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EXPLORERS NURSERIES LIMITED

COMPANY HANDBOOK

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1. EQUAL OPPORTUNITIES POLICY

We are an equal Opportunity Employer. The aim of our policy is to ensure that no job applicant or employee receives less favourable treatment on the grounds of sex, marital status, age, disability, race, religious belief, sexual orientation or political opinion or any other protected category nor should they be disadvantaged by conditions or requirements which are neither justified nor relevant to the job. Selection criteria and personnel procedures will be reviewed regularly to ensure that individuals are recruited, promoted and treated in all other ways purely on the basis of merit and ability to do the job for which they have applied.

It is the employer's policy to endeavour, on request, to alter an employee's working pattern so that breaks can be granted at times that coincide with his/her needs for religious observance. Alternatively, the employer will, where appropriate, endeavour to grant employees reasonable time off during working hours for religious observance insofar as this is possible and practicable, taking into account the needs of the business and whether or not such arrangements might cause disturbance or disruption to other members of staff and/or their work or work patterns.

However, where an employee requests time off at a particularly busy time or at a time when the employee's absence would otherwise cause difficulties for the business or his/her department, or where the amount of time off requested is unreasonable or excessive (taking into account the needs of the business), the employer reserves the right to refuse to grant some or all of any of the time off requested. The Employee must comply with the procedure for requesting time off which is set out in this handbook.

All employees, whatever their religion or belief, will be treated equally in respect of requests for time off for religious observance or requests for alterations to their working patterns for religious reasons.

In addition, it is the employer's policy to ask all employees, on a voluntary basis, to disclose their religion or belief to it so that any religious needs can be assessed and fair consideration given to what facilities and arrangements it might reasonably provide for staff. While no employee is obliged to disclose his/her religion, belief or religious practices to the employer, employees are encouraged to do so for this reason.

2. PRE EMPLOYMENT CHECKS

Your employment is subject to you providing evidence of your right to work in the UK. If this evidence is not supplied or if the evidence you supply expires (such as a temporary visa), you will be suspended without pay and may be dismissed if you cannot supply the necessary evidence

3. PROBATIONARY PERIOD

Your probationary period is as detailed in your contract of employment. The probationary period is the initial period of your time with us when we and you assess the suitability of our relationship.

Your Manager will monitor and regularly assess your performance, discussing any assessments with you. This review will cover any training you are receiving, your conduct, attitude and standard of work performance.

If the Manager has any concerns whatsoever, it will be discussed with you the appropriate corrective action which may include further training, retraining, redirection and/or an extension of your probationary period or termination of your employment.

First 24 Months of Employment

For those employees whose employment began after 6th April 2012 the first 24 months of employment is a period during which the Government have decided that an employee is excluded from certain “rights” that derive from the Employment Rights Act 1996.

As a result of this the Company can decide, at its sole discretion, whether to address concerns about an employee’s conduct or performance by using the normal Disciplinary and Dismissal Procedure or the Employment Review Procedure.

4. TIME KEEPING

Your basic hours of work are as detailed in your contract of employment. We will expect you to be co-operative in working outside of your hours as may be necessary from time-to-time to cope with varying situations and workloads.

You are expected to have a responsible attitude towards time keeping and be ready to start work at the commencement of your normal working day or shift. Persistent lateness could lead to disciplinary action.

Where you work on a shift until close, you are required to assist with the closure and preparation for the following day’s trading.

5. EXPENSES

Reasonable expenses will be able to be recovered from us in the following circumstances:

- i. The expenses have been requested in advance of any expenditure
- ii. The costs have been detailed to your manager
- iii. Your manager has authorised the expense
- iv. You have followed the manager’s instructions in incurring the expense
- v. You follow the appropriate expenses claim procedure

In order to claim expenses, you will need to request an expenses form from your manager. You will then need to detail in the form the expenses and confirm that the expense was agreed with your manager in advance. Expenses forms should be completed and submitted to your manager by the end of each calendar month with the receipts that prove the expense. Your manager will sign off any agreed expenses and you will be refunded these in the next payroll.

Any failure to comply with the above may result in non-payment or delayed payment of expenses. Falsification of any information may result in disciplinary action which in the circumstances may amount to gross misconduct.

Your manager reserves the right to determine what is reasonable in all the circumstances.

6. OVERTIME

Overtime may be necessary from time to time and employees will be expected to co-operate when requested to undertake it. Overtime is calculated after an employee has completed his or her normal working hours and will be paid at the current basic rate.

7. HOLIDAYS

The holiday year runs from the 1st January to the 31st December of each calendar year. You may not carry over holiday entitlement from one year to the next year except where you have agreed this with your manager in advance and this has been confirmed in writing.

We reserve the right to refuse holidays when this is necessary for the business. You should therefore ensure that all holidays must be agreed with us before being booked as we can accept no liability for any loss caused by not obtaining prior authorisation. Taking holiday that has been refused may result in disciplinary action which, depending on the circumstances, may amount to gross misconduct.

No more than 2 weeks holiday entitlement may be taken at any one time except in exceptional circumstances.

Where a recognised public holiday falls on a Saturday or a Sunday, alternative dates will be substituted for these. You will be advised of these as early as possible. If you have an unscheduled absence from work on days either immediately preceding or following a public bank holidays, payment for those public holidays will be entirely subject to our discretion. If for whatever reason the government moves a statutory holiday resulting in a change to the date a statutory holiday falls or provides for additional bank holidays, we have absolute discretion in respect of those days in terms of increased holiday entitlement or increased pay.

On termination of employment, holiday entitlement will be calculated in accordance with statutory requirements. If you have already taken more holidays than you have accrued, any excess holiday paid for will be deducted from your final salary.

Where your hours of work or pay fluctuates, your holiday pay will be paid at a rate calculated at an average weekly rate using the 12 whole weeks (Sunday to Saturday) preceding your leave where any work was completed. Whole weeks where you did not work will not be used in the calculation of the average. Where you have less than 12 such weeks, the average will be calculated using all such weeks available

8. MEDICAL TREATMENT

Appointments for visiting the Doctor or Dentist should as far as possible be made outside working hours. Where an appointment can only be made within working hours, permission in advance must be obtained from your Manager. In respect of Hospital appointments which occur during working hours, the time taken to attend such appointments will be unpaid.

9. SICKNESS ABSENCE

You may be entitled to Statutory Sick Pay (SSP) during any unavoidable absence through sickness or accident provided you follow the notification and certification procedure for SSP as follows:

1) Notification of Absence

If you are unable to attend work for any reason whatsoever you must inform your Manager not later than 1 hour before the start of your shift on the first day of absence as to the reason for absence and if possible notifying the date when you hope to return to work. If you are late in notifying sickness absence or fail to notify the Company at all you may lose all or part of your sick

pay and in addition this may render you subject to disciplinary action. Unauthorised absence will not be paid. If you are absent through sickness for longer than one day you must telephone your Manager each day to give him or her further information regarding your condition and expected date of return.

