled employee (or job applicant).

*Example:* a person has a physical disability which makes it difficult to walk upstairs. They ask to be given an office on the ground floor. If this is a reasonable request and will remove or reduce the difficulty the person experiences, then it will be a reasonable adjustment to make and we will discriminate if we do not make it.

- Treating someone less favourably because of something arising from their disability (rather than the disability itself) without a good reason which justifies that treatment.

*Example:* a person has a disability which means that they are absent frequently. If we tell them they should not attend a work social event because of their poor attendance levels, this will be discrimination arising from a disability unless we can show a good reason which justifies the treatment.

### **How we carry out our responsibilities and duties**

Everyone in our organisation is essential to the success of this Policy. We all have a legal responsibility to comply with it, and any of us – however senior or junior we are – may be personally liable in an employment tribunal claim for unlawful discrimination if we breach terms of this Policy.

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.

The ethos and standards covered by this Policy can only be achieved and maintained if you cooperate fully and embrace the approach in this Policy. It is also important that you understand you have a legal responsibility to comply. If you breach this Policy, we may be liable for your actions, and we may both have to pay compensation to anyone who claims against us. We expect you to take personal responsibility for following this Policy's aims and commitments and for drawing any actual or potential breaches to our attention.

### **Commitment to equal opportunities in recruitment, training and development**

We will conduct recruitment, promotion, and other selection exercises, such as redundancy selection, on the basis of merit, using criteria and processes that avoid discrimination.

Training needs will be identified through appraisals and other ways in which performance is managed. We will not be influenced by any protected characteristics that you may have. Where relevant, you will be given appropriate access to training to enable you to progress within the organisation, and all promotion decisions will be made on the basis of merit.

### **How we enforce this Policy and handle breaches**

We will investigate any complaint or allegation you raise regarding a potential breach of this Policy. If you believe you have been harassed or discriminated against, you should contact your

line Manager as soon as possible. If you want to take formal action, you will need to follow our grievance procedure (see our *Grievance Policy* and our *Harassment & Bullying Policy*).

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 we may dismiss you without notice.

Occasionally, people make complaints in bad faith, knowing that they're not true. People might do this to avoid or deflect disciplinary action or performance management. We view any complaint made in bad faith as an act of misconduct, and this will normally lead to disciplinary action. In some cases, bad faith complaints may lead to summary dismissal for gross misconduct.

### **How we monitor whether this Policy is working**

We may record and analyse information about equal opportunities within the workplace, and when you join us, you give us consent to gather and process this data about you. We use the information to make sure this Policy works properly and to refine it.

We will monitor the outcomes of any complaints raised under this Policy to note any patterns of behaviour and to assess the quality of investigations. We will use the information gathered to focus training, development and awareness needs appropriately.

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## **Anti-Harassment & Anti-Bullying Policy**

We believe that having a culture that is diverse, equitable and inclusive is core to everything that we strive to achieve and to the organisational environment we wish to protect.

One key to protecting our culture and our people is seeking to eradicate bullying and/or harassment at work. This policy supports this aim by setting out the steps we will take to investigate and deal with complaints of bullying or harassment, and how we support those affected.

Our standards of workplace conduct and zero tolerance of harassment in the workplace apply equally:

- at work; or
- during any situation related to work such as at a social event with colleagues; or
- against a colleague or other person connected to the employer outside of a work situation, including on social media; or
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

### **Scope**

This policy applies to anyone working for us. This includes employees, workers, contractors, volunteers, interns and apprentices. The policy also relates to job applicants, and is relevant to all stages of the employment relationship. The policy also applies to bullying or harassment by third parties.

## **Our commitment to you**

We are committed to taking proactive measures to prevent all forms of bullying and harassment, including sexual harassment, of our workers by:

- ensuring all new starters attend equality, diversity and inclusion training and anti-bullying and anti-harassment training, as part of their onboarding programme;
- requiring all employees to attend regular equality, diversity and inclusion training and anti-bullying and anti-harassment training on at least an annual basis;
- providing additional training for line Managers to ensure that they understand how to implement this policy effectively and their role in preventing and stopping bullying and harassment from occurring in the workplace and by third parties that you may have contact with;
- monitoring our workplace culture through anonymous one- to-one conversations, return-to-work meetings and employee resource groups to identify and address any issues;
- undertaking regular risk assessments to determine reasonable measures that can be implemented to minimise the risk of exposure to sexual harassment in the workplace and by third parties that you may have contact with; and
- ensuring that our zero approach to all forms of discrimination, and bullying and harassment, is communicated to all workers and third parties that you may have contact with.

We believe that a culture of equality, diversity and inclusion not only benefits our organisation but supports wellbeing and enables our people to work better because they can be themselves and feel that they belong.

We are committed to providing a safe and respectful workplace and promoting a working environment based on dignity and trust, and one that is free from discrimination, harassment, bullying or victimisation.

A toxic workplace culture, where bullying or harassment is tolerated, is harmful to the wellbeing of the workforce as well as the wider organisation.

We therefore adopt a zero-tolerance approach to instances of bullying or harassment. This includes all forms of sexual harassment.

