

The T Shirt Guy Limited

STAFF HANDBOOK

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Non-Contractual Employee Handbook

1. Using the Employee Handbook

- 1.1 This Employee Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your line manager.
- 1.2 Unless otherwise indicated, the policies and procedures set out in this handbook apply to all employees. They **do not** form part of the terms of your contract with us unless specified. Your Contract of Employment sets out your job title, hours and place of work, probationary period, salary, holidays and holiday pay, sickness absence reporting procedure and sick pay, your entitlement to and obligation to give notice to terminate your employment and the duties of confidentiality and restrictions that continue to apply after the termination of your contract. Where there is any difference between the terms set out in your Contract of Employment and the contents of the Employee Handbook, your Contract of Employment shall take precedence.
- 1.3 The Employee Handbook is not exhaustive and we may from time-to-time introduce other policies or procedures to supplement the contents.
- 1.4 Employment legislation and practice constantly changes and we therefore may need to make changes to the Employee Handbook from time to time. We therefore retain the right to amend the policies and procedures set out in the Employee Handbook, and to add additional policies and procedures as necessary. We will normally notify you of any changes made, unless they are very minor in nature.

2. PROOF OF RIGHT TO WORK IN THE UK

- 2.1 All potential employees, whether or not from the UK, are required to provide original documents which evidence their right to work in the UK. Successful candidates will not be allowed to start work until the Company has checked and taken copies of the applicant's original documents proving their right to work in the UK.
- 2.2 Any employees without permanent leave to work and stay in the UK must provide the Company with sight of their original documents at the Company request.

3. Personal details, home address and next of kin

- 3.1 We are responsible for maintaining up-to-date details of the home address, next of kin and emergency contact telephone numbers of each member of our staff.

3.2 This information will be requested when you start work and you should advise of any changes straight away.

3.3 It is important that we maintain accurate details in case a member of staff has an accident. Information is held in confidence and is only used when needed.

4. Probationary Periods

4.1 It is the Company's policy to implement a probationary period for new-starters and where an existing employee takes up a new role within the organisation. The length and terms of the probationary period applicable to your employment will be set out in your Contract of Employment or offer letter.

4.2 We reserve the right to extend probationary periods where reasonably necessary.

4.3 The applicable notice periods to terminate employment during an employee's probationary period are as set out in the Contract of Employment or offer letter.

4.4 During probationary periods, your performance and conduct will be monitored. You will then normally be requested to attend review meetings to discuss any issues and to confirm whether your employment will continue on expiry of the probationary period.

4.5 If your employment is subject to a discretionary bonus, this will only be applicable once you have successfully completed your probationary period.

5. Qualifications

5.1 If your employment is subject to the holding of a qualification or accreditation, your employment may be at risk if you fail to hold or maintain the required qualification/ accreditation.

6. Flexibility- work duties and place of work

6.1 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.

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

6.3 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.

7. Hours of Work & Payment of Wages

7.1 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.

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

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

7.4 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. You will not generally be entitled to additional pay for extra hours worked or time off in lieu, unless agreed in advance by your line manager or a Director.

7.5 All employees are expected to arrive at their place of work in sufficient time to start work at their contractual start time. You are obliged to comply with any time-recording system applicable to your employment. You must not leave work before your contractual finish time without the prior permission of your line manager or a Director. Persistent lateness may result in disciplinary action.

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

7.7 You will be paid for all authorised hours worked directly into your bank account on.

7.8 All payments are made into your own bank account for which you must give us the bank details. 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).

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

7.10 You are entitled to be paid at least the National Minimum Wage (NMW) averaged over the hours you work in your pay reference period. Neither you nor the Company can agree that you will not be paid the NMW. You have the right to be paid the NMW and we must pay you the NMW.

- 7.11 We are required by law to deduct PAYE (Pay as you Earn) tax and National Insurance (NI) from your gross wage.
- 7.12 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.
- 7.13 A P60 will be given to you in April detailing your pay, PAYE and NI paid in the previous tax year.
- 7.14 If you do not have a National Insurance Number (NINO) you must telephone 0845 600 0643 between 8.00am and 8.00pm, Monday to Friday to make an appointment to get one.
- 7.15 Should you have any queries with your tax deductions, please contact the HMRC on 0845 302 1413.

8. WORKING TIME RIGHTS

- 8.1 The Working Time Regulations give you certain rights and protections:
- 8.2 The right not to be required to work on average more than 48 hours per week averaged over a 17 week period.
- 8.3 The right to 11 hours rest period per day
- 8.4 The right to a day off per week or two days off in fourteen.
- 8.5 A right to an in-work rest break of 20 minutes if the working day is longer than 6 hours.
- 8.6 For night workers - If you regularly work for at least three hours between 23.00 and 06.00, you have the right to work a limit of an average of eight hours work in 24-hour period, averaged over 17 weeks and the right to request a free health assessment to confirm your fitness for night work.
- 8.7 Employees with 26 weeks service have the legal right to make a statutory application to request flexible working – please see <https://www.gov.uk/flexible-working/overview>.

9. TRADE UNION MEMBERSHIP

- 9.1 An employee has the right to join a trade union, and should not be refused a job, dismissed, harassed or selected for redundancy because they are a member of or wish to join a trade union.
- 9.2 An employee also has the right not to join a trade union if they wish, and should not be refused a job, dismissed, harassed or selected for redundancy because they refused to join.

9.3 A member of a trade union has the right to take part in trade union activities, for example, recruiting members, collecting subscriptions and attending meetings.

9.4 Trade union activities must take place either outside the employee's normal working hours or at a time agreed with the employer. An employee has no right to be paid for this time off work unless their contract allows for this. Duly elected worker representatives will be provided with access to the workplace in order to carry out their representative functions.

10. Behaviour and Conduct

10.1 All employees are expected to conduct themselves in a professional manner and with integrity whilst working for the Company. In particular, you must:

- carry out your work faithfully and diligently
- use all reasonable endeavours to promote the interests of the Company's business, and to help and develop the expansion of the business
- conduct yourself in a professional manner with colleagues, customers, clients and members of the general public
- devote, during working hours, the whole of your time and attention and ability to your working duties
- comply with all reasonable and lawful instructions given to you by management or any other authorised person
- keep your line manager informed of all matters pertaining to your conduct or the business of the Company
- comply with all relevant policies and procedures applicable to your employment, including those set out within this Employee Handbook.

10.2 Whilst we do not intend to intrude upon employees activities and interests outside of their working hours, we would expect that no employee will conduct themselves in a manner which could result in adverse publicity to the business, which may bring the Company into disrepute, or which would cause us to question their integrity or prevent them from performing their duties/ responsibilities to our satisfaction.

11. Other Work

11.1 During the period of your employment you are required to devote the whole of your time and attention to the business of the Company and use your utmost endeavours to promote the interests of the Company.

You may not, under any circumstances, whether directly or indirectly, undertake any other work of any kind during your normal working hours.

- 11.2 You are not permitted to enter into work, any other employment or occupation or conduct any trade or business outside working hours without the prior consent of a Director, which will not be unreasonably withheld.
- 11.3 If you do work in any other employment, following consent being given by the Company, you must notify the Company in writing of any hours worked in that employment to enable the Company to comply with its statutory obligations regarding your working time.
- 11.4 Under no circumstances are you permitted to undertake garment design or manufacturing work on your own account, whether during or outside normal working hours.
- 11.5 Any breach of this clause is considered to be a disciplinary matter, and will be dealt with under the Disciplinary Procedure.

12. Dress Code and Appearance

- 12.1 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 staff look professional;
 - respect religious, racial and gender-specific clothing requirements and those of staff with disabilities where possible;
 - take account of health and safety requirements; and
 - help staff decide what clothing it is appropriate to wear to work.
- 12.2 It is important that all staff 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.
- 12.3 We expect staff 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.
- 12.4 While working for us you represent us with clients and the public. Your appearance contributes to our reputation and the development of our business.

- 12.5 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.

13. General Rules and Regulations

Company Property

- 13.1 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.
- 13.2 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.
- 13.3 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

- 13.4 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

- 13.5 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

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

Housekeeping

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

Gambling and Betting

- 13.8 All unauthorised forms of gambling/ betting are forbidden on Company premises.

14. Training and Development

Training and Continuing Professional Development

14.1 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 staff 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 staff 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.

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

14.3 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

14.4 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.

14.5 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.

15. Expenses Policy

15.1 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.

15.2 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.

15.3 Any attempt to claim expenses in breach of this policy may result in disciplinary action.

16. PREVENTING HIDDEN LABOUR EXPLOITATION POLICY

16.1 We are committed to developing and adopting a proactive approach to tackling hidden labour exploitation. Hidden labour exploitation is exploitation of job applicants and workers by third party individuals or gangs other than the employer or labour provider including rogue individuals working within these businesses but without the knowledge of management. It includes forced labour and human trafficking for labour exploitation; payment for work-finding services and work-related exploitation such as forced use of accommodation. It is understood that it is often well hidden by the perpetrators with victims, if they perceive of themselves as such, reluctant to come forward.

Our commitment:

16.2 Susan Booth (Director) is responsible for developing and operating company procedures relevant to this issue

16.3 We accept that the fees and costs associated with recruiting workers are a business cost, and will not allow these to be paid by job applicants. The Company will not use any individual or organisation to source and supply workers without confirming that workers are not being charged recruitment fees

16.4 We will ensure all staff responsible for directly recruiting workers are trained to be aware of issues around third-party labour exploitation and signs to look for and that labour sourcing, recruitment and worker placement processes are under the control of trusted and competent staff members

16.5 We will adopt a proactive approach to reporting suspicions of hidden worker exploitation to the Gangmasters and Labour Abuse Authority (GLAA) and the Police

16.6 We will provide information on tackling "Hidden Labour Exploitation" to our workforce through the Stronger Together workplace poster and leaflet, and through induction training.

16.7 All workers are encouraged to report cases of hidden third-party labour exploitation. You may report these internally to [managers' names/job titles], who will investigate and act on your concerns appropriately. If you wish to report your concerns directly to enforcement bodies:

16.8 Report it to the Gangmasters Licensing Authority on 0800 432 0804 or Modern Slavery Helpline on 0800 0121 700 or at [https:// modernslavery.co.uk/contact.html](https://modernslavery.co.uk/contact.html).

- 16.9 Call the Police in an emergency on 999, or 101 if it is not urgent.
- 16.10 For more information visit www.stronger2gether.org
- 16.11 We require labour providers and other organisations in the labour supply chain to adopt policies and procedures consistent with the above.

17. Environmental Policy

- 17.1 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 staff 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 can not 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.

18. Sickness Absence Policy

- 18.1 If you are taken ill at work or suffer an injury at work, you must notify your line manager immediately and be given permission to leave. If you are unable to attend work due to sickness on a normal working day, you must notify your manager, or other designated member of staff by telephone as soon as possible and no later than an hour before your normal start time (therefore usually by 8am for staff who start at 9am) stating the reason for your absence; and the expected duration of your sickness absence where known.
- 18.2 If we do not hear from you within an hour of your normal start time your manager will endeavour to contact you at home.
- 18.3 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 manager later the same day or as soon as practicable thereafter.

- 18.4 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 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 manager, normally weekly (longer by agreement with your manager).
- 18.5 You are responsible for notifying The T Shirt Guy of your sickness & absence and providing the appropriate certification statements as required.
- 18.6 We acknowledge that there may be exceptional circumstances which prevent a member of staff from meeting the reporting and certification requirements, for example, in the case of a severe injury / hospitalisation.

18.7 **Certification for Sickness Absence**

Days 1 - 7 of sickness absence

For the first 7 calendar days of continuous sickness absence (i.e. including non working days), you do not need to obtain a note from your G.P. to cover your absence. When you contact your manager to inform them about your absence and the reasons for this, your manager or other designated person will record this information. On your first day back at work you must notify your 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.