2) Evidence of Incapacity for Work

Doctors' certificates are no longer issued for short-term illness. If you are ill for seven days or less you should on your return report to your Manager and explain in full the reasons for your absence. You will be required to complete a self-certification form.

If sickness absence continues for eight days or more you should obtain a medical certificate from your doctor and forward it without delay to the Company. Further certificates should be submitted each week for as long as the illness lasts.

You are required to make regular weekly telephone contact with your Manager to give him or her up to date information regarding your state of health, treatment plan and anticipated return. This is in addition to the timely submission of medical certificates for sick pay purposes as required above. Upon your return to work you will be required to complete a self-certification form and submit this to your Manager. Failure to comply with this rule will automatically render you ineligible for any sick pay and may result in disciplinary action.

The Company reserves the right to require medical certificates to be submitted at more frequent intervals.

In the case of two periods of self-certificated absence in any calendar year the Company reserves the right to request medical evidence before subsequent periods of absence less than seven days are paid. In addition, the Company reserves the right to require you to attend a medical examination with a doctor or occupational health as and when it deems necessary. This may be a requirement where there is concern about the nature and duration or frequency of your illness and the implications for the business and your capability to perform your job.

Where you are absent from work because of an injury caused by a third party any sick pay paid to you by way of a loan must be repaid from the damages you recover from the third party where such damages are paid by order of any Court or compromise or settlement of the action.

10. ABSENTEEISM

Absence for any reasons other than authorised holiday leave (with or without pay) or genuine sickness absence will be treated as unauthorised absence by the Company and may result in disciplinary action and non-payment of salary for the period of unauthorised absence except in exceptional circumstances and with the written authorisation of a Director/Senior Manager.

Absence due to *Force Majeure, Act of God* and other reasons beyond the control of either Employer or Employee. In the event that you are unable to attend work as the result of something beyond the control of either the Employee or the Employer, e.g. adverse weather conditions, transport strike, car breakdown, terrorist event etc. Such absence is not authorised absence and is unpaid. At the employer's discretion the time may be taken as annual leave or unpaid leave.

11. ABSENCE MANAGEMENT

Whilst we appreciate at times you will not be able to attend work, absence can be disruptive and costly to us, therefore, as a result of high levels of absence in certain areas, we are introducing a system for the monitoring and control of absence. This system will be linked to the existing disciplinary procedure.

This system in no way seeks to penalise genuine sickness absence or protected absences, but it does introduce a transparent and fair means of dealing with frequent incidents of absence. The system is called the **Bradford Factor**.

The Bradford Factor

It is calculated by taking the number of incidents, squaring that number and then multiplying it by the total number of days absent. The formula is:

Incidents of absence x incidents of absence x total number of days absent.

This is a formula that measures absence in a manner that gives more weight to frequency of absence than to the total number of days of absence. This is because short frequent absences are more disruptive to the business than longer, less frequent absences.

The system works as follows:

- The formula $S \times S \times D$ is used to calculate the absence points for an employee.
- S equals the number of spells of absence in the last 52 weeks.
- D equals the number of shifts of absence in the last 52 weeks.

Example

A total of 10 days absence in the last 52 weeks could give different scores as follows:

One spell of absence covering 10 days equals $1 \times 1 \times 10 = 10$ points

Five spells of absence covering 10 days equals $5 \times 5 \times 10 = 250$ points

Ten spells of absence covering 10 days equals $10 \times 10 \times 10 = 1000$ points

This example shows that even the absenteeism score calculated from the same number of days of absence can vary widely. The scheme is weighted so that the frequency of absence attracts a more severe penalty than the total number of days of absence.

Disciplinary Action

Frequent absence is considered by us to be misconduct. Linking this system to the disciplinary procedure, the first stage will always be counselling. Then subsequent incidents will be followed by a verbal warning, first written warning, final written warning, and ultimately dismissal. It is possible to enter the disciplinary procedure at any level depending on the extent of absence and whether or not you have other active warnings on file. The procedure will be:

Counselling for first incident of absence.

50 – 124 points	-	verbal warning
125 – 399 points	-	first written warning
400 – 649 points	-	final written warning
650 and over	-	termination of contract

Where you have other active warnings on file, the reaching of one trigger point may result in a greater sanction than listed above. The above demonstrates what may happen where you have a clear disciplinary record.

Of course, as this is not intended to penalise genuine sickness absence, exceptional circumstances will allow for absence not to be counted. These must be agreed with your manager in order to be excluded.

Disciplinary action will be handled in accordance with our disciplinary policy.

Resetting Scores

All absences should be counted over a 52-week rolling period from the date of the first absence.

The system allows an employee to recover a “clean” record. The points are calculated on a 52-week rolling period, so points accumulated before this, and actions taken regarding these points are wiped from the employee’s record.

Any deviation from the agreed procedure must be discussed and agreed with your manager.

You are also reminded of your obligations under the absence policy and procedure regarding the notification of absence.

12. MATERNITY

It is the Company's policy to inform all female employees of their entitlement of maternity rights. You should notify the Company as soon as possible after you are aware of your pregnancy, so that the Company's requirements may be considered and you are made fully aware of the procedures you should follow to obtain the benefits provided. The Company is keen to provide a safe place to work for all its employees and therefore early notification of pregnancy is desirable.

Antenatal Care

All pregnant employees are entitled to paid time off to keep appointments for antenatal care on the advice of the midwife. Appointments should be made outside normal working hours whenever possible. You may be asked to provide evidence of your antenatal care appointments.

Annual Leave

You are encouraged to use up your pro-rata leave entitlement (earned up to your maternity leave) prior to going on maternity leave. You will be expected to take outstanding leave in the current leave year when you return to work if at all possible.

Starting Maternity Leave

You can choose to start your maternity leave and maternity pay period at any time, provided it is not before the 11th week before the expected week of birth.

Notification Requirements

You are required to inform your Manager of your intention to take maternity leave by the 15th week before the expected week of birth. You can change your mind about the date on which you want your leave to start providing you inform the Company at least 28 days in advance (unless this is not reasonably practicable). Failure to follow the procedures set out below may disentitle you to the right to Maternity Pay and Leave.

Statutory Maternity Leave

All pregnant employees regardless of their length of service will be entitled to 26 weeks' Ordinary Maternity Leave (OML) and 26 weeks' Additional Maternity Leave (AML).

Keeping in Touch Days

Employees and their managers can mutually agree up to 10 'Keeping in Touch' days during a period of maternity or adoption leave. During these days, an employee may attend work, undertake training or keep in touch with work developments through other means without bringing the period of maternity or adoption leave to an end. Either the Manager or the employee can suggest the use of this option but it must be agreed by a Senior Manager and is not mandatory on either party.