## **What we expect from you**

We expect you, and every one of our people, to take personal responsibility for observing, upholding, promoting and applying this policy. Whatever your job is, this is part of your role.

We expect you to treat people with respect and dignity in all communications you have with them, whether face-to-face, over the phone or in writing. Any dealings you have with third parties, including customers, suppliers, contractors, agency workers and consultants, must be free from discrimination, harassment, victimisation or bullying.

If any of our people is found to have committed, authorised or condoned an act of bullying or harassment, we will take action against them (for those to whom it applies) under our Disciplinary Procedure, up to and including dismissal.

There is no justifiable reason to bully or harass someone else. For example, observing a particular religion or sexual orientation is not a legitimate reason for bullying or harassing a colleague. Even if you do not intend to bully or harass someone else, this does not legitimise your behaviour as it is the impact on the recipient that is important.

You should be aware that you can be personally liable for harassment.

We will not tolerate bullying or harassment by anyone working for us.

If you experience bullying or harassment, we encourage you to speak up without delay and to ask for appropriate support (see 'What to do if you are being bullied or harassed').

We have clear and universal standards of workplace conduct:

- bad and/or offensive language or gestures of any nature should not be used in the workplace, whether directed at a particular person or not.
- inappropriate images or other content should not be viewed or shared at work.
- you should always think before making a joke in the workplace – could anyone be upset or offended by what you say?
- you should never invade colleagues' personal space.
- you should not exclude colleagues unfairly from discussions or events.
- you should not use crude humour.
- you should not use an aggressive tone or aggressive language when speaking with colleagues.
- you should not be physically aggressive towards colleagues.
- you should not make sexually suggestive comments
- you should not mock, mimic or belittle colleagues in relation to any protected characteristic or otherwise
- you should not gossip about your colleagues.

### **Who is protected from harassment**

The Equality Act 2010 prohibits discrimination because of certain protected characteristics. These are:

- disability;
- sex;
- gender reassignment;
- marital or civil partnership status;
- race;
- religion or belief;
- sexual orientation; and
- age.

Although pregnancy and maternity and marriage and civil partnership are not specifically protected under the legal provisions on harassment, we consider harassment on any ground to be unacceptable.

### **Meaning of harassment**

Harassment is unwanted conduct related to a protected characteristic that has the purpose or effect of:

- violating someone else's dignity; or
- creating an intimidating, hostile, degrading, humiliating or offensive environment for someone else.

Harassment can occur where someone perceives another person to have a protected characteristic, for example a perception that someone is transgender even if they are not.

Harassment can also arise by association, where someone is harassed because they are associated with someone with a protected characteristic, for example having a family member of a particular religion.

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

### *Examples of harassment*

Harassment can occur in many forms, and can take place either at work, outside work, in person, or online. While this is not an exhaustive list, examples include:

- "banter", jokes, taunts or insults that are sexist, racist, ageist, transphobic, homophobic or derogatory against any other protected characteristic;
- name-calling, lewd comments, excluding colleagues and making insensitive jokes;
- displaying pornographic material;
- unwanted physical behaviour, for example, pushing or grabbing;
- excluding someone from a conversation or a social event or marginalising them from the group;
- derogatory comments about pregnancy, maternity leave or IVF treatment;
- mimicking or making fun of someone's disability;
- derogatory or offensive comments about religion;
- unwelcome comments about someone's appearance or the way they dress that is related to a protected characteristic;
- "outing" (i.e revealing their sexual orientation against their wishes), or threatening to "out", someone;
- consistently using the wrong names and pronouns following the transition of a person's gender identity;

- displaying images that are racially offensive; and
- excluding or making derogatory comments about someone because of a perceived protected characteristic, or because they are associated with someone with a protected characteristic.

### **Meaning of sexual harassment**

Harassment may be sexual in nature. The law defines sexual harassment as:

- conduct of a sexual nature that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment; and
- less favourable treatment related to sex or gender reassignment that occurs because of a rejection of, or submission to, sexual conduct.

Employers are legally obliged to take reasonable steps to prevent sexual harassment of their workers in the course of their employment and by third parties.

### *Examples of sexual harassment*

Sexual harassment can occur in many forms, and can take place either at work, outside work, in person, or online. While this is not an exhaustive list, examples include:

- physical conduct of a sexual nature, unwelcome physical contact or intimidation;
- persistent suggestions to meet up socially after a person has made clear that they do not welcome such suggestions;
- showing or sending offensive or pornographic material by any means (eg by text, video clip, email or by posting on the internet or social media);
- unwelcome sexual advances, propositions, suggestive remarks, or gender-related insults;
- offensive comments about appearance or dress, innuendo or lewd comments;
- leering, whistling or making sexually suggestive gestures; and
- gossip and speculation about someone's sexual orientation or transgender status, including spreading malicious rumours.

### **Third-party harassment**

We want to create a workplace which is free of harassment. This objective extends beyond acts of harassment by those working for us to harassment by third parties such as customers, visitors, and suppliers.

You are encouraged to report any third-party harassment you are a victim of, or witness, in accordance with this Policy.

We will take active steps to prevent third-party harassment of our employees. Action may include warning notices to all third parties.