Sickness absence that exceeds 7 days

- 18.8 For absences that exceed 7 continuous calendar days (including non working days) you must provide a 'Statement of fitness for work' (Statement). Known as the 'fit note', this was introduced in 2010. Follow the link to view a sample of the 'Statement of fitness for work' form: [Ask your employer for Statutory Sick Pay - Ask your employer for Statutory Sick Pay - GOV.UK \(tax.service.gov.uk\)](https://www.gov.uk/guidance/ask-your-employer-for-statutory-sick-pay)
- 18.9 You are responsible for ensuring your medical Statements reach your manager promptly. Any periods of absence that are not covered by a Statement will not qualify for statutory sick pay.
- 18.10 If your G.P. provides advice that you may be fit for work you should notify your manager as soon as practicable.
- 18.11 You should send your Statements to your manager or other designated person who will arrange for this to be logged electronically and passed to the external payroll company for processing.

Returning to work

- 18.12 When completing the Statement of Fitness for Work, your G.P. will say whether you need to be reassessed before you return to work. If your absence continues you will need to ensure that all absence is covered by a Statement.
- 18.13 If you do not need a further assessment, your return date will be your next normal working day after the end of the sickness period stated.

Sickness during holidays

- 18.14 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.

Managing Absence

- 18.15 In order to manage sickness absence effectively and consistently we will seek to support staff during periods of illness and may use the following interventions and procedures to facilitate a return to work, retain staff 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 Discussions

- 18.16 Sickness review meetings may help to improve attendance and resolve absence issues, as health and other associated problems are discussed openly in a supportive way with a view to addressing issues at an early stage.
- 18.17 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.
- 18.18 Sickness information will be held confidentially and access restricted to authorised personnel within The T Shirt Guy. Under the Data Protection Act, sickness information is considered sensitive data and The T Shirt Guy is committed to ensuring that such data is treated confidentially and not shared more widely than is necessary, in accordance with the Act.

Short Term Sickness

- 18.19 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 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.
- 18.20 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.
- 18.21 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

- 18.22 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 staff); 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

- 18.23 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 staff to improve their attendance at work through agreed attendance targets.

Potential outcomes

- 18.24 Your 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

- 18.25 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 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 T Shirt Guy. If your companion is unable to attend the meeting within this timescale, you should notify your manager of this and a further appointment will be made within the following 5 working day period. In exceptional cases the T Shirt Guy 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 staff) 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

18.26 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

18.27 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.

Sick Pay

18.28 If you are absent from work you may be entitled to Statutory Sick Pay (SSP) provided the relevant requirements are satisfied. Qualifying days for SSP purposes are Monday to Friday. Generally, the first

three days of absence will be classed as "waiting days" and will be unpaid, although the Company may at its absolute discretion make a payment to you for these three waiting days.

- 18.29 If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify a Director of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that we may reasonably require. If we require you to do so, you must cooperate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.

Medical examinations

- 18.30 We may, at any time in operating this policy, ask you to consent to a medical examination by a doctor nominated by us.
- 18.31 You will be asked to agree that any report produced in connection with any such examination may be disclosed to us and that we may discuss the contents of the report with our advisers and the relevant doctor.

19. HOLIDAYS

19.1 Entitlement

- The level of holiday entitlement and entitlement to Public/Bank Holidays is specified within your Contract of Employment. Part time employees will receive a pro-rata entitlement based upon the full time equivalent.
- The Company's holiday year is 1st April to 31st March for monthly paid staff and 1st January to 31st December for weekly paid staff. Employees should take all holiday entitlement within the holiday year. Holiday entitlement cannot be carried forward to the following year, except with written consent of your line manager and where you have been prevented from taking holiday due to statutory maternity, paternity, adoption or shared parental leave; or in the case of long-term sickness absence, employees unable to take holiday due to long-term illness may be permitted to carry over any unused entitlement under the Working Time Directive (up to 20 days).
- We would encourage employees to take holidays throughout the year, so as not to bank an excessive amount of leave within the last quarter of the holiday year.

Calculation of Entitlement

- Employees will accrue holidays concurrently during the year, and will be calculated as 1/12th of the annual entitlement, for each complete month of service.
- The "working week" will be as detailed in your Statement of Main Terms and Conditions. Where the "working week" is not based on fixed or regular hours and/or days of work, the "working week" will be calculated as an average of the 12 weeks actually worked, in the period immediately prior to the commencement date of your holiday.

Holiday Pay

- Where you are paid an annual salary or for fixed hours per week and are not entitled to be paid for overtime or receive commission, a day's holiday pay will be calculated at a rate of 1/260th of your annual salary. Should you not work a basic week of fixed, or regular hours and/or days of work, calculation of a day's pay for the first 4 working weeks (pro-rata for part-time employees) of holiday entitlement will be based on your average normal remuneration (including overtime that you must work in accordance with your Contract of Employment and regular commission payments) during the 12 weeks actually worked, in the period immediately prior to the commencement of your holiday. Calculation of a day's pay for the remaining 1.6 working weeks (pro-rate for part-time employees) of holiday entitlement will be paid based on an average of basic hours during the 12 weeks actually worked, in the period immediately prior to the commencement of your holiday.
- No payment in lieu for holidays accrued, but not taken in the prescribed current holiday year will be made.

Leaving During the Holiday Year

- The Company reserves the right, at its sole discretion, to require you to take any outstanding holidays during any notice period or to make payment in lieu of any accrued untaken holiday calculated up to your last day of employment.
- Employees who leave the Company having taken holidays in excess of their accrued entitlement will be required to reimburse the Company. The employees consent to and authorise the Company to deduct the value from the employees' final payment. If such final payment does not equal the outstanding amount then the employee agrees to reimburse the Company directly and in equal amount.
- If you are summarily dismissed for gross misconduct, you will forfeit your full entitlement to any accrued outstanding holidays. You will be entitled a nominal figure in recognition of your holiday entitlement, to be determined at the absolute discretion of the Company.

Holiday Requests

- All Holiday requests should observe the following rules and procedures:-

- All holiday requests are to be presented on the relevant Holiday Request Form.
- Holidays will be granted with consideration to other holiday arrangements within the department, workload requirements and as appropriate on a "first come, first served" basis. We reserve the right to vary requested holiday in accordance with the needs of the business and ensuring adequate staffing levels.
- Holidays must not be booked without receiving prior authorisation. The Company cannot be held responsible for loss of holiday deposits where the correct procedures have not been followed.
- At least 4 weeks' notice must be given for holiday of a week long (or more), 2 weeks' notice for multiple days but less than a full week, and at least 1 week's notice for single day's holiday.
- You should not normally plan to take more than 2 weeks at any one time, any longer requires your line manager's agreement and will be granted only in special circumstances.
- 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 may allocate some of your holiday to when the Company will be closed (such as for 5 days over the Christmas and New Year period or on bank holidays).

20. Dental/Medical Appointments

- 20.1 It is understood that there will be occasions when employees will request time off for medical and dental appointments etc. Such requests will only be granted at the discretion of a Director/ 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 for outside of normal working hours, or at the very least for the very beginning or very end of the working day, to minimise disruption.

21. Compassionate Leave

- 21.1 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.
- 21.2 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.
- 21.3 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.

21.4 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.

22. Jury Service

22.1 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.

22.2 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.

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

23. Capability Procedure

What is covered by the policy?

23.1 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

23.2 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.

23.3 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.

23.4 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

23.5 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.

23.6 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

23.7 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

23.8 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.

23.9 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.

23.10 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.

23.11 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.

23.12 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

23.13 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.

23.14 The warning will normally remain active for six months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure.

23.15 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.

23.16 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 the line manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

Stage 2 hearing: final written warning

23.17 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.

23.18 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.

23.19 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.

23.20 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 the line manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

Stage 3 hearing: dismissal or redeployment

23.21 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.

23.22 Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:

- Dismissing you.
- 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).

23.23 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

23.24 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 one week of the date on which you were informed in writing of the decision.

23.25 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.

23.26 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.

- 23.27 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.
- 23.28 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.
- 23.29 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.
- 23.30 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.
- 23.31 Following the appeal hearing we may:
- confirm the original decision;
 - revoke the original decision; or
 - substitute a different penalty.
- 23.32 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.

24. Disciplinary Procedure

- 24.1 The purpose of the Disciplinary Procedure is to outline a recognised and consistent system to deal with any breach of the rules or other misconduct, and capability issues or other circumstances which lead the Company to consider dismissing an employee or taking disciplinary action. The procedure aims to help and encourage all employees to achieve and maintain appropriate standards of conduct, attendance and job performance and to ensure that any failure to observe the Company's rules is dealt with fairly and consistently.
- 24.2 These rules and procedures do not form part of an employee's contract of employment and are provided for guidance and information purposes, to ensure that employees are aware of the standards of behaviour and performance which will be expected of them.
- 24.3 If disciplinary action is required, each case will be treated fairly and the employee will be given the full opportunity to provide his or her version of events and any mitigating circumstances. All disciplinary action taken under these procedures will be recorded and placed in the appropriate personnel records, and will at all times be kept confidential.

Section 1: Disciplinary Rules

- 24.4 The Company requires good standards of discipline from its employees, together with satisfactory appropriate standards of work. These procedures apply to any misconduct or failure to meet standards of performance or attendance.
- 24.5 The purpose of this procedure is to be corrective rather than punitive and it is hoped that the existence of the procedure will help and encourage employees to achieve and maintain standards of conduct, attendance and job performance and to ensure consistent and fair treatment for all employees.
- 24.6 The Company reserves the right to depart from the precise requirements of this procedure where it is necessary and appropriate to do so. In particular, the Company reserves the right to impose whatever sanction it considers appropriate in the circumstances of each individual case and the range of sanctions set out in Section 3 below can be adopted at any stage up to and including dismissal with or without notice.
- 24.7 Summary dismissal (i.e. dismissal without notice or payment in lieu of notice) can occur if an act of gross misconduct is committed.

Examples of Misconduct

- 24.8 It is not possible to detail all the types of behaviour which amount to misconduct and which could result in disciplinary action therefore the following examples act as a guide to employees but are not meant to be exhaustive:-
- lateness and absenteeism;
 - failure to notify absence in accordance with Company rules;
 - inappropriate standards of dress;
 - minor damage caused to Company property;
 - unauthorised use or abuse/misuse of Company property, including but not limited to telephones, computers, internet and e-mail facilities;
 - failure to comply with the Company's standard working procedures;
 - failure to comply with a reasonable instruction given by the Company;
 - abusive verbal behaviour, including the use of obscene or offensive language;
 - failure to maintain satisfactory standards of work;
 - time wasting;
 - contravention of minor safety regulations;

- disruptive behaviour;
- smoking on Company premises.

24.9 This list is not intended to be exhaustive and offences of a similar nature or severity will be dealt with in a similar manner.

Examples of Gross Misconduct

24.10 The following acts constitute gross misconduct and as such will render an employee liable to summary dismissal (i.e. dismissal without notice or payment in lieu of notice), even where an employee has no previous recorded warnings. This list is non-exhaustive but contains examples of offences which would normally be considered to be gross misconduct:-

- theft or fraud, or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public;
- fabrication of records including expense claims and time sheets;
- physical violence or bullying; or behaviour which provokes violence;
- deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;
- serious misuse of our property or name;
- deliberately accessing internet sites containing pornographic, offensive or obscene material;
- repeated or serious failure to obey instructions, or any other serious act of insubordination;
- unlawful discrimination or harassment;
- bringing the organisation into serious disrepute;
- being under the influence of alcohol, illegal drugs or other substances during working hours;
- causing loss, damage or injury through serious negligence;
- serious or repeated breach of health and safety rules or serious misuse of safety equipment;
- unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- accepting or offering a bribe or other secret payment or other breach of our anti-corruption and bribery policy;

- conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;
- possession, use, supply or attempted supply of illegal drugs;
- serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;
- harassment of, or discrimination against, employees, contractors, clients or members of the public, related to gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age contrary to our Equal Opportunities Policy or our Anti-harassment and Bullying Policy;
- giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
- serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of e-mail and the internet) contrary to our Information and Communications Systems Policy;
- undertaking unauthorised paid or unpaid employment during your working hours.

Section 2: Formal Disciplinary Procedure

Suspension

24.11 An employee may be suspended from work if the Company considers that this is necessary in order to conduct an appropriate investigation into his or her conduct or performance. Any suspension will be on full pay and may continue throughout the disciplinary proceedings. Details of any suspension will be notified in writing.