There is no right to be paid for work undertaken on Keeping in Touch days over and above SMP unless the Company agrees to pay you additional pay for such work. The Company may offer time off in lieu if this is a preferred option for the employee. Any remuneration will be discussed before KIT days commence.

Sickness Trigger

Your maternity leave will start automatically if you are absent from work for a pregnancy-related illness during the four weeks before the start of your estimated week of birth.

Statutory Maternity Pay

To qualify for SMP you need to:

- Be employed in the 15th week before the baby is due: and
- Have 26 weeks' continuous service at the 15th week: and
- Have average earnings of not less than the lower earnings limit: and
- Stop work because of pregnancy.

For the first 6 weeks it will be paid at a rate of 90% of average weekly earnings. For the remaining 33 weeks it will be paid at the statutory minimum rate (please refer to your Manager).

Early Return

It will be assumed that you will return to work at the end of your maternity leave period. If you want to return to work before this date you must give the Company at least 8 weeks' notice. If you fail to provide this notice the Company can postpone the date of your return until the end of an 8 week notice period or the end of your maternity leave, whichever date is sooner.

Terms and Conditions during Leave

During OML your contract of employment continues in force. All terms and conditions continue with the exception of wages/salary.

You will continue to benefit from all the normal terms and conditions of your contract of employment with the exception of pay during the period of AML.

Return to Work

If you only take OML, you are entitled to return to the same job. If you take OML and AML or additional maternity leave with a period of parental leave of more than four weeks, and it is not practicable for you to return to the same job, you will be offered a suitable alternative position on no less favourable terms and conditions.

If you are unable to return to work for medical reasons, you should submit a medical certificate. If you simply fail to return to work, this will be classed as unauthorised absence and may lead to disciplinary action.

13. PATERNITY

The right to paternity leave is set out in The Children and Families Act 2014. This right applies to certain employees and agency workers who are in a “qualifying relationship” with a pregnant woman. Those in a qualifying relationship have the statutory right to take time off to attend antenatal appointments. Employees who are considered to be in a qualifying relationship for the purposes of this statutory right includes:

- A pregnant woman’s husband, partner or civil partner (if she is in a same-sex relationship)
- The father of the child
- The parent of the child; and
- Either one of the two intended parents in a surrogacy situation who meet specified conditions.
- in the case of a child who is being adopted: the spouse, civil partner or cohabitant of the adopting mother (or sole male adopter of the child) or the spouse chosen by that couple to be the “relevant parent” in circumstances involving joint adoption by a same-sex married couple

Those who qualify for time off only have the right to attend **TWO** unpaid antenatal appointments (not all of them) and they can’t take more than 6 ½ hours for each one. The appointment must have been made on the advice of the registered medical practitioner, midwife or nurse.

Paternity leave is available for qualifying employees if they have at least 26 weeks continuous service by the end of 15th week prior to the Expected Week of Childbirth (EWC). Paternity leave is currently two weeks paid at the current rate of SMP and may either be one week or two consecutive weeks. The period within which the leave can be taken runs from the day the baby is born, up to 56 days thereafter, or if later, 56 days after the first day of the EWC.

It is at the employer’s discretion if it pays an employee an enhanced rate during this leave.

An employee who avails of “adoptive leave” under the Adoptive Leave Act may not also avail of Paternity Leave.

Notification to employer

Employees are required to notify their employers in writing of their intention to take Paternity Leave as soon as reasonably practicable but not later than 4 weeks before the expected week of confinement or placement for adoption. Where the date of confinement is early, the employee is required to provide written notification within 7 days of the date of actual confinement.

In addition, the Act requires the employee to state the length of leave that s/he intends to take.

At the time of the notification or as soon as reasonably practicable, the employee should provide the following to his/her employer:

1. a statement signed by a registered medical practitioner confirming (a) the pregnancy of the expectant mother concerned and (b) specifying the expected week of confinement of the expectant mother concerned

2. where the expectant mother is an employee, then the employee only has to supply a copy of the medical certificate (or MAT B1 certificate).

14. SHARED PARENTAL LEAVE AND PAY

- Employed mothers will continue to be entitled to 52 weeks of Maternity Leave and 39 weeks of statutory maternity pay or maternity allowance.
- If they choose to do so, an eligible mother can end her maternity leave early and, with her partner or the child's father, opt for Shared Parental Leave instead of Maternity Leave. If they both meet the qualifying requirements, they will need to decide how they want to divide their Shared Parental Leave and Pay entitlement.
- Paid Paternity Leave of two weeks will continue to be available to fathers and a mother's or adopter's partner).
- Adopters will have the same rights as other parents to Shared Parental leave and pay.

Shared Parental Leave will enable eligible mothers, fathers, partners and adopters to choose how to share time off work after their child is born or placed for adoption. This could mean that the mother or adopter shares some of the leave with her partner, perhaps returning to work for part of the time and then resuming leave at a later date.

It is designed to give parents more flexibility in how to share the care of their child in the first year following birth or adoption. Parents will be able to share a pot of leave and can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child.

SPL is an entitlement for eligible parents of babies or children placed for adoption. It provides both parents with the opportunity to consider the best arrangement to care for their child during the child's first year.

The regulations give parents the right to take SPL and place a duty on employers to ensure that their employees are not penalised for using their entitlement or put under pressure to cancel/change a leave notification.

The amount of leave available is calculated using the mother's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL. This means their partner could begin to take SPL while the mother is still on maternity/adoption leave.

SPL enables parents to share the caring responsibilities evenly or have one parent taking the main caring role, depending on their preferences and circumstances. Unlike maternity/adoption leave, eligible employees can stop and start their SPL and return to work between periods of leave with each eligible parent able to submit three notices booking periods of leave.

15. ADOPTION LEAVE

It is our wish to inform you of your entitlement of adoption rights so as to ensure that you are well aware of all your rights and to take away this worry and allow you to focus on the well-being of yourself and your new family.

Time off for adoption appointments

Prospective adopters who have been notified that an adoptive child (or is expected) to be placed with a family for adoption will be entitled to time off to attend adoption appointments. The main adopter is entitled to be paid time off to attend up to 5 adoption appointments. The co-adopter is entitled to unpaid time off to attend up to two adoption appointments. The appointments must take place before the child is actually placed.

You should notify us as soon as possible after you are aware of your adoption match, so that our requirements may be considered and you are made fully aware of the procedures you should follow to obtain the benefits provided.

Starting Adoption Leave

Adoption leave can begin from the actual date of the child's placement or from a fixed date which can be up to 14 days before the expected date for placement.