We will assess the risk of third-party harassment in the workplace and undertake to keep our risk assessment under regular review. We encourage you to come forward with any areas in

which you believe our third-party harassment protection could be improved. Please let your line Manager know.

If any third-party harassment of employees occurs, we will take steps to remedy any complaints and to prevent it happening again. *Action may include getting in touch with the employer of the harasser and banning them from our premises.*

## **Bullying**

There is no legal definition of bullying. However, we regard it as conduct that is offensive, intimidating, malicious, insulting, or an abuse or misuse of power, and usually persistent, that has the effect of undermining, humiliating or injuring the recipient.

Bullying can be physical, verbal or non-verbal conduct. It is not necessarily face to face and can be done by email, phone calls, online (cyber-bullying) or on social media. Bullying may occur at work or outside work.

Bullying could involve a pattern of behaviour or a one-off incident.

If the bullying relates to a person's protected characteristic, it may also constitute harassment and, therefore, will be unlawful (see Harassment).

### *Examples of bullying*

While this is not an exhaustive list, bullying may include:

- physical, verbal or psychological threats;
- spreading malicious rumours about someone;
- consistently putting someone down and undermining them;
- deliberately giving someone a heavier workload than everyone else;
- excluding someone from team social events;
- excessive levels of supervision; and
- inappropriate and derogatory remarks about a person's performance.

It is important to understand that legitimate, reasonable and constructive criticism of a person's performance or behaviour, or reasonable instructions given to people in the course of their employment, will not of themselves amount to bullying.

## **Microaggressions**

Microaggressions - sometimes called micro-incivilities - are statements, actions, or incidents that are regarded as indirect, subtle, or unintentional discrimination against members of a marginalised group such as a racial or ethnic minority. They are sometimes referred to as "death by a thousand cuts". Microaggressions generally take one of three forms:

- **Micro-assaults:** Conscious and obvious insults made verbally or non-verbally to a marginalised individual or group, for example directing limp-wristed hand gestures towards a gay colleague and saying "It's just a joke".

- **Micro-insults:** Unintentionally insensitive remarks or assumptions based on stereotypes, for example saying to a person with a disability "You don't look disabled to me".
- **Micro-invalidations:** Where a person denies, or seeks to cancel, the feelings and lived experiences of a marginalised individual or group, for example a white person saying "I don't think the UK has a problem with racism - some people are just too sensitive".

Serious microaggressions can amount to unlawful harassment, bullying or discrimination but even less serious microaggressions can negatively impact the health and wellbeing of the person experiencing them.

## **What to do if you are being bullied or harassed**

### **Informal route**

#### *Bully/harasser is a colleague*

If you feel able to, you may decide to raise the issue with the individual themselves, to make clear that their behaviour is not welcome and to ask them to stop. They may not be aware that their behaviour is offending you.

Alternatively, if you do not feel up to speaking directly to the individual, you may consider asking your line Manager or a colleague for support.

You may or may not want them to talk to the individual on your behalf and, where possible, we will respect your wishes. However, if the welfare or safety of you or others is at risk or where your allegations are particularly serious, we may have to approach the individual and instigate a formal investigation. In such a case we will, where possible, discuss this with you first.

#### *Bully/harasser is a third party*

Bullying and harassment by third parties, such as customers, clients, suppliers and/or contractors, will not be tolerated.

If you are experiencing bullying or harassment by a third party, we encourage you to report this to your line Manager without delay so that they can advise and support you on the best course of action.

### **Formal route**

If you are not happy with the outcome of an informal process, or if you feel it is not appropriate to approach the issue informally, you may decide to raise it formally.

To make a formal complaint, you should discuss this first with your line Manager. If your complaint is about your line Manager, you should raise this with a more senior Manager.

You can raise a formal complaint of bullying or harassment under our Grievance Procedure if it applies to you. However, you may prefer to do so under this policy because it is specifically aimed at dealing with such issues. You should be aware that you cannot raise a complaint under this policy if you have raised a complaint about the same issue already under the Grievance Procedure.

Under the formal procedure within this policy, we will usually:

- invite you to a meeting to discuss your complaint in full and where you will have the right to be accompanied by a colleague or trade union representative;
- ask you to set out your complaint in writing and include as much detail as possible, for example the alleged bully/harasser's name, the nature of the bullying/harassment, the dates of the alleged acts of bullying/harassment, names of any witnesses, and details of any action taken to address the matter so far;
- hold a meeting with the alleged bully/harasser to ascertain their response to the allegations;
- carry out further investigations where necessary, including interviewing potential witnesses who we will instruct to keep the matter confidential;
- where relevant, hold a meeting with you to enable us to ask you further questions in light of any information we have gathered from the alleged bully/harasser and/or witnesses;
- consider all the evidence in full and make a decision; and
- inform you of our decision and, if we uphold the complaint, instigate disciplinary action up to and including dismissal against the bully/harasser.

We will investigate fully every formal complaint in an objective and confidential way, while also ensuring that we respect your rights as well as the rights of the alleged bully/harasser.

We will use every effort to complete an investigation into bullying or harassment as quickly as possible.

Where the alleged bully/harasser is a third party, we may need to adjust the procedure under this policy to ensure we conduct appropriate investigations and we will discuss this with you.