Investigation

24.12 No disciplinary action will be taken until each case has been investigated. An employee may be invited to attend an investigatory interview. The employee may request to be accompanied at this interview by a work colleague or trade union official. Following this interview, the line manager or Director conducting the interview will decide whether a formal disciplinary hearing (as described below) should be arranged.

Disciplinary Hearing

24.13 Before a disciplinary hearing takes place the employee will be advised of the nature of the complaint in writing and will be invited to attend a disciplinary hearing.

- 24.14 At the disciplinary hearing the employee will be given the opportunity to state his or her case before a decision is made.
- 24.15 An employee has the right to be accompanied by a work colleague or a trade union official at any disciplinary hearing. The employee will be asked to confirm the identity of the person accompanying them, who may ask questions and make representations on behalf of the employee, but is not permitted to answer questions put to the employee.
- 24.16 As soon as reasonably practicable after the disciplinary hearing, the Company will notify the employee in writing of the decision and the employee will be informed of his/her right of appeal.
- 24.17 If an employee wishes to appeal against any decision taken under this procedure, he/she should proceed in accordance with Section 4 below.

Section 3: Disciplinary Sanctions

Informal Counselling

- 24.18 Minor acts of misconduct, poor performance or breaches of the Company's rules will normally be dealt with by way of informal counselling or advice being given by a line manager or Director. If an employee's conduct or performance remains unsatisfactory after this stage, it may be necessary for the Company to use the formal procedure as outlined below.

Formal Disciplinary Action

- 24.19 Except for acts of gross misconduct, the following sanctions will normally be adopted:-

Stage 1 - For a first act of misconduct or failure to achieve satisfactory working standards, a **VERBAL WARNING** will be given and a record placed on the employee's personnel file. This warning will be disregarded after 6 months in the absence of any further offences or an improvement in standards.

Stage 2 - In the event of subsequent misconduct, or there being no improvement in standards, or misconduct which requires more than a verbal warning, a **FIRST WRITTEN WARNING** will be given and recorded on the employee's personnel file. This warning will be disregarded after 12 months in the absence of any further offences or an improvement in standards

Stage 3 – In the event of:-

- a further act of misconduct; or
- a continued failure to achieve satisfactory standards; or

- a serious act of misconduct that does not amount to gross misconduct, but which warrants a final warning;

a **FINAL WRITTEN WARNING** will be given and recorded on the employee's personnel file. This warning will specify that the consequences of a failure to comply will normally be dismissal. This warning will be disregarded after 12 months in the absence of any further offences or an improvement in standards.

Stage 4 – In the event of either:-

- any further act of misconduct; or
- a continued failure to achieve satisfactory standards;

dismissal is likely to result.

24.20 Disciplinary action will be taken by a person nominated by the Directors (usually a person in a senior capacity). The Company may enter the formal disciplinary procedure set out above at any stage up to and including dismissal at its discretion and depending on the individual circumstances of each case.

Gross Misconduct

24.21 In the case of gross misconduct, an employee will normally be **summarily dismissed** (i.e. dismissed without notice or payment in lieu of notice). In exceptional circumstances, or if there are genuine mitigating circumstances, action short of dismissal may be taken, including:

- a final written warning lasting longer than 12 months
- demotion
- suspension without pay.

In cases of theft or any other illegal activity, the Company may seek to prosecute the individual.

Section 4: Appeals

24.22 If an employee is dissatisfied with any disciplinary decision taken, the employee may appeal in writing to a Director, within 5 working days of the employee receiving written notification of the disciplinary decision.

24.23 Any appeal must be placed in writing and state the grounds of appeal. The employee will be invited to attend an appeal hearing. The employee will have the right to be accompanied at any appeal hearing by a work colleague or trade union official.

24.24 Following the appeal hearing the employee will be informed of the decision which will be final.

25. Grievance Procedure

- 25.1 The object of the Company's Grievance Procedure is to ensure any employee who considers that they have a grievance or complaint arising from their employment has access to a procedure, which can lead to a speedy resolution of the grievance or complaint in a fair manner.
- 25.2 The Company's Grievance Procedure is non-contractual and does not therefore form part of an employee's contract of employment.
- 25.3 A grievance can be defined as a complaint by an employee about an action or omission which the Company has taken or is contemplating taking in relation to him or her. This can include complaints relating to work colleagues.
- 25.4 Most routine complaints or grievances are best resolved informally in discussion with the employee's line manager or Director.
- 25.5 Where the complaint or grievance cannot be resolved informally the employee should raise the grievance using the following procedure.

Stage 1:

- 25.6 The employee should set out the grievance in writing and send it to their line manager; or if the grievance relates to your line manager then it should be raised with a Director.
- 25.7 A grievance meeting will be arranged as soon as is reasonably practicable by the line manager or Director dealing with the grievance. The employee has the right to be accompanied at the meeting by a work colleague or trade union official. Every opportunity will be given at the meeting for the employee to explain his grievance. If appropriate, the meeting may be adjourned in order to allow for further investigation to take place.
- 25.8 After the meeting the person dealing with the grievance will inform the employee of his/her decision and will offer the employee the opportunity to appeal against the decision made. The decision will be communicated in writing to the employee as soon as is reasonably practicable after the grievance meeting.

Stage 2:

- 25.9 If the matter is not resolved under Stage 1 above to the satisfaction of the employee, the employee can raise the matter with a Director, in writing within 5 days of the decision. A further meeting will be arranged to discuss the employee's grievance at which the employee will be entitled to be accompanied by a work colleague or trade union official. If appropriate, further investigation may take place following this meeting. The decision reached on the grievance under Stage 2 will be recorded in writing to the employee. This will be the final line of appeal.

26. INDEPENDENT THIRD PARTY ADVICE

- 26.1 In some cases, employees may wish to discuss or report concerns confidentially and get advice on employment rights and legal remedy from an independent third-party. Workers may pursue any of the following routes and can be assured that there will be no reprisal or detriment for raising issues via this route:
- 26.2 [Where there is a trade union in place] – Speak to their trade union representative [insert contact details]
- 26.3 Acas (Advisory, Conciliation and Arbitration Service) provides free and impartial information and advice to employers and employees on all aspects of workplace relations and employment law.
- 26.4 There is a range of advice and guidance available on their website:
<http://www.acas.org.uk/index.aspx?articleid=1339>
- 26.5 You can use their Helpline Online tool – a database of frequently asked employment queries
- 26.6 Contact the Acas Helpline for free and impartial advice on 0300 123 1100 (Monday to Friday 8am to 6pm).
- 26.7 Contact the confidential, whistleblowing helpline – details below.

27. Lay-off and short-time working

- 27.1 If there is a reduced need for employees to perform work of a particular kind on a temporary or permanent basis, or any other occurrence which affects normal working, the Company shall be entitled to lay you off or impose short-time working indefinitely or for such period as the Company shall decide.
- 27.2 While you are laid off you shall not be required to work and shall have no right to remuneration subject to the clauses below.
- 27.3 While you are on short-time working your working hours may be reduced as the Company sees fit and your remuneration shall be correspondingly reduced subject to clauses below.
- 27.4 During any period of lay-off or short-time working the Company shall pay statutory guarantee pay in accordance with legislation in force from time to time.

28. Adverse Weather and Travel Disruption Policy

- 28.1 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.

28.2 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

28.3 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.

28.4 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.

28.5 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.

28.6 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.

28.7 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

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

28.9 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 Dependents Policy.

29. Health & Safety At Work

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

29.2 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.

29.3 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.

29.4 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

29.5 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

29.6 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

29.7 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

29.8 For the purposes of Health and Safety, members of staff 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

29.9 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.

Drugs and Alcohol

29.10 In the interests of health and safety, the unauthorised consumption of alcohol or the possession or use of un-prescribed drugs or controlled substances is not permitted on the Company's premises and such acts will be dealt with under the Company's Disciplinary Procedure as a dismissal offence.

29.11 Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgment and decision making and increased health and safety risks, not only for the individual but also for others. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our business

- 29.12 The possession, use or distribution of non prescribed drugs on Company premises is strictly forbidden. If you are prescribed drugs by your doctor, which may affect your ability to perform your work or may affect your health and safety at work, you should raise this with your line manager.
- 29.13 Employees are strictly forbidden to come to work under the influence of alcohol or drugs and any breach of this rule will be taken very seriously and could result in dismissal for gross misconduct under the Disciplinary Procedure. You are deemed to be under the influence of drugs or alcohol where this is the reasonable opinion of a manager or director.
- 29.14 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager or supervisor or the Human Resources Department. 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.
- 29.15 You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct and result in disciplinary action.
- 29.16 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.
- 29.17 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.
- 29.18 Managers should act to prevent excessive consumption of alcohol by any member of staff and should take steps to deal with any unacceptable conduct that occurs at such functions. Any such behaviour may lead to disciplinary action.
- 29.19 We expect all our staff 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.
- 29.20 If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you must tell your line manager without delay.

Stress at Work

- 29.21 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.
- 29.22 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.
- 29.23 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.
- 29.24 The Company will also provide training for all managers and supervisory staff in good management practices.
- 29.25 Managers should:
- Conduct and implement recommendations of risks assessments within their jurisdiction.
 - Ensure good communication between management and staff, particularly where there are organisational and procedural changes.
 - Ensure staff are fully trained to discharge their duties.
 - Ensure staff are provided with meaningful developmental opportunities.
 - Monitor workloads to ensure that people are not overloaded.
 - Monitor working hours and overtime to ensure that staff are not overworking. Monitor holidays to ensure that staff 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 staff 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.

29.26 Employees should:

- Raise issues of concern with your health and safety representative or your line manager
- Accept opportunities for counselling when recommended.

30. Smoke Free Workplace Policy

30.1 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.

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

30.3 This no-smoking policy complies with the Health Act 2006 and associated regulations. We voluntarily extend the prohibition to electronic cigarettes. We are committed to a programme of action to make this policy effective and to bring it to the attention of all staff.

Scope and implementation of the policy

30.4 Smoking or using electronic cigarettes 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.

30.5 Staff may only smoke or use electronic cigarettes outside in designated areas during breaks. When smoking or using electronic cigarettes outside, staff should ensure that they dispose of cigarette butts and other litter appropriately.

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

30.7 Information on stopping smoking with support from local cessation services will be provided for smokers at their request. The NHS Smoking Helpline number is 0800 169 0 169 and can offer advice and support on stopping smoking.

Breaches of the policy

30.8 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.

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

31. Company Cars

- 31.1 Employees may be eligible for a company car according to their job role. If you are entitled to a car this will be stated in your Contract of Employment.
- 31.2 Company Car users will be entitled to claim mileage at the rates published from time to time by the Company.

Car Maintenance

- 31.3 You are responsible for ensuring that the car is properly maintained at all times in accordance with the vehicle service schedule. Regular servicing is imperative to avoid invalidating the warranty. The car must be kept in a fully roadworthy, safe and clean condition (including a valid MOT certificate where appropriate) and tyres should be checked regularly.
- 31.4 At the expiry of the lease, the car should be returned in a condition commensurate with its age and mileage.
- 31.5 If excessive valeting or repairs are required (i.e. cleaning beyond basic vacuuming) or the value of the car is significantly reduced because of excessive wear and tear (i.e. damage) you may be asked to bear the cost.
- 31.6 An independent assessment will be obtained and you will be informed before a charge is made. In the event of a dispute, the judgement of the Directors is final.

Accident Reporting

- 31.7 All accidents must be reported immediately to your line manager or to a Director.
- 31.8 It is the responsibility of the individual to keep the car in a fully roadworthy, safe and clean condition (including a valid MOT certificate where appropriate). Failure to do so may result in further action, including disciplinary action, by the Company.

Car Security

- 31.9 Items of value, removable radio fronts, sat navs and mobile phones must always be removed from the vehicle for however short a period the car is left unattended. If they cannot be removed completely, they should be locked in the boot, out of sight.

Traffic Offences

- 31.10 You are responsible for paying all your fines as a result of road traffic offences and parking fines. If fines are not paid immediately, your cost centre will incur an administration fee from the leasing company for identifying the car user.

31.11 If you commit a traffic offence that is detected by camera, the Company will be required to declare the name, address, date of birth and driving licence number of the person driving the car at the time of the offence. Failure to do so will result in the Company being liable for prosecution.