Notification Requirements

You are required to inform your manager of your intention to take adoption leave no later than 7 days after being notified of having been matched with the child. You can change your mind about the date on which you want your leave to start providing you inform the Company at least 28 days in advance (unless this is not reasonably practicable). Failure to follow procedures may affect your right to adoption pay and leave.

Adoption Leave

In order to be entitled to adoption leave, you must have been continuously employed with the Company for at least 26 weeks ending with the week in which they are notified of being matched with a child.

Confirmation of the placement should also be made from the agency to us, confirming the expected date of placement.

Keeping in Touch Days

Together, we (being you and us) can mutually agree up to 10 'Keeping in Touch' days during a period of adoption leave.

During these days, you may attend work, undertake training or keep in touch with work developments through other means without bringing the period of adoption leave to an end. Either your manager or you can suggest the use of this option but it must be agreed by the head of the department.

There is no right to be paid for work undertaken on Keeping in Touch days over and above SMP unless the Company agrees to pay you additional pay for such work.

Statutory Adoption Pay (SAP)

To qualify for SAP you need to:

- Be continuously employed for at least 26 weeks ending with the week in which they are notified of being matched with a child
- Notified the agency that you agree to the child being placed with them on the expected date of placement
- Have average earning of not less than the lower earnings limit

Statutory Adoption Pay (SAP) runs for a maximum of 39 weeks. For the first 6 weeks it will be paid at a rate of 90% of average weekly earnings. For the remaining 33 weeks it will be paid at the statutory minimum rate (please refer to your manager for further details) or lower if you earn less than this – we inform you of your specific entitlements.

Statutory Adoption Leave

All employees, regardless of their length of service, will be entitled to 26 weeks Ordinary Adoption Leave (OAL) and 26 weeks Additional Adoption Leave (AAL).

Early Return

It will be assumed that you will return to work at the end of your adoption leave (52 weeks). If you want to return to work before this date, then you must give the Company 8 weeks' notice. If you fail to provide this notice the Company can postpone the date of your return until the end of an 8 weeks period or the end of your adoption leave, whichever date is sooner.

Terms and Conditions during Leave

During adoption leave your contract of employment remains in force. All terms and conditions continue with the exceptions of wages, salary and other remuneration. You will continue to benefit from all the normal terms and conditions of your contract of employment with the exception of pay during additional adoption leave including pensions, health-care and car, if applicable.

Rights to Return to Work

You are entitled to return to work following ordinary adoption leave to the same position you held before commencing leave.

You are entitled to return to work following additional adoption leave to the same position you held before commencing leave unless this is not reasonably practical, in which case it will be a return to the most suitable employment.

Eight weeks notice of your intention to return is required unless you intend to take the full 52 weeks or ordinary and additional leave, in which case no notice is required and you will be expected to return when the leave ends.

16. PARENTAL LEAVE

Upon completion of a qualification period of one year, parents of children can take up to 18 weeks parental leave, per child, up to their Child's 18th Birthday. Adoptive parents of children placed for adoption can also take up to 18 weeks parental leave up to the date of Child's 18th birthday. Leave is available up to the age of 18 in the case of disabled children. Parental leave will not be paid and requests for leave must be made at least 21 days in advance and will only be granted if the needs of the business permit but may be postponed for up to 6 months. Leave can only be taken in blocks of 1 week at a time. Part time staff are entitled to leave on a pro-rata basis.

17. FAMILY EMERGENCIES

Employees will be able to take unpaid leave to deal with immediate family emergencies. The time off to care for dependants allows for time off to deal with incidents such as sudden illness, death of or birth by a dependant, unexpected breakdown of care for a dependant, the making of longer term arrangements for

a dependant who is ill or injured, or an unexpected incident involving the employees' child during school hours or a school trip. No qualification period is required.

18. FLEXIBLE WORKING

We understand the need to strike a work-life balance due to responsibilities you may have at home. We understand that often it is extremely stressful trying to juggle these commitments and therefore this policy is designed to ensure you are aware of your full legal rights to help you find this work life balance.

Employees have the statutory right to make a request to adopt flexible working arrangements subject to the qualification criteria below.

What Is Flexible Working?

A flexible working request is a request by an employee to change one or more of the following:

1. Different start times
2. Different end times
3. Different breaks
4. Flexi-time
5. Different days to what they currently do
6. Any combination of the above

This list is not exhaustive

Criteria

To be eligible for such a request you must have been continuously employed for at least 26 weeks at the date of making the request and have not made another application to work flexibly in the past 12 months. If you do not fulfill both of these requirements, you are not eligible to make an application or request flexible working.

Requirements For An Application

To make a flexible working application you must do so in writing stating:

- That the application is being made under the statutory right to request a flexible working pattern;
- The flexible working pattern you are applying for and the date upon which you would like it to be effective from;
- What effect, if any, you think the proposed change will have on us and how, in your opinion, any such effect may be dealt with
- Whether a previous application has been made to us and, if so when it was made.

Consideration Of The Application

We have a legal obligation to consider any flexible working request. On receiving your application we will hold a meeting with you to discuss the application. You will be offered the right to be accompanied at this meeting by either a trade union representative or work colleague. This meeting must be held within 28 days of receipt of the request.

We will ensure that you have advance notice of the meeting so that you can properly prepare the details of your request. Usually, 48 hours advance notice will be given.

After the meeting we will investigate your application to see if it can be accommodated. Investigation will usually include some of the following:

1. Checking over timetables, diaries and appointment books
2. Speaking with other employees to see if they are willing or happy to take on any additional hours
3. Checking the Job Description and Lists of Duties
4. Conducting an analysis of peaks and troughs in the workload

Outcome

Once the meeting has been held we will then notify you of the outcome in writing within 14 days. If we accept the application, both parties will need to discuss what arrangements will need to be made for when the working pattern is changed. Any agreement is a permanent change to your conditions of employment.

Should we decline the request we will ensure that it is only refused on the grounds of a clear business reason:

- Burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to re-organise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Insufficiency of work during the work period proposed
- Planned structural changes

We will provide a full written explanation of the reason why we have refused your application. We will try, wherever possible and available, to offer you alternative hours than those requested or alternative roles in case these would be of interest to you and help strike the work-life balance.

Appeal

You will also have the right of appeal against a rejected application. You have 14 days to exercise their right of appeal in writing after the date of notification of our decision. If an appeal is made, we will arrange an appeal meeting. Again, a trade union representative or work colleague may accompany you at the appeal meeting. Following the appeal meeting we will inform you in writing of the outcome of the appeal within 14 days.