### **Appeals**

If you are not satisfied with the outcome of the formal investigation, you have the right to appeal.

Should you wish to appeal, you should write to a Director setting out what aspects of the decision you are unhappy with and the reasons why. Appeals should be submitted without unreasonable delay and usually no longer than 5 working days after we inform you of the decision.

The Director will arrange a meeting with you to discuss your appeal in full and to try and reach a satisfactory solution. You must take all reasonable steps to attend this meeting and you may be accompanied by a colleague or trade union representative.

The Director will write to you to confirm the outcome of the appeal, which will be final.

### **Support for those affected or involved**

We understand that anyone affected by, or involved with, a complaint of bullying or harassment may feel anxious or upset and we will do what we can to support you.

If you feel you cannot continue to work in close contact with the alleged bully/harasser, we will consider seriously any requested changes to your working arrangements during our investigation into the matter.

Anyone who complains or takes part in good faith in a bullying or harassment investigation must not suffer any form of detrimental treatment or victimisation. If you feel you have suffered such victimisation, please inform your line Manager as soon as possible.

Regardless of the outcome of your complaint, we will consider carefully how to best approach any ongoing working relationship between you and the individual concerned, including any third party. For example, depending on the specific circumstances, we may consider amending the job duties, location or reporting lines of either you or the other person. Alternatively, we may decide workplace mediation or counselling is appropriate.

### **Sensitivity and confidentiality**

Anyone involved with an informal or formal complaint about bullying or harassment, including witnesses, must keep the matter strictly confidential and act with appropriate sensitivity to all parties.

If you are found to have breached confidentiality or acted without due care or sensitivity in a case of bullying or harassment, we may take disciplinary action against you up to and including dismissal (or other appropriate action for non-employees).

### **Consequences of breaching this policy**

If, following a formal investigation, we find that you have committed, authorised or condoned an act of bullying or harassment, we will deal with the issue as a possible case of misconduct or gross misconduct.

We may take disciplinary action against you, up to and including dismissal (or other appropriate action for non-employees). You should be aware that any aggravating factors, such as abuse of power over a more junior colleague, will be taken into account in deciding what disciplinary action to take.

Anyone who complains or takes part in good faith in a bullying or harassment investigation must not suffer any form of detrimental treatment or victimisation. If we find that you have victimised anyone in this way, we will instigate disciplinary action against you up to and including dismissal (or other appropriate action for non-employees).

Please refer to our Disciplinary procedure for further information.

### **Monitoring and review**

This policy is reviewed annually and, if necessary, amended to ensure that it remains effective.

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## **Grievance Procedure**

The company believes that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with your line Manager, who will attempt to resolve the situation on an informal basis. If you feel unable to approach your line Manager directly, you should approach another line Manager who will discuss ways of dealing with the matter with you.

Where attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under this procedure. A formal grievance should be concerned with the way in which you believe you have been treated by the company, Managers acting on its behalf, or about any aspect of your work.

### **The right to be accompanied**

You have the right to be accompanied by a fellow worker or trade union official at any grievance meeting or subsequent appeal.

The choice of companion is a matter for you. Please note that individual employees are not obliged to agree to accompany you. Companions will be given appropriate paid time off to allow them to accompany colleagues at a grievance hearing or appeal hearing.

At any hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond on your behalf to any view expressed in the hearing, and sum up the case on your behalf. However, both the hearing and appeal hearing are essentially meetings between the company and you, so any questions put directly to you should be dealt with by you and not your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an alternative time within **five** working days of the scheduled date.

### **Accessibility**

If any aspect of the grievance procedure causes you difficulty on account of any disability that you may have, or if you need assistance because English is not your first language, you should raise this issue with the person dealing with your grievance, who will make appropriate arrangements.

### **Conducting the grievance procedure**

The company recognises that a formal grievance procedure can be a stressful and upsetting experience for all parties involved. Everyone involved in the process is entitled to be treated calmly and with respect. The company will not tolerate abusive or insulting behaviour from anyone taking part in or conducting grievance procedures and will treat any such behaviour as misconduct under the disciplinary procedure.

### **Formal grievance procedure - making the complaint**

The first stage of the formal grievance procedure is for you to put your complaint in writing, it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking.

Your complaint should be headed "Formal Grievance" and sent to your line Manager. If your complaint relates to the way in which you believe your line Manager is treating you, the complaint may be sent to another line Manager.

### **The grievance hearing**

The hearing will be held as soon as is reasonably practicable and within five working days of the receipt of your written complaint. It will be conducted by your line Manager and attended by an HR representative.

In the meeting, you will be asked to explain the nature of your complaint in order that the issue can be clarified and understood clearly, you will also be asked what action you feel should be taken to resolve the matter. While you will be given every opportunity to explain your case fully, you should confine your explanation to matters that are directly relevant to your complaint. Focusing on irrelevant issues or incidents that took place long before the matters in hand is not helpful and can hinder the effective handling of your complaint.

The line Manager conducting the hearing will intervene if he/she thinks that the discussion is straying too far from the key issue. The line Manager may also intervene to ensure that the meeting can be completed within a reasonable timeframe, depending on the nature and complexity of your complaint.