31.12 If you are banned from driving for a period of time as a result of a traffic offence, it is your responsibility to ensure that appropriate plans are put in place to enable you to still fulfil the duties of your job. Any costs incurred as a result of this, e.g. taxi or train fares, should not be reclaimed from the Company.

Authorised Drivers

31.13 The Company authorises the use of Company Cars by the following drivers:

1. All employees
2. Other persons with the written consent of a Director, which will only be given in cases of special need or hardship

31.14 All drivers must meet the following requirements:

1. They must be at least 25 years of age
2. They must have completed a Driver Questionnaire, and update this annually
3. They must have held a full UK driving licence for at least a year

Excess Charge

31.15 Company cars are covered by fully comprehensive insurance with an excess payment applicable. Where employees are involved in an 'at fault' accident in a Company vehicle, they will be liable (in the absence of exceptional mitigating circumstances) for the first excess payment under the motor insurance policy unless they were travelling on company business .

Company Car Drivers

31.16 The vehicle allocated to you represents a substantial investment by the Company in you and your job. In entrusting this asset to your safekeeping you have the responsibility to drive safely and to look after it as if it were your own.

31.17 You are expected to maintain the vehicle in a good condition at all times.

31.18 This section details the Company's requirements on the use, servicing and other aspects of Company vehicle operation. Please read it carefully and make sure you understand the contents fully. If you have any questions, please contact your line manager or a Director for clarification.

31.19 Your Company car is made available to you on the terms set out in your Contract of Employment.

- 31.20 Use of the Company car is subject to compliance with the Company Car Policy and is always at the discretion of the Company. The Car may be withdrawn without compensation in the event of any breach of the policy. It is your responsibility to bring the requirements of the Company Car Policy
- 31.21 Apart from use in connection with the Company's business, the Company car may be used for social, domestic and pleasure purposes. It may not be used for any other business purpose.
- 31.22 The Company reserves the right to withdraw the car in cases of abuse, including, but not limited to, inadequate care and maintenance, reckless or irresponsible acts and causing unnecessary damage. The Company also reserves the right to charge you the costs of repair of any such damage caused to the car.
- 31.23 The manufacturer's handbook as supplied with the vehicle should be read carefully even if you have driven a similar model before. Modifications are often introduced which may need slightly different procedures. The handbook should be kept in the vehicle at all times as a point of reference, for technical data, e.g. tyre pressures, or in the event of an emergency.
- 31.24 In addition, if you have been provided with a Hire car please refer to the instruction provided by the supplier in respect of care of vehicles.
- 31.25 Smoking is not permitted in any Company vehicle
- 31.26 On being granted the use of a Company car for the first time you will be required to produce your original driving licence (including paper counterpart) to your line manager and it will be checked annually thereafter. You will also be required to produce the original driving licences of any Additional Authorised Drivers before they drive a Company car for the first time and annually thereafter.
- 31.27 Should the licence become invalid it is your responsibility to notify line line manager or a director immediately. Disqualification from driving will be reviewed on an individual basis and may result in withdrawal of the Company Car without compensation and / or review of capability to undertake the responsibilities associated with the job role.
- 31.28 You must notify your line manager immediately of any penalty points incurred or any legal proceedings that could result in either an endorsement or loss of licence.
- 31.29 You must notify your line manager immediately of any medical problems that you or any Additional Authorised Driver are required to notify to the DVLA or that would prevent you from driving.
- 31.30 The Company is required to notify the insurers of any drivers who have penalty points, who have a medical condition that would prevent them from driving, are being prosecuted in relation to a motoring offence involving drink or drugs, or who have been banned from driving. Any drivers who have 6 penalty points or more may be made liable for the full excess cost of any insurance claim.
- 31.31 Learner drivers are not permitted to drive Company cars.

- 31.32 Responsibility for driving licence endorsements and for the payment of fines and costs arising from driving and parking offences rests entirely with the driver of the company car – i.e. you unless you can show that an Additional Authorised Driver was driving the vehicle.
- 31.33 When the Company/Lease Provider receives a notice of intended prosecution from the Police it is legally required to return the notice, identifying the driver of the vehicle. The Police will then proceed directly against the driver of the vehicle. It is therefore important that you know who is driving the Company car at all times.
- 31.34 Payments should be made promptly to avoid an increase in the penalty charge. Where a reminder or subsequent notification is made to the Company indicating that the fine remains outstanding the Company may settle the payment (including any additional administrative fees imposed by the Leasing Company or if using a hire car, the supplier) and require you to reimburse the full amount to the Company immediately.
- 31.35 You and any Additional Authorised Drivers are expected to be familiar with and comply with all aspects of the traffic regulations currently in force, including the Highway Code.
- 31.36 You are also responsible for ensuring that the car complies with current Road Vehicle (Construction and Use) Regulations in respect of condition, lights, brakes, tyres etc. and for arranging that appropriate repair work be undertaken. Under no circumstances should a Company car be driven whilst in a defective and unsafe condition.
- 31.37 If the Company is prosecuted in respect of offences under the Road Vehicle (Construction and Use) Regulations, the Company reserves the right to take such disciplinary action as it deems appropriate.
- 31.38 You are responsible for ensuring that your car is covered by a valid MOT certificate (where applicable).

Vehicle Defects

- 31.39 All defects should be repaired as soon as possible: refer to sections below on servicing and maintenance / non-accident repairs. To continue to drive the car may be illegal, e.g. while the speedometer is defective.
- 31.40 In the event of a defect on your vehicle becoming apparent in the course of your journey, if it affects the roadworthiness / safety of your vehicle, you must bring your vehicle to a halt and park it as safely as possible and contact the recovery services immediately.
- 31.41 Under no circumstances will the Company permit or condone the use of the vehicle where there is any defect that might render it un-roadworthy.

Servicing and Maintenance

- 31.42 You are responsible for making regular checks of water, battery, oils, tyres, lights, etc., and when necessary, for ensuring that the car is adequately protected with anti-freeze.

31.43 It is your responsibility to ensure that the car is regularly serviced in accordance with the maker's recommendations and that this is recorded in the service book.

31.44 All work must be carried out by an approved franchise dealer otherwise problems will arise in connection with repairs carried out under warranty. Drivers must advise the dealer of the identity of their lease provider to ensure the costs are invoiced directly to the lease provider. This will then be recharged to the Company if appropriate.

31.45 The Company will reimburse you for oil purchased for your Company car.

31.46 You are responsible for keeping the car in good order and in a clean and tidy condition, at your own expense.

Insurance

31.47 The Company has arranged comprehensive insurance for all company cars providing cover against loss, theft, accidental damage (including misfuelling), vandalism, passenger liability, fire and third party claims.

31.48 However, the insurers may decline responsibility if the car:

has defective tyres

is not in a roadworthy condition

was driven by an unauthorised or unqualified person.

31.49 Personal belongings are not insured against loss or theft. You are recommended to take out separate or additional cover when carrying more than usual personal belongings.

Accidents

31.50 In the event of an accident, the following procedure should be adopted by the driver:

- Stop.
- DO NOT ADMIT LIABILITY IN ANY WAY WHATSOEVER
- Exchange name, address, telephone number and insurance Company details. Inform the third party that the certificate of insurance is held by The T Shirt Guy Limited
- Note the registration number and make/model of any other vehicle(s) involved.
- Obtain names and addresses of any witnesses. Note any statements made by witnesses
- Measure the position of vehicles on the road and, if possible, take pictures or make a sketch of the scene.

- Note if vehicle lights were on and if any signals were made by either party
- If damage has occurred to third party property, assess the damage so far as possible and inform the Police within 24 hours of the accident.
- Contact the Police as soon as possible (maximum 24 hours) if:
 - Anyone is injured
 - A reportable animal (dog or farm animal) is injured
 - A third party fails to stop
 - Street furniture (e.g. lampposts, road signs) or third party property is damaged
 - An offence has been committed
 - Your vehicle has been stolen or broken into – obtain a crime reference number.

31.51 Do not remove your vehicle under its own power if this could cause further damage.

31.52 Report the accident immediately to a Director, even if there is no apparent damage to your vehicle or any third party vehicle involved in the accident and follow any instructions they may give. Any delay in notifying an accident could affect our insurer's ability to minimise the cost of a claim from a third party.

31.53 Report the accident to your line manager or a director by telephone as soon as practicable and complete and submit the accident report form.

31.54 Make a careful note of: Time, Date, Location, Traffic, Weather and Road Conditions.

31.55 Notice of any intended prosecution as a result of the accident should be advised to your Nominated Vehicle Line manager.

Theft

31.56 Vehicle security is a major issue. In an effort to minimise losses, you must ensure that when the car is left unattended, nothing is left on view, personal possessions, demountable radio fascias and mobile telephones are to be removed, the alarm is to be set (when fitted) and above all the vehicle is parked in a reasonable area which is well lit at night. Under no circumstances should the car be left open and unattended with the keys in plain view. ALWAYS REMOVE THE KEYS AND LOCK THE CAR WHEN REFUELLING.

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

31.58 If your car is stolen immediately notify the Police in that locality and your line manager.

31.59 Damage or loss arising from the theft or attempted theft where the ignition keys have been left in or on the vehicle will not be covered by insurance.

Overseas Use

31.60 The Company car may only be used outside the United Kingdom with the prior written consent of the Company.

Taxable Benefits

31.61 Company cars are considered to be taxable benefits. The Company will provide HM Revenue and Customs with the appropriate information annually on Form P11D. The Company will advise HM Revenue and Customs when an employee changes their vehicle but it is the responsibility of the employee to ensure that they are paying the correct tax.

32. Use of Private cars for Business Purposes

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

32.2 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.

32.3 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.

32.4 Employees must provide a replacement vehicle at their own cost should their car be unavailable for any reason whatsoever.

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

32.6 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.

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

- 32.8 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.
- 32.9 Payment of fines and costs arising from driving and parking offences are the responsibility of the Employee.
- 32.10 The Employee is expected to be familiar with all aspects of the traffic regulations currently in force, including the Highway Code.
- 32.11 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.
- 32.12 The Employee must hold a current valid UK full driving licence.
- 32.13 Responsibility for the renewal of Road Fund Licences is with the Employee.
- 32.14 Responsibility for MOT's is with the Employee. Employees must ensure that an MOT test is undertaken and a certificate is obtained as necessary.
- 32.15 The cost of all maintenance and care of the car is the responsibility of the Employee.
- 32.16 The Employee is responsible for making regular safety and maintenance checks, including tyres, screen wash, oil, etc.
- 32.17 It is the responsibility of the Employee to ensure that the car is regularly serviced in accordance with the manufacturer's guidelines.
- 32.18 The Employee is responsible for keeping the car in good order and in a clean and tidy condition.
- 32.19 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 Motor Policy does not cover an employee to drive a private vehicle (i.e. one that is not owned or leased to the Company).
- 32.20 To protect the good name of the Company the car must at all times be driven in a responsible and courteous manner.
- 32.21 The Company does not accept any responsibility for any theft of or from the car in any circumstances.
- 32.22 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.

33. All Drivers

Safe Driving

33.1 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

33.2 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

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

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

33.4 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

33.5 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 will result in dismissal.

33.6 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

33.7 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 Blackberry, 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.
- 33.8 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.
- 33.9 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.
- 33.10 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.
- 33.11 Any fines or penalties you may incur as a result of using a mobile telephone whilst driving are your responsibility.

34. Leaving the Company

Giving Notice

- 34.1 If you wish to voluntarily terminate your employment you are required to do so in writing to your line manager/ a Director in accordance with the notice periods set down in your Contract of Employment.
- 34.2 Where the Company is required to give you notice, this will be satisfied by the Company sending such to your last known address in writing or hand delivering this to you. Please remember you have an obligation to keep us informed of your personal details.
- 34.3 No notice period will apply if you are dismissed for gross misconduct.
- 34.4 The Company and you both have the right to waive each other's entitlement to notice by mutual agreement.

During Notice Period

- 34.5 Once notice is given the Company reserves the right to require you to work all or part of your notice period at home, during which time you may not attend your place of work or any other premises that the Company may operate from. You may be required not to perform any duties during this period. You may not unless with written permission contact or attempt to contact any of the Company's clients/customers/ suppliers or any other person(s) you may interact with in the normal course of your duties, with the exception of your line manager or a Director.