19. HEALTH AND SAFETY AT WORK

Employees are reminded that they have a statutory duty to observe all health and safety rules and to take all reasonable care to promote the health and safety at work of themselves and their fellow employees. You are required to comply with the Company's health and safety rules and with all rules laid down by the Health and Safety at Work Act, the Workplace (Health, Safety and Welfare) Regulations 1992 and other European legislation together with all regulation made under them or under any other industrial safety statutes. Failure to comply with such rules may lead to dismissal. The Company places paramount importance on health and safety and welfare of employees at work. Every employee is further required to take such steps as are reasonably practicable to ensure the health and safety of him/her and others affected by his/her work. (You must make use of all protective clothing and equipment that are provided for you and) you must co-operate with the management in all respects for the full implementation of the Health and Safety Policy. Wilful breaches of the Health and Safety Policy will be dealt with through the disciplinary procedure.

20. ACCIDENTS

The Company is required to maintain a register of accidents whether major or minor.

In the event of an accident on the premises you should report the accident to your Manager and it will be noted in the accident book. You should also acquaint yourself with the locations and contents of the nearest first aid box.

Staff should also acquaint themselves with the name and telephone extension numbers where appropriate, of the qualified first aider and ask to be seen for an initial first aid assessment if required.

21. FIRE PRECAUTIONS

Your attention is drawn to the fire regulations posted in the Company's premises and you should acquaint yourself with these and with the Company's fire precautions and procedures, a copy of which is available from your Manager.

22. SMOKING (including e-cigarettes)

In the interests of health and safety and buildings insurance, smoking is only allowed in designated areas of the Company's buildings and premises. Any employee found smoking on Company premises (or outside of designated areas where appropriate) or any Company vehicle will be subject to disciplinary action which may result in your employment being terminated without notice or payment in lieu. If an employee is excluded from any of our customers sites for smoking, such an act will be considered to have taken place on the Company's premises and the employee will be subject to disciplinary action as if the smoking had taken place at the Company's premises.

23. ALCOHOL, DRUGS AND SOLVENTS ABUSE

Drugs and Alcohol can have a severe impact on you and your colleagues and therefore this policy has been designed to ensure that you are working in a healthy and safe environment, free from the risks caused by Drugs and Alcohol as we feel this is a fundamental right of your employment.

Drugs and Alcohol impact on awareness, cohesion, reaction times and decision making. The work you do is potentially dangerous and can cause serious injury to yourself, colleagues and third parties if you conduct your tasks with Alcohol or Drugs in your system even where you may feel that you are unaffected. This policy has been designed to ensure that you are aware of your rights and duties regarding Drugs and Alcohol when you are at work and this policy is designed to protect you, your colleagues and third parties.

Drug misuse is defined as any controlled drug under the Misuse of Drugs Act 1971 that is not possessed or used under the terms of a prescription and under advice from a Doctor, and the misuse of any drug obtained over the counter at a pharmacy, general retail medication or the use of any intoxicating substance that includes 'legal highs' and novel psychoactive substances.

Consumption of Alcohol on the Premises

Unless authorised by management, you are expressly forbidden to consume alcohol when at work, or bring it on to our premises, in our vehicles or on the premises of our clients under any circumstances.

Any breach of this rule will be treated as gross misconduct and is likely to result in summary dismissal.

Drug Misuse or Abuse and Medication on the Premises

If you misuse drugs during working hours or on our premises, in our vehicles or on the premises of our clients, you will be committing an act of gross misconduct and will thus render you likely to be summarily dismissed.

The same will apply to you if it is believed you are in possession of, or buying or selling of any illegal drugs, during working hours or on our premises, in our vehicles or on the premises of our clients.

Where you are taking medication, whether prescribed or 'over-the-counter,' you must ensure that you read the instructions and notify your manager if there are any potential side-effects. You must also exercise your own judgment in the way you are feeling and if you believe that the medication will, or is, having any effect on your work or fitness for work in any way whatsoever.

We reserve the right to alter your tasks, role or duties whilst taking such medications. We also reserve the right to deny you access to Company machines, equipment and vehicles or require you to carry your prescription at all times whilst using such medications.

1. Intoxicated Employees

If alcohol or drugs intoxicate an employee during working hours or on our premises, in our vehicles or on the premises of our clients except where authorised, arrangements will be made for the employee to be escorted from the premises immediately and they may be requested to undertake a test for drugs, alcohol or both at the request of a manager.

By "intoxicate" we mean that any drug is found in your urine that is above the European Workplace Drug Testing Guidelines, that you have alcohol in your breath above 22 micrograms, that you have alcohol in your blood above 50 micrograms or that you have levels reported as positive from any UKAS accredited laboratory in any sample test. For absolute clarity, by "intoxicate" we mean the levels in your sample and in no way does this relate to your mental state or the influence alcohol or drugs are having on you.

Disciplinary action will take place when the employee has had time to become sober or recover from the effects of drugs.

Where you are found to be intoxicated as per the definition above, you will be immediately suspended from work. You will be escorted from the premises and your emergency contacts will be notified so that they can arrange for you to return home. This kind of behaviour will normally be treated as gross misconduct and likely to result in dismissal.

The Company will adopt a zero-tolerance policy to people driving vehicles above the appropriate breath alcohol level, as determined by legislation.

The following table should be used for guidance. If you are unsure as to what the appropriate level is then you should not drink alcohol and seek the advice of a manager.

The current drink drive limits are:

Level of alcohol	England, Wales & Northern Ireland	Scotland
Micrograms per 100 millilitres of breath	35	22
Milligrams per 100 millilitres of blood	80	50
Milligrams per 100 millilitres of urine	107	67

The levels in Europe vary greatly and it is the drivers' own responsibility to be aware of local laws in advance of travel. If driving in France there is a requirement to have breathalysers in the vehicle.

2. Testing

We reserve the right to require you to submit to a sample test at any time. Sample tests will include (but are not limited to) blood, urine, breath or saliva tests. A failure to adhere to this requirement will be considered a wilful refusal to follow a managerial instruction and adverse inferences may be drawn on your state of intoxication.

Testing will occur in one of the following situations:

1. Pre-Employment or Pre-Placement Testing
2. Random Testing
3. Reasonable Suspicion Testing
4. Post Accident Testing
5. Follow-Up Testing

Pre-Employment Testing may be required before your employment starts or during your probationary period. Pre-Placement Testing may be required before or during any temporary or permanent placement required for your employment, our clients or a third party. A failure to subject to testing or a failed test may result in the withdrawal of an offer of employment or placement or disciplinary action which in the circumstances may amount to gross misconduct.

Random testing will take place at our convenience and you may or may not be selected for testing. If you are selected, you will be expected to comply with this and we consider your co-operation a reasonable managerial instruction. Random testing will consist of a sample being taken in line with the chain of custody conditions and be sent to an accredited laboratory for analysis, the results of the tests for drugs may not immediately be known on the day.