It may not be possible for an outcome to be verbally communicated to you at this point as there may be a requirement for further investigation to take place, in this instance you will be informed in writing of the outcome; whilst the company will aim to do so within 5 working days, the situation may not allow for this and in such a situation you will be informed as soon as reasonably possible. The company will inform you if it is able to uphold your complaint or not and if it does the action it proposes to take as a result of your complaint.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your line Manager as soon as possible. If you fail to attend without explanation, provide written representations or if it appears that you have not made sufficient attempts to attend, the company will reserve the right to believe that you no longer wish to pursue the matter and confirmation of this will be provided to you.

If you are dissatisfied with the outcome, you may make a formal appeal to a Director not involved in the process within 5 working days of written receipt of the outcome.

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## **Capability**

### **What is covered by the policy?**

This policy is used to deal with poor performance. It does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct.

### **Identifying performance issues**

In the first instance, performance issues should normally be dealt with informally between you and your line Manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:

- clarify the required standards;
- identify areas of concern;
- establish the likely causes of poor performance and identify any training needs; and/or
- set targets for improvement and a time-scale for review.

Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

If we have concerns about your performance, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

### **Notification of a capability hearing**

If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns

over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:

- A summary of relevant information gathered as part of any investigation.
- A copy of any relevant documents which will be used at the capability hearing.
- A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two days, to prepare your case based on the information we have given you.

### **Right to be accompanied at hearings**

You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the line Manager conducting the hearing who your chosen companion is, in good time before the hearing.

### **Procedure at capability hearings**

The hearing will normally be held by your line Manager. You may bring a companion with you to the hearing. Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

The aims of a capability hearing will usually include:

- Setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered.
- Allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations.
- Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.
- Identifying whether there are further measures, such as additional training or supervision, which may improve performance.
- Where appropriate, discussing targets for improvement and a time-scale for review.
- If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

We will inform you in writing of our decision and our reasons for it, usually within one week of the capability hearing. Where possible we will also explain this information to you in person.

### **Stage 1 hearing: First written warning**

Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we may give you a first written warning, setting out:

- The areas in which you have not met the required performance standards.
- Targets for improvement.
- Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- A period for review.
- The consequences of failing to improve within the review period, or of further unsatisfactory performance.

The warning will normally remain active for 6 months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure.

After the active period, the warning will remain permanently on your HR file but will be disregarded in deciding the outcome of future capability proceedings.

Your performance will be monitored during the review period and we will write to inform you of the outcome:

- if your line Manager is satisfied with your performance, no further action will be taken;
- if your line Manager is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or
- if your line Manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

### **Stage 2 hearing: Final written warning**

If your performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a Stage 2 capability hearing.

Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:

- the areas in which you have not met the required performance standards;
- targets for improvement;
- any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- a period for review; and
- the consequences of failing to improve within the review period, or of further unsatisfactory performance.

A final written warning will normally remain active for 12 months from the end of the review period. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.

Your performance will be monitored during the review period and we will write to inform you of the outcome:

if your line Manager is satisfied with your performance, no further action will be taken;

- if your line Manager is not satisfied, the matter may be progressed to a Stage 3 capability hearing; or
- if your line Manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

### **Stage 3 hearing: Dismissal or redeployment**

We may decide to hold a Stage 3 capability hearing if we have reason to believe:

- your performance has not improved sufficiently within the review period set out in a final written warning;
- your performance is unsatisfactory while a final written warning is still active; or
- your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:

- Terminating your employment.
- Redeploying you into another suitable job at the same or (if your contract permits) a lower grade.
- Extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).
- Giving a final written warning (where no final written warning is currently active).
- Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

### **Appeals against action for poor performance**

If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to a Director, within 5 days of the date on which you were informed in writing of the decision.

If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.

If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.

We will give you written notice of the date, time and place of the appeal hearing. This will normally be at least two days after you receive the written notice.

The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

Where possible, the appeal hearing will be conducted by a Director or line Manager who has not been previously involved in the case. You may bring a companion with you to the appeal hearing.

A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

Following the appeal hearing we may:

- confirm the original decision;
- revoke the original decision; or
- substitute a different penalty.

We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

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## **Standards of Conduct**

The company expects all employees to conduct themselves in a professional manner at all times. Complacency will not be tolerated in employees behaviour, attitude or conduct and will be treated as a disciplinary offence.

### **Personal relationships**

Whilst the company cannot control who employees have personal relationships with, it does require that any employee in such a relationship conduct themselves professionally at all times in the workplace. Should there be any complaints in respect of personal employee relationships from other employees, the matter will be investigated and may require a formal procedure to be followed.

The company reserves the right to relocate an employee where a personal relationship could cause potential conflict within the company to the detriment of the business, other employees and its customers. Potentially this could result in a dismissal for an SOSR reason.

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## **Company Rules**

It is your responsibility to familiarise yourself with the following rules, any breach may result in potential disciplinary action against you.

You are required to work to a high standard within your role and to ask for additional help should you require it.

At all times a professional level of conduct is expected towards colleagues, visitors, customers and anyone else on the work premises or that you come into contact with during the course of your duties, this also includes telephone, email and any other method as may be used.

You are expected to work in accordance with any policies, procedures or working practices implemented by the company, any changes to these will be notified to you and you will be required to update yourself accordingly.