Leaving Without Working Notice

- 34.6 If, on leaving our employment, for whatever reason, you fail to work your full contractual notice, without our prior agreement, an amount equal to any loss suffered by the Company or the additional cost of covering your duties for the period not worked, will be deducted from any final monies due to you.

Return of Company Equipment/Property

- 34.7 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, keys, disks/data other records, equipment, stock, patterns, garments etc).

Post-Termination Obligations

- 34.8 Following the termination of your employment for whatever reason you will:
- (a) Not represent yourself as being in any way connected with or have any interest in any part of the business of the Company.
 - (b) Comply with any post termination obligations as stated in your Contract of Employment or within this Employee Handbook.

35. Equal Opportunities Policy

- 35.1 We are committed to ensuring that no employee receives less favourable treatment on the grounds of race, sex, religion, marital status, nationality, ethnic origin, age, disability or sexual orientation. The Company is committed to providing equal opportunities throughout employment, including in the remuneration,

training and promotion of staff. We will act promptly to deal with any complaints or grievances raised in respect of any breach of this policy.

Recruitment and Selection

- 35.2 Recruitment and promotion decisions will be made on the basis of fair and objective criteria.
- 35.3 We will ensure that information about vacant posts will be circulated as widely as possible, so that it may reach as wide a group as possible.
- 35.4 No recruitment literature or advertisements will employ a preference for any one group of applicants, unless there is a general occupational requirement which limits the post to a particular group, in which case this will be clearly stated.

Selection

- 35.5 All job applicants, or applicants for promotion, will be treated equally. Applicants will be considered on their merits and skills for employment, career development and promotion without discrimination.

Training, Facilities and Benefits

- 35.6 All employees will be provided with the appropriate training for their needs, regardless of their race, sex, religion, marital status, nationality, ethnic origin, age, disability or sexual orientation. The Company will make no distinction based on such grounds between the training, facilities and benefits it provides to its employees.

Responsibilities

- 35.7 It is the responsibility of all employees to ensure that they abide by this policy and you can contribute, in particular, by:
- not discriminating against fellow employees, customers, suppliers or members of the public with whom you come into contact during the course of your duties;
 - not inducing or attempting to induce others to practice unlawful discrimination.
- 35.8 If you consider that you are a victim of unlawful discrimination, you should raise this issue through the Grievance Procedure. You should be assured that the Company will at all times take such allegations seriously and will carry out a full investigation and take appropriate measures against unacceptable behaviour.
- 35.9 We are committed to promoting equality of opportunity for all staff and job applicants. We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit.

- 35.10 We do not discriminate against staff on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**protected characteristics**).
- 35.11 The principles of non-discrimination and equality of opportunity also apply to the way in which staff treat visitors, clients, customers, suppliers and former staff members.
- 35.12 All staff have a duty to act in accordance with this policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, regardless of their status. Your attention is drawn to our separate Anti-harassment and bullying policy.

Scope and purpose of the policy

- 35.13 This policy applies to all aspects of our relationship with staff and to relations between staff members at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.

Forms of discrimination

- 35.14 Discrimination by or against an employee is generally prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.
- 35.15 Direct discrimination occurs where someone is treated less favourably because of one or more of the protected characteristics set out above. For example, rejecting an applicant on the grounds of their race because they would not "fit in" would be direct discrimination.
- 35.16 Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage. For example, a requirement to work full time puts women at a particular disadvantage because they generally have greater childcare commitments than men. Such a requirement will need to be objectively justified.
- 35.17 Harassment related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- 35.18 Victimisation is also prohibited. This is less favourable treatment of someone who has complained or given information about discrimination or harassment, or supported someone else's complaint.

Recruitment and selection

- 35.19 We aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics above. Our recruitment procedures are reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities. Job selection criteria are regularly reviewed to ensure that they are relevant to the job and are not disproportionate.
- 35.20 Job advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.
- 35.21 Applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with a Director's approval. For example:
- Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).
 - Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.
 - Positive action to recruit disabled persons.
 - Equal opportunities monitoring (which will not form part of the decision-making process).
- 35.22 Applicants should not be asked about past or current pregnancy or future intentions related to pregnancy. Applicants should not be asked about matters concerning age, race, religion or belief, sexual orientation, or gender reassignment without the approval of a Director (who should first consider whether such matters are relevant and may lawfully be taken into account).
- 35.23 We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective staff, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the UK Border Agency.
- 35.24 To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in our organisation, we monitor applicants' ethnic group, gender, disability, sexual orientation, religion and age as part of the recruitment procedure. Provision of this information is voluntary and it will not adversely affect an individual's chances of recruitment or any other decision related to their employment. The information is removed from applications before shortlisting, and kept in an anonymised format solely for the purposes stated in this policy. Analysing this data helps us take appropriate steps to avoid discrimination and improve equality and diversity.

Staff training and promotion and conditions of service

35.25 Staff training needs will be identified through regular staff appraisals. All staff will be given appropriate access to training to enable them to progress within the organisation and all promotion decisions will be made on the basis of merit.

35.26 Our conditions of service, benefits and facilities are reviewed regularly to ensure that they are available to all staff who should have access to them and that there are no unlawful obstacles to accessing them.

Termination of employment

35.27 We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.

35.28 We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

Disability discrimination

35.29 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

35.30 If you experience difficulties at work because of your disability, you may wish to contact your line manager or a Director to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line manager or the Directors may wish to consult with you and your medical adviser(s) about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

35.31 We will monitor the physical features of our premises to consider whether they place disabled workers, job applicants or service users at a substantial disadvantage compared to other staff. Where reasonable, we will take steps to improve access for disabled staff and service users.

Part-time work

35.32 We monitor the conditions of service of part-time employees and their progression to ensure that they are being offered appropriate access to benefits and training and promotion opportunities. We will ensure requests to alter working hours are dealt with appropriately under our Flexible Working Policy.

Breaches of the policy

35.33 If you believe that you may have been discriminated against you are encouraged to raise the matter through our Grievance Procedure. If you believe that you may have been subject to harassment you are encouraged to raise the matter through our Anti-harassment and Bullying Policy.

35.34 Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Staff who make such allegations in good faith will not be victimised

or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under our Disciplinary Procedure.

- 35.35 Any member of staff who is found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. We take a strict approach to serious breaches of this policy.

36. Anti-harassment and Bullying Policy

- 36.1 The purpose of this policy is to ensure that all staff are treated and treat others with dignity and respect, free from harassment and bullying. All staff should take the time to ensure they understand what types of behaviour are unacceptable under this policy.
- 36.2 This policy covers harassment or bullying which occurs both in and out of the workplace, such as on business trips or at events or work-related social functions. It covers bullying and harassment by staff and also by third parties such as customers, suppliers or visitors to our premises.
- 36.3 Staff must treat colleagues and others with dignity and respect, and should always consider whether their words or conduct could be offensive. Even unintentional harassment or bullying is unacceptable.
- 36.4 We will take allegations of harassment or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by an employee will be treated as misconduct under our Disciplinary Procedure. In some cases it may amount to gross misconduct leading to summary dismissal.

What the law says

- 36.5 The Equality Act 2010 prohibits harassment related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress.
- 36.6 Under the Health and Safety at Work Act 1974 staff are entitled to a safe place and system of work.
- 36.7 Individual members of staff may in some cases be legally liable for harassment of colleagues or third parties [including customers], and may be ordered to pay compensation by a court or employment tribunal.

What is harassment?

- 36.8 Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

36.9 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

36.10 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

36.11 Harassment may include, for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault;
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless), and suggestions that sexual favours may further a career or that a refusal may hinder it;
- continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
- sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet);
- offensive or intimidating comments or gestures, or insensitive jokes or pranks;
- mocking, mimicking or belittling a person's disability;
- racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- outing or threatening to out someone as gay or lesbian; or
- ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.

36.12 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if they create an offensive environment for him.

What is bullying?

36.13 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean

being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

36.14 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- shouting at, being sarcastic towards, ridiculing or demeaning others;
- physical or psychological threats;
- overbearing and intimidating levels of supervision;
- inappropriate and/or derogatory remarks about someone's performance;
- abuse of authority or power by those in positions of seniority; or
- deliberately excluding someone from meetings or communications without good reason.

36.15 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

36.16 Staff should disclose any instances of harassment or bullying of which they become aware to their line manager or a Director.

Informal steps

36.17 If you are being bullied or harassed, you should initially consider raising the problem informally with the person responsible, if you feel able. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager or a Director, who can provide confidential advice and assistance in resolving the issue formally or informally.

36.18 If you are not certain whether an incident or series of incidents amount to bullying or harassment, you should initially contact your line manager or a Director informally for confidential advice.

36.19 If informal steps have not been successful or are not possible or appropriate, you should follow the formal procedure set out below.

Raising a formal complaint

36.20 If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to a Director, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to another Director.

- 36.21 Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
- 36.22 As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

Formal investigations

- 36.23 We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.
- 36.24 We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation. You will be given a provisional timetable for the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.
- 36.25 Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.
- 36.26 Where your complaint is about someone other than an employee, such as a contractor, client or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.
- 36.27 We will also seriously consider any request that you make for changes to your own working arrangements during the investigation. For example you may ask for changes to your duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.
- 36.28 It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.

36.29 At the end of the investigation, the investigator will submit a report to a person nominated to consider the complaint. This nominated person will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a trade union representative to the meeting. A copy of the report and the findings will be given to you and to the alleged harasser.

Action following the investigation

36.30 If the nominated person considers that harassment or bullying has occurred, prompt action will be taken to address it.

36.31 Where the harasser or bully is an employee the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure.

36.32 Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour; speaking or writing to the person and/or their superior about their behaviour; or, in very serious cases, banning them from the premises or terminating a contract with them.

36.33 Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.

36.34 Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

Appeals

36.35 If you are not satisfied with the outcome you may appeal in writing to the Directors, stating your full grounds of appeal, within five days of the date on which the decision was sent or given to you.

36.36 We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a line manager or director who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or trade union representative to the meeting.

36.37 We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

Protection and support for those involved

36.38 Staff who make complaints or who participate in good faith in any investigation conducted under this policy must not suffer any form of retaliation or victimisation as a result.

36.39 If you believe you have suffered any such treatment you should inform your line manager or a Director. If the matter is not remedied you should raise it formally using our Grievance Procedure or this procedure if appropriate.

36.40 Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith with an investigation under this procedure will be subject to disciplinary action under our Disciplinary Procedure.

Confidentiality and data protection

36.41 Confidentiality is an important part of the procedures provided under this policy. Everyone involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.

36.42 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

36.43 Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

37. Anti-corruption and Bribery Policy

37.1 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.

37.2 We will uphold all laws relevant to countering bribery and corruption. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

37.3 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.

37.4 It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an Company if we fail to prevent bribery we

can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.

- 37.5 In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians and political parties.

Who must comply with this policy?

- 37.6 This policy applies to all persons working for us or any Group Company or on our behalf in any capacity, including employees at all levels, Directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located (collectively referred to as **workers** in this policy).

What are bribery and corruption?

- 37.7 **Bribery** is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.
- 37.8 An **advantage** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.
- 37.9 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.
- 37.10 **Corruption** is the abuse of entrusted power or position for private gain.

What you must not do

- 37.11 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 we 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

37.12 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.

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

Your responsibilities

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

37.15 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.

37.16 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.

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

How to raise a concern

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

37.19 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

37.20 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.

37.21 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. 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.

38. Whistleblowing Policy

38.1 We are committed to conducting our business with honesty and integrity, and we expect all staff to maintain high standards. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring or to address them when they do occur.

38.2 The aims of this policy are:

- To encourage staff to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.
- To provide staff with guidance as to how to raise those concerns.
- To reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.

What is whistleblowing?

38.3 **Whistleblowing** is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

- criminal activity;
- miscarriages of justice;

- danger to health and safety;
- damage to the environment;
- failure to comply with any legal obligation or regulatory requirements;
- the deliberate concealment of any of the above matters.

38.4 A **whistleblower** is a person who raises a genuine concern relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a **whistleblowing concern**) you should report it under this policy.