We reserve the right to request that you comply with reasonable suspicion testing. This is where a senior or trained manager believes that you may be intoxicated as per the definition above. We believe that such a request is a reasonable managerial instruction. We may request that you submit to reasonable suspicion testing when we feel you are intoxicated and are present at our sites, the sites of our clients or engaged in activities in any other location for the purposes of your employment with us. You may also be requested to submit to reasonable suspicion testing at the request of our clients or third parties e.g. the Health and Safety Executive.

We reserve the right to request that you comply with post accident testing where an accident occurs that falls within the definition of The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) and where the Company has a duty to notify the HSE.

Follow-up testing will be used in instances where the employee approaches in confidence and explains that they have a drug or alcohol problem or where an employee has a positive test and in the circumstances is not dismissed. You may be requested to undertake regular or ad hoc, frequent or infrequent testing. You may also be requested to participate in counselling, whether provided by your employer or not. These requests are considered a reasonable management instruction. Further positive tests or a wilful refusal to engage with the testing or counselling will be handled in accordance with the Company disciplinary procedure that may result in dismissal for gross misconduct.

You have the right to have any 'B Sample' tested where such a sample is taken. If you wish to exercise this right, we will not be obliged to facilitate or fund any such testing and you will be expected to do this yourself. In the event of an overturned test, we will balance all the available evidence without specific reliance on either test.

General

You are encouraged not to cover up for employees with a drink or drug problem but to recognise that collusion represents a false sense of loyalty and will in the longer-term damage those employees. If you recognise that you have a drink or drug problem, or that you are at risk of developing one, you are encouraged to come forward for confidential help. You should speak in confidence with your manager or secure the help of a colleague in this respect.

All reasonable steps will be taken to assist where we can.

24. REPRESENTING THE COMPANY

You are not permitted to represent yourself as an authorised agent for the Company except in the course of the proper performance of your duties or where authorised to do so. When your employment ceases you must not hold yourself out in any business context as being an employee of this Company. Should there be any misrepresentation or intention to deceive in this respect or any attempt to interfere with existing business relations between this Company and its existing or potential (customers), suppliers or agents then the Company may take proceeding against you to prevent any recurrence and to recover any losses incurred as a result.

25. OTHER EMPLOYMENT AND PRIVATE TRADING

It is expected that you will devote your whole time and attention to this Company during your working times. Therefore, you must not take on other employment or work outside working hours without first asking the Manager and obtaining his or her written permission.

Permission will not be unreasonably refused but if we are not happy about the other employment or business activity we may ask you to choose between working for us and continuing with your other activities.

Some examples of when permission would normally be refused are where the outside work damages or interferes with your own capacity, capability or credibility in doing your work for us or affects your performance of your duties or exposes you to a conflict of interest of where there could be damage to the Company's interests or reputation.

You must not:-

Set up in business (either alone or with others) which competes with any aspect of our business.

Or

Do any work of any nature in any capacity for any of our competitors.

Private trading on the Company's premises is strictly forbidden. The Company considers such an act as gross misconduct.

26. CONFIDENTIAL INFORMATION AND NON SOLICITATION/ NON COMPETITION/NON DEALING

26(1) Confidential Information

- (a) You must not, whether during your employment with the Company or after the end of it, whether you resign or are dismissed by the Company, unless expressly authorised in writing by your Manager, disclose to any unauthorised person or use any confidential information relating to the business affairs or trade secrets of the Company. This includes any detail about the Company's products, technical data, any matter relating to the Company or its business, customers and employees, actual potential or past and all details relating to information on the Company's data base.
- (b) During the course of your employment you may have access to, gain knowledge of or be entrusted with information of a confidential nature. This shall include, but is not limited to:-
- (i) The identity, address or telephone number of any Customer of the Company.
 - (ii) The contact name within a customer.
 - (iii) Any list or lists of the Company's Customers whether in written or printed form or held in an electronic medium
 - (iv) Details of the equipment supplied to or ordered by any Customers of the Company
 - (v) The price at which the Company purchases the raw materials it purchases for its customers and/or the price at which the Company supplies its products to its customers.
 - (vi) Any discount or remainder price at which the Company may from time to time offer to its customers for all or any of the equipment or products it provides.
 - (vii) Details concerning the organisation of the business of the Company or any part of it.
 - (viii) The identity, name, address, telephone number or other personal details of the Company's sales force or any employees engaged in its sales operations or any list of the same.

You agree that you shall not either during the course of your employment or at any time after its termination, make use of for your own or another persons' benefit, or divulge to a person not authorised by the Company to receive it, any confidential information as described or referred to above concerning the Company's business which may have been disclosed to or have otherwise come into your possession in the course of your employment.

If such disclosure or misuse of information occurs during the course of your employment the Company will treat such conduct as gross misconduct and reserves the right to terminate your employment without notice or payment in lieu. Such misconduct is described in the Company's disciplinary procedure, which forms part of your Contract of Employment.

26(2) Non-Solicitation/Non-Competition/Non-Dealing

- a. One of the most valuable assets of the Company is the contact that you will have and the

relationship that you will be encouraged to build up with the Company's Customers. You acknowledge that this contact and the relationship is capable of being misused unfairly against the Company if after you have left the Company's employment it is exploited for your own benefit or that of another person in competition against the Company.

- b. For this reason you hereby agree that you will not during your employment with the Company or any associated or subsidiary companies, or for a period of six months following the termination of your employment, in respect of any aspect of the business which the Company undertakes, solicit or attempt to solicit the custom of, or sell, or deliver to or accept work for private gain and/or for any third party, from any private individual, firm or Company or otherwise deal with any person who at the date of termination of your contract is a customer or potential customer of the Company to whom you have personally sold and/or delivered the Company's products on behalf of the Company, or whom you had introduced to the Company, or approached on behalf of the Company, or with whom you had any business dealings or knowledge in the six month period immediately prior to the date of termination of your contract.
- c. After your employment has ceased (whether by your resignation or termination by the Company) you also agree that you will not except in a purely social capacity, contact, deal with, attempt to solicit custom from, any customer of the Company with whom you had any business dealings in the six months prior to the termination of your contract nor will you attempt to interfere with the existing business relations between any customers or employees and the Company nor provide whether directly or indirectly your assistance to any other person so as to enable or facilitate that other person to solicit the custom of or sell and/or delivered the Company's products and equipment on behalf of the Company to any customer of the Company.
- d. You are strictly forbidden from making any contact, whether formal or informal, written or oral to any of the Company's past current or prospective suppliers or customers for any purpose other than for the legitimate business interests of this Company. Such a purpose might include but is not limited to, an intention to set up a competing business or work for a rival after leaving this Company. Any breach of this clause may render you liable to serious disciplinary action, which will result in summary dismissal if the circumstances warrant it.
- e. If within a period of six months following the termination of your contract you shall be employed by a competitor of the Company in common employment with any other former employee of the Company who shall him/herself be subject to the same or similar restraints by the Company to those contained in paragraphs 26(1) to 26(2) above inclusive, then you will not for any period whilst those restraints on that other employee remain in force, and in respect of sale or delivery of the Company's products and equipment, solicit the custom of or sell, distribute or deliver to any customer to whom that other employee is him/herself restrained from selling, distributing or delivering.
- f. Provided whilst each of the restrictions in clause 26(1) to 26(2) above are considered by the parties to be reasonable in all the circumstances as at the date hereof, it is hereby agreed and declared that if any one or more of such restrictions shall be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company but would be valid if words were deleted therefrom or the period thereof reduced, or the range of activities or area covered thereby reduced in scope, the said restriction shall be deemed to apply with such modifications or restriction found in any event to be void, shall not thereby affect the validity of any other restriction contained therein.