The company reserves the right to carry out random searches on both your person, your personal belongings and your vehicle.

## **Misconduct**

The following are examples of what the company determines to be acts of misconduct and will render you liable to disciplinary proceedings.

- Poor & persistent bad timekeeping
- Disruptive behaviour that impacts on the business and its employees
- Unacceptable absence levels & failure to follow the absence procedure
- Unauthorised absence, this could also potentially amount to gross misconduct
- Failure to follow procedures and the company's rules
- Inadequate levels of performance
- Poor attendance
- Unacceptable attitude
- Taking longer than necessary to complete a work task

## **Gross misconduct**

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between you and the company. In the event that you commit an act of gross misconduct, the company will be entitled to terminate summarily your contract of employment without notice or pay in lieu of notice.

Matters that the company views as amounting to gross misconduct and will render you liable to disciplinary proceedings (are but not limited to) include:

- Failing to notify the correct person of your inability to attend work for any reason in the required manner and timeframe, this is deemed to be unauthorised absence
- Breaches of confidentiality of any type
- Gross insubordination and/or refusal to carry out legitimate instructions given
- Horseplay that could potentially breach the health & safety of an individual or place the company at risk of an investigation by HSE, potential detriment to the business and its reputation
- Serious or repeated breach of health and safety rules or serious misuse of safety equipment
- Stealing and other offences of dishonesty
- Falsification of a qualification that is a stated requirement of your employment or results in financial gain to you
- Falsification of working hours, records, reports, accounts & expense claims whether or not for personal gain
- Carrying out work for direct competitors of the company without express permission
- Destruction/sabotage of company or clients property, or any property on the premises on which you are employed
- Unauthorised improper use of company or client telephones or use of telephones for reasons other than company client business or interests

- Slander and making false or unproven allegations against an employee
- Conduct likely to give offence to employees, visitors and customers of the company
- Using personal devices during working hours including but not limited to tablets and mobile phones
- Sexual misconduct at work
- Fighting, physical or verbal assault on colleagues, customers or the public
- Deliberate damage to or misuse company property
- Being under the influence of alcohol during working hours and/or in possession of, or being under the influence of illegal drugs on company premises and/or supplying to others
- Smoking or vaping on company premises or in non-smoking areas such as a doorway
- Serious breach of company rules, including but not limited to health, safety and welfare, social media, internet & email, data protection or any breach in connection with data protection policies
- Accessing internet sites containing pornographic, offensive or obscene material
- Not declaring prescribed medication that could result in safety risks to yourself and/or others
- Gross negligence
- Insubordination
- Abandoning work without authorisation
- Conviction of a criminal offence that is relevant to your employment
- Loss of your driving licence when required to fulfil your role
- Use of hand held mobile phones whilst driving
- Failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs
- Offering or receipt of bribes to sell or secure business
- A disclosure made in bad faith, or concerning information which you do not substantially believe is true or is made for personal gain
- Victimisation of a fellow worker or subjecting a fellow worker to detriments because of a public disclosure claim
- Agreeing, entering into and signing contractual agreements on behalf of the company without the authority of the Managing Director
- Conduct which is believed to have a reasonable chance of bringing the company name and reputation into disrepute and additionally the belief it may have a detrimental impact on the company.
- Uploading any content to the internet that identifies the company as your employer without consent from a Director.
- Unlawful discrimination harassment and bullying

- Any other act of misconduct the company deems to come within the general definition of gross misconduct.

**The rules stated in both the misconduct and gross misconduct sections are not exhaustive.**

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### **Disciplinary Procedure**

It is necessary for the proper operation of the company's business and the health, safety & welfare of the company's employees that the company operates a disciplinary procedure. The following procedure will be applied fairly in all instances where disciplinary action is regarded as necessary by the company save to the extent that a minor reprimand is given for any minor act of misconduct committed by an employee.

The company reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct of an employee. Employees will not ordinarily be dismissed for a first disciplinary offence unless it is deemed as gross misconduct.

The company reserves the right to use an external consultant where it deems appropriate during any disciplinary, grievance appeal hearing or investigation process. This person will not make any decision as to the outcome of any disciplinary hearing, the capacity held by them will allow for recommendations to be made and it is the company that will make the final decision.

Where time limits are referred to in the course of this procedure they may be varied as deemed appropriate by the company.

Employees have the right to be accompanied at a formal disciplinary hearing by a workplace colleague or trade union official of their choice.

### **Role of a companion**

Your chosen companion can put your case forward, talk privately and respond on your behalf to any views expressed during the hearing, however, there is no right to answer any questions put directly to you, on your behalf. You have the right to insist your chosen companion does not participate in the meeting should you choose and just be there for support as and when you may require it.

### **Investigation**

If you are reasonably suspected of committing an act of misconduct or believed to have contravened any of the company's policies or rules then an investigation will promptly and thoroughly be conducted into the allegation. You may be informed as soon as possible as to the fact of an investigation and when it has been concluded.