38.5 This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases you should use the Grievance Procedure or Anti-harassment and Bullying Policy as appropriate.

Raising a whistleblowing concern

38.6 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. 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.

38.7 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.

38.8 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

38.9 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.

38.10 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.

External disclosures

38.11 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

38.12 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. It will very rarely if ever be appropriate to alert the media. We strongly encourage you to seek advice before reporting a concern to anyone external. The independent whistleblowing charity, Public Concern at Work, operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern.

Investigation and outcome

38.13 Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.

38.14 In some cases we may appoint an investigator or team of investigators including staff with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.

38.15 We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.

38.16 If we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower will be subject to disciplinary action.

If you are not satisfied

38.17 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.

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

Protection and support for whistleblowers

38.19 It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

38.20 Staff must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform a Director immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.

38.21 Staff must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. [In some cases the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

39. Maternity policy

Introduction

39.1 This policy sets out the statutory rights of employees who are pregnant or have recently given birth and gives details of the arrangements for antenatal care, pregnancy-related illness, and maternity leave and pay.

39.2 The rights and entitlements of pregnant employees are subject to conditions which are set out in the relevant legislation. To assist employees in an area which can be complex, we have summarised below the main entitlements and rights, and the conditions which will need to be met in each case. This section is not meant to be an exhaustive explanation of the rights, and if employees should raise any queries with their line manager.

39.3 The benefits offered by the Company are in line with the statutory maternity benefits scheme.

39.4 Employees who are pregnant are requested to inform the Company as soon as possible so that appropriate arrangements can be made, and we can ensure they receive their full entitlements.

Notification of Pregnancy

39.5 On becoming pregnant an employee should notify her line manager as early as possible. This is important as there are health and safety considerations for the Company.

39.6 By the end of the Qualifying Week (the 15th week before the Expected Week of Childbirth ("EWC")), or as soon as reasonably practicable thereafter, the employee is required to inform the Company in writing of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

39.7 The employee must also provide a Form MATB1, which is a certificate signed by a doctor or midwife confirming the expected week of childbirth. The form should have the doctor's name and address or the midwife's name and registration number on it.

39.8 The employee may bring forward or delay the commencement date for maternity leave, provided that she advises the Company in writing at least 28 days before the new start date (or in the case of delaying the start date, of the original start date) or, if that is not possible, as soon as reasonably practicable thereafter.

Antenatal Care

- 39.9 Pregnant employees are entitled to take reasonable paid time off during working hours for antenatal care, regardless of length of service or the number of hours worked. This means that employees can take a reasonable amount of time off and be paid to attend antenatal care appointments made on the advice of a registered practitioner, registered midwife or registered health worker.
- 39.10 We would request that appointments are arranged normally at the start or end of the employee's working day to minimise disruption.
- 39.11 If requested to do so, the employee must provide a certificate of pregnancy (which can be obtained from your General Practitioner) and an appointment card.
- 39.12 An employee should provide as much notice as possible of antenatal appointments and, wherever practicable, try to arrange the appointments outside of working hours or at the start or end of the working day.
- 39.13 An employee who is an expectant father or partner of a pregnant woman (including spouse or civil partner or person in a long term relationship with her) is entitled to take reasonable unpaid time off work to accompany the woman to up to 2 of her antenatal appointments. The time off is capped at 6 and a half hours for each appointment.
- 39.14 An employee should provide as much notice as possible of antenatal appointments that they wish to accompany the expectant mother to and if requested to do so, the employee must provide a signed declaration stating the date and time of the appointment, that the employee qualifies for the unpaid time off through his or her relationship with the mother or child, and that the time off is for the purpose of attending an antenatal appointment with the expectant mother that has been made on the advice of a registered medical practitioner, nurse or midwife.

Health and Safety

- 39.15 The Company has a duty to take care of the health and safety of all employees. The Company is also required to carry out an assessment of the workplace risks to women who are pregnant, have recently given birth or are breastfeeding. If an employee's job is identified as carrying any risk for the employee or their unborn child they will be notified immediately and arrangements will be made to remove them from those risks. This may mean that the employee's working conditions are altered or that they are offered another more suitable job for the duration of their pregnancy.
- 39.16 If neither of these options is possible the Company may have to suspend the employee from work on maternity grounds until such time as there are no longer risks to health. If an employee is suspended in these circumstances, her employment will continue during the period of suspension and her statutory and maternity rights will not be affected. The employee will be entitled to her normal salary and contractual

benefits during any period of suspension, unless she unreasonably refuses a suitable alternative vacancy offered to her.

Sickness Absence

- 39.17 If an employee is absent from work during pregnancy owing to sickness, she will receive normal statutory or contractual sick pay provided that she has not commenced her maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.
- 39.18 If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify the Company in writing of this as soon as reasonably practicable.

Maternity Leave

- 39.19 All pregnant employees are entitled to take up to 26 weeks' ordinary maternity leave and up to 26 weeks' additional maternity leave, making a total of 52 weeks. This is regardless of the number of hours worked or length of service. Additional maternity leave begins on the day after ordinary maternity leave ends.
- 39.20 Ordinary maternity leave can start at any time after the beginning of the eleventh week before the expected week of childbirth, unless the child is born prematurely in which case the start date will be earlier. Maternity leave will start on whichever date is the earlier of:
- the employee's chosen start date;
 - the day after the employee gives birth; or
 - the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.
- 39.21 If the employee gives birth before her maternity leave is due to start, she should notify the Company in writing of the date of birth as soon as is reasonably practicable.
- 39.22 Employees are legally prohibited from working during the "compulsory maternity leave period" which is the 2 weeks immediately after the birth. This period of compulsory maternity leave forms part of the ordinary maternity leave period.
- 39.23 During the period of maternity leave, the employee's contract of employment continues in force and she is entitled to receive all her contractual benefits, except for her remuneration. In particular, the employee will continue to receive benefits (where applicable) such as life assurance, private medical insurance, private use of Company Car etc. Also holiday entitlements will continue to accrue throughout the period.
- 39.24 Entitlement to remuneration will be replaced, where the employee is eligible, by Statutory Maternity Pay.

39.25 The Company encourages employees to take outstanding holiday due to them before the commencement of ordinary maternity leave. Holiday must be taken in the holiday year in which it accrues and therefore, if the relevant holiday year is due to end during maternity leave, the employee should take the full years' entitlement before going on maternity leave, to avoid losing the entitlement.

Statutory Maternity Pay

39.26 Employees may be entitled to receive Statutory Maternity Pay (SMP) for up to 39 weeks during maternity leave. An employee is entitled to SMP if the following conditions are met:

- they have been continuously employed for at least 26 weeks, ending with the fifteenth week, before the EWC;
- their average weekly earnings are not less than the figure set by the Government for the payment of National Insurance contributions;
- they are still pregnant at the eleventh week before the EWC or have given birth by that time;
- they give at least 28 days notice that you intend to stop work;
- they provide medical evidence of the EWC, if requested.

39.27 If an employee is eligible for SMP, they will be paid for the first 6 weeks ordinary maternity leave at the earnings related rate (equivalent to 90% of earnings*) and for the remaining 33 weeks of the ordinary maternity leave period they will be paid at the standard rate set each year by the Government (or 90% of earnings, if this is the lesser amount).

39.28 If an employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave, the higher or standard rate of SMP will be recalculated to take account of the employee's pay rise, regardless of whether SMP has already been paid. This means that the employee's SMP will be recalculated and increased retrospectively, or she may qualify for SMP if she did not previously. The employee will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay increase.

39.29 SMP is treated as earnings for the purpose of PAYE and National Insurance Contributions.

39.30 If an employee does not qualify for SMP they may be entitled to claim state maternity allowance. Such a claim should be made to the Department of Social Security.

* calculated over the period of eight weeks up to and including the qualifying week, to include shift allowances, overtime, bonuses and commission.

Contact During Maternity Leave

39.31 The Company reserves the right in any event to maintain reasonable contact with the employee during maternity leave. This will include to discuss the employee's plans to return to work, to discuss any special arrangements to be made or training to be provided or to update her on developments at work during her absence.

Keeping-in-Touch Days

39.32 Except in the period of compulsory maternity leave (normally the two week period following childbirth), an employee can agree to work for the Company or attend training for up to 10 days during the maternity leave period. Such work will not affect SMP nor end the maternity leave. These days are known as "keeping-in-touch" days.

39.33 The Company has no right to require an employee to carry out any work, and the employee has no right to undertake work, during the maternity leave period. Any work undertaken, including the amount of remuneration paid, is a matter for agreement between the employee and the Company.

Returning to Work

39.34 The employee will have been informed in writing by the Company of her return to work date if she were to take her full 52 week entitlement to maternity leave. The employee is expected to return to work on this date. If the employee is unable to attend work at the end of her maternity leave due to sickness, the normal reporting arrangements will apply. In any other case, the employee's late return without prior consent will constitute unauthorised absence.

39.35 If the employee wishes to return to work earlier than the expected return date, she must give the Company at least eight weeks' notice of her date of early return in writing. If she fails to do so, the Company may postpone her return to work to a date that would give eight weeks' notice, provided that this is no later than the original return to work date.

39.36 If the employee decides not to return to work after maternity leave, she must give notice of resignation as soon as possible in accordance with the terms of her contract of employment. If the notice period would expire after maternity leave has ended, the Company may require the employee to return to work for the remainder of the notice period.

Rights On and After Return to Work

39.37 On resuming work after ordinary maternity leave, the employee is entitled to return to the same job as she occupied before commencing maternity leave and on the same terms and conditions she would have had if she had not been absent.

39.38 On resuming work after additional maternity leave, the employee is entitled to return to the same job as she had before commencing maternity leave and on the same terms and conditions she would have had if

she had not been absent, except where this is not reasonably practicable, in which case the Company may offer the employee suitable alternative employment on terms and conditions no less favourable than would have applied if she had not been absent.

39.39 An employee who worked full-time prior to maternity leave, has no automatic right to return to work part-time or to expect any other changes to her working patterns. The Company will, however, consider all requests for part-time working/ changes to working patterns in line with the Company's operational requirements. If an employee would like this option to be considered, she should write to her line manager setting out her proposals as soon as possible before her return date, to allow sufficient time to consider the request.

40. Adoption leave policy

Introduction

40.1 This policy sets out the statutory rights of employees who are adopting.

40.2 An employee who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave provided certain qualifying conditions are met. The entitlement is to 26 weeks' ordinary adoption leave and 26 weeks' additional adoption leave.

40.3 This leave is only in respect of a child who is under the age of 18 when placed for adoption.

40.4 To qualify for adoption leave, an employee must:-

- have been employed for a period of not less than 26 weeks ending in the week in which they were notified that a match with the child to be adopted had been made;
- provide evidence of entitlement;
- inform the Company of the date when the child is expected to be placed for adoption and the date on which the employee has chosen the leave period to begin.

40.5 Whilst on adoption leave, an employee will be entitled to their normal contractual benefits, except for in relation to pay or other remuneration. Salary and other remuneration will be replaced, where eligible, by Statutory Adoption Pay (SAP). Entitlements to private use of Company Car, accrual of holiday, life insurance, private medical insurance etc will continue.

40.6 The Company encourages employees to take outstanding holiday due to them before the commencement of ordinary adoption leave. Holiday must be taken in the holiday year in which it accrues and therefore, if the relevant holiday year is due to end during adoption leave, the employee should take the full years' entitlement before going on adoption leave, to avoid losing the entitlement.

Statutory Adoption Pay

40.7 Employees who qualify for adoption leave may be entitled to receive Statutory Adoption Pay ("SAP") for up to 39 weeks of the adoption leave, provided the following conditions are met:-

- the employee has been in our employment for a continuous period of at least 26 weeks at the date when adoption notification is given;
- the employee's normal weekly earnings in the 8 weeks ending with the week in which they are notified of the match are not less than the figure set by the Government for the payment of National Insurance contributions;
- the employee has elected to receive SAP.

40.8 If an employee is eligible for SAP, they will be paid at the standard rate set each year by the Government or at 90% of normal weekly earnings, whichever is the lesser.