27. SECURITY

You will be required to ensure that all documents, papers, correspondence, drawings, customer, lists price lists and other papers including private notes concerning the Company are kept secure at all times and if not held at the Company's premises are carefully locked away at night and that all security procedures are properly maintained at all times. You are not expected to take any papers or documents belonging to the Company home with you when you leave at the end of the day except where this is strictly necessary for the proper performance of your duties. Any unauthorised conduct in this respect which causes loss or damage to the Company or to any customer past present or future will be regarded as serious misconduct from which you may be dismissed should the circumstances warrant this.

In the interests of the Company and its employees, the Company reserves the right to carry out random searches of employees' personal belongings in order to ensure that none of the Company's products or property is being taken from the premises illegally.

28. PATENTS, COPYRIGHTS AND DESIGNS

Any invention or any design created by any employee during the course of his or her employment or in the course of duties specifically assigned to him or her belongs to the Company.

29. GRATUITIES

The use of Company contractors, consultants, suppliers etc.

Employees are forbidden to accept gratuities, gifts, loans or other benefits from the Company's customers or suppliers without the express written permission of their Director/Senior Manager. In addition, employees are not permitted to make use of any services or be supplied with goods on a personal basis from any customer or supplier of goods and services or employee of any customer or supplier of goods and services to the Company because of the possible conflict of interest unless full disclosure has been made and prior written permission obtained from a Director/Senior Manager. Should any such conduct come to the attention of the Company the Company reserves the right to treat this as gross misconduct for which your employment may be terminated without notice or payment in lieu.

30. PROPERTY TO BE RETURNED ON TERMINATION

You are required to deliver to the Company before the end of your employment or immediately after should your employment terminate without notice, all papers, documents, keys, mobile phones, facsimile machines, cars and all property properly belonging to the Company. Failure to do so could result in a deduction from wages for the cost of the property. You will be required to sign an undertaking that all such property has been duly returned.

31. SHORTAGE OF WORK/LAY OFF

If there is a shortage of work for whatever reason, the Company will endeavour to maintain continuity of employment wherever possible by placing people on short time working or lay off without pay other than statutory allowances to which you may be eligible. Immediately work is available again you will be notified of the date on which your work will be restarted. Where you have been laid off under this rule your employment shall, for all contractual purposes, be deemed to have been continuous throughout the period of the lay-off.

32. TELEPHONE, COMPUTER SECURITY, INTERNET AND E-MAIL ACCESS AND MISUSE

There are business and legal requirements for having a telephone, computer security and misuse policy. Each employee has a responsibility for the protection of Company information and must therefore make himself/herself familiar with the relevant requirements in respect of telephone, computer security and misuse. All employees must ensure passwords and security passes remain secure and private. Each employee is responsible for reporting any breach of telephone or computer security, no matter how trivial. The information held on computers must be correct so that it can be relied upon by the Company and its customers. Any release or use of information must be authorised by a Senior Manager or Director and must be with the agreement of the person responsible for the data.

Employees are restricted to ensuring use of telephones and computers are for the proper performance of their duties only. Access to the Internet or e-mail facilities must only be used with the direct authority of Management or a Director and be for the performance of their duties only. Any employee found to be in breach of Company telephone or computer policy, will be subject to the Company's disciplinary procedure, which could result in dismissal. Employees must **not** install software on the Company's computer systems without the authority of Management or a Director and must only then be installed once the software has been checked and protected against computer viruses.

The company will audit and monitor use of the systems to ensure proper and effective business use. You should not expect privacy in the use of Company Internet, email and fax facilities. All emails are stored and the Company may inspect an email (including personal emails) at any time.

By accepting employment with the Company, you consent to such monitoring and inspections.

33. MOBILE PHONES

The Company prohibits the use mobile phones for personal reasons (i.e. non-work related) during working hours.

Use of Mobile Phone Whilst Driving a Vehicle

It is illegal to be driving and using a hand-held mobile phone at the same time. From 1st March 2017 drivers will face a £200 fine plus 6 points on their licence. New drivers could face a total ban. The law now states that employers can be liable for accidents where employees are found to be using a hand-held mobile phone at the time. As a consequence, any individual found to be answering the hand-held telephone whilst their vehicle is in motion will be subject to the Company's disciplinary procedure, which may lead to severe disciplinary sanctions.

All employees using a mobile phone should ring into the office as required to receive messages when parked and convenient.

In the event of any vehicle accident involving a Company vehicle, which can be shown was or may have been caused due to lack of care of the driver, by speaking on a mobile phone, may invalidate all insurance cover and may make the individual responsible in part or in whole.

34. DRESS AND APPEARANCE

It is important that the Company should maintain a professional image to customers and other members

of the public. Although it is acknowledged that many members of staff are not seen by the public whilst carrying out their duties, there are times when they will be noticed; for instance, in the entrance foyer and at enquiry points. Consequently, it is essential that all members of staff should maintain a smart and neat appearance.

All staff are expected to wear clothes which are appropriate for a business environment.

Items of dress which are considered to be inappropriate during normal working hours include: training shoes, working boots, shorts, track suits, jeans, dungarees, sweatshirts, T-shirts, or pullovers which display prominent slogans or illustrations. This list is not intended to be exhaustive.

There is no objection to the wearing of jewellery, but it should not cause danger nor be detrimental to the overall appearance.

If members of staff have any queries relating to the advice set out above, they are requested to raise the matter in the first instance with their Manager.

Protective Clothing and Equipment

Where we issue protective clothing or equipment, this is for your protection. You must wear/use it at all appropriate times. If you attend work without it, we may send you home to collect it. Time lost is without pay or must be made up.

If you don't wear protective clothing or use safety equipment, this may result in disciplinary action. Remember, you have a personal responsibility for your own health and safety and that of others. Please make sure you exercise this responsibly. This applies not only in how you use protective clothing/equipment but also to its care and maintenance.