Depending on the circumstances of the case, you may be invited to attend an investigatory interview. If such an interview is held prior to a disciplinary hearing, you will be informed at the outset that the meeting is an investigatory interview. There is no right for employees to be accompanied at an investigatory interview. The company reserves the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

### **Suspension**

There may be instances where suspension with pay is necessary while investigations are carried out. The company has the right to suspend with pay where there are reasonable

grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before the disciplinary hearing, or if there is a potential risk to the business or other employees or third parties in allowing you to remain at work. The rules in force regarding a suspension will be communicated to you at the time.

### **Action**

Where, upon completion of an investigation there are reasonable grounds to believe that you have committed an act of misconduct, you will be invited to attend a disciplinary hearing.

In the event of a disciplinary hearing taking place the company will:

- Give you a minimum of two working days advance notice of the hearing
- Tell you the purpose of the hearing and that it will be held under the company's disciplinary procedure;
- Explain your right to be accompanied at the hearing by a workplace colleague or trade union official;
- Give you written details of the nature of your alleged misconduct; and
- Provide to you all relevant information which, where relevant, will include statements taken from any fellow employees or other persons that the company intends to rely upon against you

You must take all reasonable steps to attend this meeting. If you cannot attend, you should inform the person who has written to you inviting you to the meeting, in advance whenever possible, so that the meeting can be re-scheduled to another date or time.

In exceptional circumstances the company may allow your workplace colleague or trade union official to attend in such circumstances and will be allowed the opportunity to present your case. You will also be allowed to make written submissions in such a situation.

If you persistently fail to attend scheduled meetings, you will be warned that the Disciplinary Hearing may go ahead without you, which could result in a decision being taken in your absence.

Where the chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled, provided that you propose an alternative time within **five** working days of the scheduled date.

### **The disciplinary hearing**

You will be entitled to be given a full explanation of the case against you and be informed of the content of any statements provided by witnesses and be permitted answer any allegations. You will be given a reasonable opportunity to ask questions and present evidence along with the opportunity to raise points about any information provided by witnesses.

The company may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). You will be informed of the period of any adjournment. If further information is gathered, you will be allowed a reasonable period of time, together with your workplace colleague or trade union official to consider the new information prior to the reconvening of the disciplinary proceedings.

Upon completion of the disciplinary hearing there will be a period of adjournment to consider all the of the facts presented at the hearing and consideration will be given to your submissions. The person chairing the hearing will re-convene the meeting usually within a short time to inform you of the outcome.

### **Disciplinary action**

Following a disciplinary hearing the following action may be taken against you dependent on what the evidence and genuine reasonable belief of the person conducting the hearing concludes.

### **No action**

The person conducting the hearing may find there is insufficient evidence to confirm you to be guilty of an act of misconduct and no warning will be issued to you and no reference made on your file.

### **First written warning – Usually valid for 12 months**

Where either a more serious disciplinary offence has been committed or further minor offences have been committed by you following a recorded verbal warning that remains live, you will receive a first written warning. The warning will:

- Set out the nature of the offence committed
- Inform you that further misconduct is liable to result in further disciplinary action under this procedure
- Specify the period for which the warning will remain live
- State that you have a right to appeal against the warning

### **Final written warning – Usually valid for 12 months**

Where a serious disciplinary offence amounting to gross misconduct has been committed or where you commit further disciplinary offences after a first written warning has been issued and remains live a final written warning may be given. Such a warning will:

- Set out the nature of the offence committed;
- Inform you that further misconduct is likely to result in your dismissal
- Specify the period for which the warning will remain live
- State that you have a right to appeal against the warning

### **Demotion**

In addition to any formal disciplinary action which is deemed appropriate (other than dismissal), the company reserves the right to consider the demotion of any employee who, by their conduct or capability, gives the company reason to believe that they are unsuitable to remain in their present position.

### **Dismissal**

Where you have committed further acts of misconduct (these being acts of misconduct other than gross misconduct) following a live final written warning previously given, you may be dismissed with notice or with pay in lieu of notice.

Where the company establishes that you have committed an act of gross misconduct, and regardless of any warnings that may be present or not, you may be summarily dismissed.

### **Appeal**

You may appeal against any disciplinary sanction imposed against you to a Director/Senior line Manager not involved with the process within 5 working days.

When lodging an appeal, you should state:

- The grounds of appeal; and
- Whether you are appealing against the finding that you have committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.
- If your appeal is in relation to a grievance outcome, please state why you are dissatisfied with the outcome.

You will be invited to attend an Appeal Hearing, where you have the right to be accompanied by a workplace colleague or trade union representative. Where possible, this will be within 10 days of receipt of your written notice of appeal.

The Director/Senior line Manager will consider any representations made by you, a fellow employee or trade union official and those of the line Manager who conducted the investigation and the line Manager who conducted the disciplinary hearing and imposed the disciplinary sanction.

The Director/Senior line Manager must decide on the basis of both sets of representations, together with any subsequent facts that may have come to light, whether or not to uphold the disciplinary sanction.

In the event that the Director/Senior line Manager overturns the disciplinary sanction, they shall remove all records of the disciplinary sanction from your record. In the event they do not accept the representations made by or on behalf of you, they must uphold the disciplinary sanction.

Upon completion of the appeal, the Director/Senior line Manager conducting the hearing will convey their decision to you and this decision is final.