40.9 Statutory adoption pay is treated as earnings and is therefore subject to PAYE and National Insurance Contributions.

Contact During Adoption Leave

40.10 The Company reserves the right in any event to maintain reasonable contact with the employee during adoption leave. This will include to discuss the employee's plans to return to work, to discuss any special arrangements to be made or training to be provided or to update the employee on developments at work during the absence.

Keeping-in-Touch Days

40.11 An employee can agree to work for the Company or attend training for up to 10 days during the adoption leave period. Such work will not affect SAP nor end the adoption leave. These days are known as "keeping-in-touch" days.

40.12 The Company has no right to require an employee to carry out any work, and the employee has no right to undertake work, during the adoption leave period. Any work undertaken, including the amount of remuneration paid, is a matter for agreement between the employee and the Company.

Returning to Work after Adoption Leave

40.13 The employee will have been informed in writing by the Company of the return to work date if he/she were to take the full 52 week entitlement to adoption leave. The employee is expected to return to work on this date. If the employee is unable to attend work at the end of the adoption leave due to sickness, the normal reporting arrangements will apply. In any other case, the employee's late return without prior consent will constitute unauthorised absence.

- 40.14 If the employee wishes to return to work earlier than the expected return date, he/she must give the Company at least eight weeks' notice of the date of early return in writing. If he/she fails to do so, the Company may postpone his/her return to work to a date that would give eight weeks' notice, provided that this is no later than the original return to work date.
- 40.15 If the employee decides not to return to work after adoption leave, he/she must give notice of resignation as soon as possible in accordance with the terms of the contract of employment. If the notice period would expire after adoption leave has ended, the Company may require the employee to return to work for the remainder of the notice period.

41. Paternity leave policy

- 41.1 An employee whose wife, civil partner or partner gives birth to a child will be eligible for ordinary paternity leave if the following conditions are met:
- the employee has been continuously employed for at least 26 weeks by the fifteenth week before the expected week of child birth (EWC) or by the week in which an approved Adoption Agency matches a child; and
 - the employee has given notice of the intention to take the leave on or before the fifteenth week before the EWC specifying the EWC, the length of period the employee has chosen to take and the date they have chosen the leave to begin; and
 - the employee takes the leave within 56 days after the birth or the date on which the child is placed for adoption.
- 41.2 An employee eligible for ordinary paternity leave is entitled to choose to take either one week or two consecutive weeks of paternity leave, but not odd days. The employee may also be entitled to paternity pay for this leave and this will be paid at the rate set annually by the Government or at 90% of average weekly earnings, whichever is the lesser amount. Employees whose average weekly earnings are below the lower earnings limit for National Insurance will not be eligible for paternity pay.
- 41.3 Where an employee wishes to change the timing of the ordinary paternity leave, they must give 28 days' written notice of the change.
- 41.4 An employee applying for ordinary paternity leave may be asked to complete and sign a self-certificate declaring that they are entitled to paternity leave and paternity pay.
- 41.5 In addition to Ordinary Paternity Leave, employees whose partner is having a child or adopting a child or who are the father of a child may be entitled to take Shared Parental Leave. Employees should refer to the Shared Parental Leave Policy for more information on this scheme.

42. Shared Parental Leave Policy

Shared Parental Leave (SPL) enables employees who are having a baby or adopting a child more flexibility in how to share the care of their child with their partner in the child's first year. If both parents are eligible, they can choose how to split the available leave between them, and can decide to be off work at the same time or at different times.

Entitlement

42.1 You may be entitled to SPL if:

- You are the child's mother and share the main responsibility for the care of the child with the child's father or with your partner;
- You are the child's father and share the main responsibility for the care of the child with the child's mother;
- You are the mother's partner and share the main responsibility for the care of the child with the mother; or
- An adoption agency has placed a child with you and/or your partner for adoption or as a foster parent under a "fostering for adoption" or "concurrent planning" scheme and you intend to share the main responsibility for the care of the child with your partner.

42.2 If you fit into one of the categories above, the following conditions must also be satisfied:

You must have at least 26 weeks continuous employment with us by the end of the fifteenth week before the EWC (birth) or the week the adoption agency notify a match (adoption) and still be employed by us in the week before the leave is to be taken;

Your partner must have worked (including self-employed work) in at least 26 of the 66 weeks before the EWC or week the adoption agency notify a match (adoption) and had average weekly earnings of at least £30 during 13 of those weeks; and

You and your partner must give the necessary statutory notices and declarations as set out below.

42.3 For employees who qualify the total amount of SPL available is 52 weeks, less the weeks taken as maternity leave by the mother or adoption leave (or the weeks in receipt of SMP, MA or SAP if not entitled to maternity leave/adoption leave).

42.4 If you are pregnant and wish to take SPL, SPL can only start after you have taken 2 weeks' compulsory maternity leave.

42.5 If you are adopting, SPL can only start after you or your partner have taken at least 2 weeks' adoption leave and/or pay.

42.6 If you are the father or partner, you may be entitled to two weeks' paternity leave and/or pay (see Paternity Policy). You are encouraged to take any paternity leave before commencing SPL, as once SPL is commenced entitlement to untaken paternity leave will be lost.

Opting Out (Curtailment) of Maternity Leave or Adoption Leave

42.7 If you are the mother or main adopter, you must end your maternity leave or adoption leave by giving us at least eight weeks' written notice stating the date the maternity leave or adoption leave will end (a curtailment notice).

42.8 You can give a curtailment notice before or after the birth or start of adoption leave, but must take at least 2 weeks' compulsory maternity leave or adoption leave.

42.9 If your partner is taking maternity leave or adoption leave or claiming SAP, SMP or MA, you will only be able to take SPL once your partner has either:

- returned to work; or
- given their employer a curtailment notice (or provided the benefits office with a curtailment notice if claiming MA).

42.10 Once a curtailment notice has been given, it is binding and cannot usually be revoked. It can only be revoked if maternity or adoption leave has not ended and one of the following applies:

- (a) if it emerges that neither you or your partner are eligible for SPL or ShPP, in which case the curtailment notice can be revoked in writing up to eight weeks after it was given;
- (b) if your partner has died by informing us in writing; or
- (c) if you gave the curtailment notice before giving birth, it can be revoked in writing up to six weeks after birth.

Once a curtailment notice has been revoked, you will be unable to opt back in to the SPL scheme, unless point (c) above applies.

Opting in to SPL and SPP

- 42.11 Not less than eight weeks before you intend SPL to start (and usually at the same time as providing the Curtailment Notice), you must provide us with a written notice to opt-in to the SPL scheme, which includes:
- (a) your name and your partner's/child's father's name;
 - (b) the start and end dates of the mother's maternity leave (or, if not entitled, the start and end dates of any SMP or MA) or the start and end dates of adoption leave (or, if not entitled, the start and end dates of SAP);
 - (c) the total SPL available (52 weeks minus the number of weeks' maternity leave, SMP, MA, adoption leave or SAP taken or to be taken);
 - (d) how many weeks of the available SPL will be allocated to you and how many to the your partner (allocation can be changed by giving us a further written notice (see below), and the full allocation does not need to be used);
 - (e) if you are claiming ShPP, the total ShPP available (which is 39 weeks minus the number of weeks of SMP, MA or SAP taken or to be taken);
 - (f) how many weeks of the available ShPP will be allocated to you and how many to your partner (the allocation can be changed by giving us a further written notice (see below), and the full allocation does not need to be used);
 - (g) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but you should give as much information as possible about your future intentions; and
 - (h) declarations by you and your partner that you both meet the statutory conditions to be entitled to take SPP and ShPP.

Evidence of Entitlement

- 42.13 We may request evidence of the your entitlement to SPL, such as a copy of the child's birth certificate, adoption agency documents or the name any address of your partner's employer (or a signed declaration that they have no employer).
- 42.14 You must provide the information within 14 days of the request. Failure to do so will result in you losing your right to take SPL.

Booking SPL Dates

- 42.15 Once you have opted in to the SPL scheme, you must book your leave by giving us a period of leave notice at least eight weeks before the start of SPL (it may be given at the same time as the opt-in notice).

42.16 The period of leave notice can either provide us with the dates you wish to take SPL or, if the child has not been born or not been placed with you yet, it can state the number of days after the birth or placement that you would like the SPL to start and end.

42.17 You must take SPL in blocks of at least one week.

42.18 If you request to take a single continuous block of SPL, you will be entitled to take the leave set out in the notice.

42.19 You can give up to three period of leave notices. This enables you to take up to three separate blocks of SPL. If you give a notice to vary or cancel a period of leave (see below) then in most cases this will count as a period of leave notice and reduce the number of period of leave notices available by one. [In exceptional circumstances, we may allow you to give more than three period of leave notices but there is no obligation for us to do so].

Changing or Cancelling SPL Dates

42.20 Once a period of leave has been confirmed, you can:

- cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice;
- change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date and the new start date;
- change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date;
- change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date;

42.21 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- the variation is as a result of the child being born earlier or later than the EWC or placed with you earlier or later than the expected placement date;
- the variation is at our request; or
- we otherwise agree.
-

Babies Born Early

42.22 Where a child is born before the beginning of the EWC, you may be able to start SPL even though you cannot give eight weeks' notice if:

- you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC. In this case, you can move the SPL start date forward by the same number of days that the child is born early, provided you notify us in writing of the change as soon as possible;
- the child has been born more than eight weeks early and you want to take SPL in the eight weeks following birth, in which case you should submit your opt-in notice and period of leave notice to us as soon as possible.

42.23 If you have already provided a period of leave notice containing a start date which is a set number of days after birth (instead of a set date) then no notice of change is necessary.

Shared Parental Pay (ShPP)

42.24 You may be able to claim up to 39 weeks' ShPP. The amount of ShPP available will be reduced by any weeks where you or your partner has received SMP, MA or SAP.

42.25 To qualify for ShPP, you must:

- have worked for us continuously for at least 26 weeks at the end of the fifteenth week before the EWC (birth) or the week the adoption agency notify you of a match (adoption); and
- have average earnings not less than the lower earnings limit set by the government each tax year.

42.26 ShPP is paid at the rate set by the government each year.

42.27 You should inform us in the period of leave notice(s) if you intend to claim ShPP during your leave (and if applicable, for what period) or you should inform us in writing at least eight weeks before you want ShPP to start.

Other Terms During SPL

42.28 During SPL, you will remain on the same terms and conditions of employment, except for the terms relating to pay.

42.29 You will continue to accrue annual leave entitlement at the rate provided under your contract of employment. If SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before you start SPL can be carried over and must be taken immediately before returning to work unless otherwise agreed with your Manager. All holiday dates are subject to approval in accordance with the holidays policy.

42.30 We will continue to make employer pension contributions to employees who are members of the pension scheme during any period of paid SPL, based on the employee's normal salary, in accordance with the

pension scheme rules. Any contributions made by us will be based on the amount of any ShPP being received, unless you inform the Pensions Administrator that you wish to make up any shortfall.

Keeping In Touch

- 42.31 We may make reasonable contact with you from time to time during SPL, although this will be kept to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 42.32 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during SPL. KIT days are not compulsory and must be agreed between you and your Manager. You will be paid at your normal basic rate of pay for time spent working in KIT days and this will be inclusive of any ShPP entitlement.

Returning To Work

- 42.33 If you wish to end a period of SPL early, you must provide us with eight weeks' written notice of the new return date. Where you have already used your three period of leave notices, SPL can not be ended early without our agreement.
- 42.34 If you wish to extend SPL (where there is unused SPL entitlement remaining), you must provide us with eight weeks' written notice before the date you were due to return to work. Where you have already used your three period of leave notices, SPL can not be extended without our agreement. You may be able to request annual leave or ordinary parental leave instead, subject to the needs of the business.
- 42.35 An employee is normally entitled to return to work in the same position and on the same terms of employment they held before starting SPL. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable in the following circumstances:
- if SPL and any maternity, adoption or paternity leave taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - if SPL was taken consecutively with more than four weeks of ordinary parental leave.
- 42.36 If you wish to request to change your hours or other working arrangements on return from SPL, you should make a request under the Flexible Working Policy. It is helpful if such requests are made as early as possible.

43. Parental leave policy

- 43.1 An employee who is the parent of a child and has 12 months continuous service with us will be entitled to take up to 18 weeks unpaid parental leave for the purpose of caring for their child. This entitlement can be exercised up to the child's eighteenth birthday.
- 43.2 The leave must be taken in a minimum of one week blocks (except for where a child is disabled, then leave may be taken as single days or multiples of one day) and is limited to a maximum of 4 weeks in any year for each child.
- 43.3 The employee must give at least 21 days notice to us of the date they wish to take the leave. We may request that an employee postpone their leave if the circumstances of our business are such that it is not practicable for them to take the leave at the time requested, with the exception of leave taken immediately after birth or adoption.
- 43.4 An employee may be requested to provide the child's birth certificate or adoption documents to demonstrate eligibility.

44. Time Off for Dependants Policy

- 44.1 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.
- 44.2 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.

The right to reasonable unpaid time off

- 44.3 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).

- 44.4 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; or
- anyone else who reasonably relies on the employee to provide assistance, make arrangements or take action of the kind referred to in paragraph 17.5.

44.5 Employees are only entitled to take time off under this policy to provide personal care for a dependant where there is an immediate crisis. 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.

44.6 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.

45. Flexible working

45.1 All employees who have been continuously employed by us for at least 26 weeks have a right to request flexible working. Flexible working may include (but is not limited to) a change in working hours, a change to the time required to work, or working from home.

45.2 A request for flexible working must be made to us in writing, submitted to your Manager, and must detail the following (we are not obliged to consider a request without these details):

- the date the application is made;
- the change to working conditions you are seeking and when you would like the change to come into effect;
- what affect you think the requested change would have and how any such affect might be dealt with;
- that it is a statutory request and, if you have made a previous application for flexible working, the date of that application.

45.3 Where a previous application has been made, you are required to leave a period of 12 months before making a subsequent application.

45.4 We will at all times adhere to the relevant ACAS Code of Practice and statutory rules and will consider all flexible working requests made, and only reject it if there are good business reasons for doing so. However, employees must be aware that they have the right to ask for flexible working – not the right to have it.

46. Data Protection Policy

46.1 Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our staff, and we recognise the need to treat it in an appropriate and lawful manner.

46.2 The types of information that we may be required to handle include details of current, past and prospective employees, suppliers, customers, and others that we communicate with. The information, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Data Protection Act 1998 (the Act) and other regulations. The Act imposes restrictions on how we may use that information.

Status of the policy

46.3 This part of our handbook sets out our rules on data protection and the legal conditions that must be satisfied in relation to the obtaining, handling, processing, storage, transportation and destruction of personal information.

46.4 If you consider that our provisions for complying with the Act have not been followed in respect of personal data about yourself or others you should raise the matter with your line manager or a Director.

Definition of data protection terms

Data is information which is stored electronically, on a computer, or in certain paper-based filing systems.

Data subjects for the purpose of this policy include all living individuals about whom we hold personal data. A data subject need not be a UK national or resident. All data subjects have legal rights in relation to their personal data.

Personal data means data relating to a living individual who can be identified from that data (or from that data and other information in our possession). Personal data can be factual (such as a name, address or date of birth) or it can be an opinion (such as a performance appraisal).

Data controllers are the people who or organisations which determine the purposes for which, and the manner in which, any personal data is processed. They have a responsibility to establish practices and policies in line with the Act. We are the data controller of all personal data used in our business.

Data users include employees whose work involves using personal data. Data users have a duty to protect the information they handle by following our data protection and security policies at all times.

Data processors include any person who processes personal data on behalf of a data controller. Employees of data controllers are excluded from this definition but it could include suppliers which handle personal data on our behalf.

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

Sensitive personal data includes information about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings. Sensitive personal data can only be processed under strict conditions, and will usually require the express consent of the person concerned.

Data protection principles

46.5 Anyone processing personal data must comply with the eight enforceable principles of good practice. These provide that personal data must be:

- Processed fairly and lawfully.
- Processed for limited purposes and in an appropriate way.
- Adequate, relevant and not excessive for the purpose.
- Accurate.
- Not kept longer than necessary for the purpose.
- Processed in line with data subjects' rights.
- Secure.
- Not transferred to people or organisations situated in countries without adequate protection.

Fair and lawful processing

46.6 For personal data to be processed lawfully, certain conditions have to be met. These may include, among other things, requirements that the data subject has consented to the processing, or that the processing is necessary for the legitimate interest of the data controller or the party to whom the data is disclosed. When sensitive personal data is being processed, more than one condition must be met. In most cases the data subject's explicit consent to the processing of such data will be required.

Processing for limited purposes

46.7 Personal data may only be processed for the specific purposes notified to the data subject when the data was first collected or for any other purposes specifically permitted by the Act. This means that personal data must not be collected for one purpose and then used for another. If it becomes necessary to change the purpose for which the data is processed, the data subject must be informed of the new purpose before any processing occurs.

Adequate, relevant and non-excessive processing

46.8 Personal data should only be collected to the extent that it is required for the specific purpose notified to the data subject. Any data which is not necessary for that purpose should not be collected in the first place.

Accurate data

46.9 Personal data must be accurate and kept up to date. Information which is incorrect or misleading is not accurate and steps should therefore be taken to check the accuracy of any personal data at the point of collection and at regular intervals afterwards. Inaccurate or out-of-date data should be destroyed.

Timely processing

46.10 Personal data should not be kept longer than is necessary for the purpose. This means that data should be destroyed or erased from our systems when it is no longer required.

Processing in line with data subject's rights

46.11 Data must be processed in line with data subjects' rights. Data subjects have a right to:

- Request access to any data held about them by a data controller.
- Prevent the processing of their data for direct-marketing purposes.
- Ask to have inaccurate data amended.
- Prevent processing that is likely to cause damage or distress to themselves or anyone else.

Data security

46.12 We must ensure that appropriate security measures are taken against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data. Data subjects may apply to the courts for compensation if they have suffered damage from such a loss.

46.13 The Act requires us to put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data may only be transferred to a third-party data processor if he agrees to comply with those procedures and policies, or if he puts in place adequate measures himself.

46.14 Maintaining data security means guaranteeing the confidentiality, integrity and availability of the personal data, defined as follows:

- **Confidentiality** means that only people who are authorised to use the data can access it.
- **Integrity** means that personal data should be accurate and suitable for the purpose for which it is processed.

- **Availability** means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on our central computer system instead of individual PCs.

46.15 Security procedures include:

- **Entry controls.** Any stranger seen in entry-controlled areas should be reported.
- **Secure lockable desks and cupboards.** Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential.)
- **Methods of disposal.** Paper documents should be shredded. Floppy disks and CD-ROMs should be physically destroyed when they are no longer required.
- **Equipment.** Data users should ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended.

Dealing with subject access requests

46.16 A formal request from a data subject for information that we hold about them must be made in writing. A fee is payable by the data subject for provision of this information.

Providing information over the telephone

46.17 Any member of staff dealing with telephone enquiries should be careful about disclosing any personal information held by us. In particular they should:

- Check the caller's identity to make sure that information is only given to a person who is entitled to it.
- Suggest that the caller put their request in writing if they are not sure about the caller's identity and where their identity cannot be checked.
- Refer to their line manager or a Director for assistance in difficult situations. No-one should be bullied into disclosing personal information.

47. Information and Communications Systems Policy

47.1 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.

- 47.2 All staff 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

- 47.3 Staff 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.
- 47.4 If given access to the e-mail system or to the internet, staff 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. Staff without authorisation should only be allowed to use terminals under supervision.
- 47.5 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) staff must provide details of their passwords to and return any equipment, key fobs or cards.
- 47.6 Staff 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. Staff 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

- 47.7 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

- 47.8 Staff 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.
- 47.9 Staff 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, staff should seek advice from their line manager or a Director.
- 47.10 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.
- 47.11 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.
- 47.12 Staff should not attempt to gain access to restricted areas of the network, or to any password-protected information, unless specifically authorised.
- 47.13 Staff 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

- 47.14 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.
- 47.15 Staff 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.
- 47.16 Staff 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. Staff 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.
- 47.17 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.
- 47.18 In general, staff 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.

47.19 Staff 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

47.20 Staff 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.

47.21 Staff 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

47.22 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.

47.23 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.

47.24 Staff 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

- 47.25 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.
- 47.26 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

- 47.27 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).
- 47.28 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 staff 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.

47.29 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.

Company telephones/mobiles

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

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

47.32 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.

47.33 You must not use a mobile phone to make or receive a call whilst you are driving a vehicle unless it is parked in a safe place or you are using a "hands free" device. The Company will not accept liability for any breaches of the Road Vehicles (Construction & Use) (Amendment) (No. 4) Regulations 2003.

47.34 Staff 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.

48. Personal mobiles

48.1 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.

49. Social Media Policy

49.1 We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, blogs

and wikis. However, employees' use of social media can pose risks to our confidential and proprietary information, and reputation, and can jeopardise our compliance with legal obligations.

- 49.2 To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, we expect employees to adhere to this policy.

Scope and purpose of the policy

- 49.3 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, all other social networking sites, and all other internet postings, including blogs.
- 49.4 It applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. The policy applies regardless of whether the social media is accessed using our IT facilities and equipment or equipment belonging to members of staff.
- 49.5 Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff 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.
- 49.6 Staff 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.

Compliance with related policies and agreements

- 49.7 Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, employees are prohibited from using social media to:
- breach our Information and Communications Systems Policy;
 - breach any obligations they may have relating to confidentiality;
 - breach our Disciplinary Rules;
 - defame or disparage the organisation or its affiliates, customers, clients, business partners, suppliers, vendors or other stakeholders;
 - harass or bully other staff in any way or breach our Anti-harassment and Bullying Policy;
 - unlawfully discriminate against other staff or third parties or breach our Equal Opportunities Policy;

- breach our Data Protection Policy (for example, never disclose personal information about a colleague online);
- breach any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by making misleading statements).

49.8 Employees who breach any of the above policies will be subject to disciplinary action up to and including termination of employment.

Personal use of social media

49.9 We recognise that employees may work long hours and occasionally may desire to use social media for personal activities at the office or by means of our computers, networks and other IT resources and communications systems. We authorise such occasional use so long as it does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity. While using social media at work, circulating chain letters or other spam is never permitted. Circulating or posting commercial, personal, religious or political solicitations, or promotion of outside organisations unrelated to the organisation's business are also prohibited.

Business use of social media

49.10 If your duties require you to speak on behalf of the organisation in a social media environment, you must still seek approval for such communication from your line manager or a Director.

49.11 The use of social media for business purposes is subject to the remainder of this policy.

Responsible use of social media

49.12 The following sections of the policy provide staff with common-sense guidelines and recommendations for using social media responsibly and safely.

49.13 Protecting our business reputation:

- Staff must not post disparaging or defamatory statements about:
 - our organisation;
 - our clients;
 - suppliers and vendors; and
 - other affiliates and stakeholders,

but staff should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

- Staff should make it clear in social media postings that they are speaking on their own behalf. Write in the first person and use a personal e-mail address when communicating via social media.
- Staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the masses (including the organisation itself, future Company's and social acquaintances) for a long time. Keep this in mind before you post content.
- If you disclose your affiliation as an employee of our organisation, you must also state that your views do not represent those of your Company. For example, you could state, "the views in this posting do not represent the views of my Company". You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.
- Avoid posting comments about sensitive business-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation.

49.14 Respecting intellectual property and confidential information:

- The contact details of business contacts made during the course of your employment are regarded as our confidential information, and as such you will be required to delete all such details from your personal social networking accounts, such as Facebook accounts or LinkedIn accounts, on termination of employment.

49.15 Respecting colleagues, clients, partners and suppliers:

- Do not post anything that your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders would find offensive, including discriminatory comments, insults or obscenity.
- Do not post anything related to your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission.

50. Confidential Information

50.1 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.

50.2 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.

50.3 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.

50.4 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.

50.5 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.

50.6 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.

51. Inventions and Intellectual Property

51.1 The definitions in this clause apply in this policy:

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, 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.

- 51.2 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.
- 51.3 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.
- 51.4 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.

52. Right of Search

- 52.1 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.
- 52.2 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.

53. **Publicity/Statement to the media**

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