The company reserves the right to vary this procedure with or without notification depending on the circumstances.

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### **Shortage of Work**

In the unexpected event that the company finds the level of work has fallen and as such is unable to provide you with work it may have to place you on short time working or lay you off. In such circumstances this option will be a last resort and may be with notice of less than one day.

### **Lay-off**

A lay-off is if you're off work for at least 1 working day.

### **Short Time Working**

Short-time working is when your hours are cut.

### **Eligibility for Statutory Lay-off Pay**

In order that the company can pay you any entitlement due you must satisfy the following criteria:

- Have been employed continuously for 1 month (includes part-time workers)
- Reasonably make sure you're available for work
- Not refuse any reasonable alternative work (including work not in your contract)
- Not have been laid off because of industrial action

### **Statutory Guarantee Pay**

You are entitled to guarantee pay at the current statutory rate when you are either laid off or short-time working. The maximum you can get is 5 days in any 3-month period. If you usually earn less than the current statutory rate you will be entitled to get your normal daily rate of pay. If you work part-time, your entitlement is worked out proportionally.

### **Time Limits**

The company is able to lay you off or place you on short time working for as long as is necessary, there is no time limit involved. You have the right to apply for redundancy and claim redundancy pay if the time period is:

- 4 weeks in a row
- 6 weeks in a 13-week period

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## **Redundancy**

While it is the company's intention to develop and expand its business activities and thus provide a stable work environment and reasonable security of employment for its employees, it must ensure the economic viability of the enterprise in an increasingly competitive business environment.

In this respect, circumstances may arise where changes in the market, technology, company requirements and the like, necessitate the need for redundancies.

In the event that we have to consider a potential redundancy situation it is important for all concerned to understand that certain procedures will be considered before any final decision to implement a redundancy is taken.

Any decision to proceed with a redundancy programme will be based on either an economic, technical, or organisational reason and any affected employee or group of employees will be fully consulted with prior to any final decision.

In the event of a potential redundancy situation we will initially consider the following steps:-

- Ensure that any overtime working is reduced to an absolute minimum;
- Restrict recruitment where such recruitment could have a bearing on the outcome of any redundancy situation;
- Investigate if appropriate measures such as short-time working and/or lay off without pay can be implemented in order to avoid any potential redundancies.

In the event that a redundancy programme is pursued all potentially affected employees will be notified of our proposals and there will be full and meaningful consultation with the target group(s) concerned. Selection criteria where applicable will be discussed with the target group(s) and no final decision will be taken without every opportunity having been given to the employee(s) concerned to consult with management and explore possible alternative positions.

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## **Termination of Employment**

### **Resignation**

You have a right to choose to leave employment with the company and should you do so you will be expected to provide written notice of this with the length of notice as detailed in your Statement.

It may be that you are not required to attend work during your notice period (placed on 'garden leave') due to the nature of the business, this will be discussed with you at the time.

### **Garden leave**

If either you or the company serves notice on the other to terminate your employment the company may require you to take "garden leave" for all or part of the remaining period of your employment.

If you are asked to take garden leave you:

- Must not attend your place of work or other premises of the company or any associated company, unless otherwise requested by the company;
- May be asked to relinquish immediately any offices you hold in the company or any associated company;
- May not be required to carry out your normal duties during the remaining period of your employment; however you will still be available for answering queries;
- Must return to the company all documents, software, equipment, company property and other materials (including copies) belonging to the company or associated company containing confidential information.

### **Notice period**

If, on leaving our employment, for whatever reason, you fail to work your full contractual notice, without our prior agreement, an amount equal to the additional cost of covering your duties for the period not worked, will be deducted from any final monies due to you. This is an express written term of your contract of employment.

### **Return of company property**

You must return such company property as may have been entrusted to you during your employment, at least 2 working days prior to your official leaving date. In the case of summary dismissal such property must be surrendered immediately (company property is defined as being documents, disks/data other records, equipment, stock, vehicles, etc.)

A failure to return any company property (defined as any item that is owned or belongs to the company) will be deducted from any final monies due to you.

## **Dismissal**

Should the company have to dismiss you from its employment for a fair reason then it will do so by providing you with the notice in your Statement unless the reason for dismissal is that of Gross Misconduct, in these circumstances you will not be entitled to any notice.

## **SOSR Dismissal**

Dismissal for Some Other Substantial Reason may occur having concluded a thorough investigation into each circumstance for a reason detailed below:

- Loss of driving licence on conviction when driving is all or an essential part of the job requirements.
- Third party request
- Illegality
- Statutory restriction
- Conflict between 2 or more employees where the dismissal of one is the only way to resolve the issue
- Personal relationships that present conflict to the business
- A breakdown in trust and confidence between the company and an employee.

## **Post-termination obligations**

Following the termination of your employment for whatever reason you will:

- Not represent yourself as being in any way connected with or have any interest in any part of the business of the company.
- Comply with any post termination obligations as stated in your Contract of Employment or within this Employee Handbook.

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## **General**

The guidance contained in this Employee Handbook may be changed as deemed necessary by the company. Should there be any areas which you do not understand or wish to discuss, please do so with your line Manager.

*The Booth Fashion Services.*

*Version 3. January 2025*