35. TRAINING AND EDUCATION

As part of your duties you may be required from time to time to attend educational, vocational and training courses for the mutual benefit of your employer and yourself. The fees for all such courses will be paid by your employer but those fees shall be repaid to your employer if:-

- You cease to attend course lectures or
- You fail to attend at least 75% of the course lectures or
- You fail to use your best endeavours to successfully complete the course and/or pass the qualifying examinations or
- You leave the employment of your Employer either during or within 12 months after completing the course or if your employment is terminated for whatever reason during the same term.

Where your employment is terminated after 12 months following the completion of the course (including all examinations), we may recoup the cost of training courses along the timescales and rates below.

Timescale from end of training (including any examinations) to date of leaving	Percentage of training cost to be recouped
12 months	100%
15 months	75%
18 months	50%

21 months	25%
24 months	0%

If no alternative arrangements for repayment have been made your employer shall be entitled to deduct the course fees from your salary.

36. CORRESPONDENCE

All employees are prohibited from authorising the use of the Company's address for private correspondence. The Company cannot be held responsible for the safe delivery of any correspondence, which is sent to an employee at the Company's address.

37. CHANGES IN TERMS AND CONDITIONS

From time to time your main terms and conditions of employment may be subject to change (e.g. by mutual consent). Should any change be agreed, this will be confirmed, within one month from the change taking effect, by individual written notification.

38. CHANGES IN PERSONAL DETAILS OR CIRCUMSTANCES

The Company needs to keep up-to-date information of your home address and telephone number, together with the name, address and telephone number of your next of kin (or other such person) who can be contacted in cases of emergencies. You must also ensure that you inform the personnel department of any changes to these details.

IMPORTANT POLICIES AND PROCEDURES

39. GRIEVANCE POLICY AND PROCEDURE

Policy

The Company aims to ensure that any grievance an employee has relating to their employment is dealt with efficiently through effective communication and consultation.

It is the intention of the Company that employees should be encouraged to have direct contact with management to resolve their problems. If an employee has an individual problem or complaint about their work or concerning an employee or employees, the following procedure shall be applied.

Please note that the Company requires an employee who has any concerns regarding their employment to use this grievance procedure. Failure to do so may result in penalties against the employee should this matter proceed to an Employment Tribunal.

Procedure

- (a) The employee should refer any grievance in the first instance to their immediate Supervisor or to a more Senior Manager, if the grievance relates to the said Supervisor. Everything possible will be done to resolve the problem informally.
- (b) If an acceptable solution cannot be found through informal discussions, then the employee must refer the matter in writing to their immediate Supervisor or to a more Senior Manager if the grievance relates to the said Supervisor. The employee must detail the nature of their complaint and submit their grievance within 5 working days of any such grievance arising.
- (c) The grievance will be acknowledged in writing within 5 working days of receipt and will confirm the date, time and location of the meeting, which will be held to discuss the grievance. At this meeting, the employee will be given the opportunity to be accompanied by a fellow member of staff or Trade Union representative. The employee must confirm their attendance at the meeting by telephone.
- (d) Employees will be allowed to explain their grievance and how they think it might be resolved. The meeting will give the Supervisor/Senior Manager an opportunity to identify whether any investigation is necessary for example, discussions with other employees. If the Supervisor/Senior Manager feels that an investigation is appropriate, the employee will be informed of this at the meeting.
- (e) Within 5 working days of the grievance meeting or as soon as is reasonably practicable, depending on any necessary investigation, the employee will receive a written decision from the Supervisor/Senior Manager who held the meeting with the right of appeal. Minutes of the meeting will be available on request.
- (f) If the employee wishes to appeal the decision, any such appeal should be made in writing to another Senior Manager or Director within 5 working days of receiving the written decision.
- (g) The appeal will be acknowledged in writing and an appeal hearing will be scheduled. Depending on the availability of a Senior Manager or Director, all efforts will be made to ensure, that the appeal hearing takes place within 5 working days of receiving the employees appeal request. At this hearing the employee will be given the opportunity to be accompanied by a fellow member of staff

or a Trade Union representative. The employee must confirm their attendance at the hearing by telephone.

- (h) Within 5 working days of the appeal hearing or as soon as is reasonably practicable, the employee will receive a written decision from the Senior Manager or Director who conducted the appeal which will be the Company's final decision on the matter. Minutes of the hearing will be available on request.

Please note that any grievance, which is brought to the Company's attention after the termination of an employee's contract, the Company reserves the right to deal with the matter in written form only.

Investigation

In many grievance cases investigations are essential. Any necessary investigations will take place in accordance with paragraph (d) above. In such cases witnesses will be interviewed and statements obtained.

Minutes will be taken at all meetings copies of which, including any statements taken will be sent to the employee making the complaint for consideration. A further meeting may be arranged to discuss with the employee the statements obtained.

40. DISCIPLINARY AND DISMISSAL POLICY AND PROCEDURE

Policy

There may be times when the Company feels that disciplinary action towards an employee may be necessary and in such cases the Company operates a procedure to ensure that formal notification and discussion takes place.

There may be other times when an employee's contract of employment may be terminated on non-disciplinary grounds, e.g. ill health, individual redundancy or retirement. In such cases, the Company operates a separate procedure to deal with this.

The focus of both procedures is to follow a three-stage process:

- To communicate in writing to the employee the reasons for the disciplinary action or dismissal.
- To meet and discuss the matter and inform the employee in writing of the Company's decision and also advise of the appeal process.
- To hold an appeal hearing if requested, the outcome of which will be confirmed in writing.
- At all times, the Company will conduct a thorough investigation and will ensure that all of the facts are considered before a decision is made.

Disciplinary Procedure

The Company does not intend to impose unreasonable rules of conduct on its employees, but certain standards of behaviour are necessary to maintain order and discipline in the interests of all employees and the Company.

We prefer discipline to be voluntary and self imposed and in the great majority of cases, this is how it works. From time to time, however, it may be necessary to take action towards individuals whose behaviour or performance is unacceptable.

This procedure has been established to ensure the fair and consistent treatment of employees who have failed to meet the expected standards with regard to conduct, attendance and job performance.

Minor faults will be dealt with informally. In cases where informal discussion does not lead to improvement or where the matter is more serious, this process must be followed:

The employee will be invited to a disciplinary hearing to have a formal discussion. At least 48 hours notice will be given and the time, date and location of the hearing, and the question of disciplinary action will be confirmed in writing. The employee will be given the opportunity to be accompanied at the meeting by another colleague or Trade Union representative.

The employee must take all reasonable steps to attend the hearing and must confirm their attendance by telephone.

Within 5-10 working days, the Company's decision will be confirmed in writing with the right of appeal. The employee will receive a copy of the minutes of the hearing.

If the employee wishes to appeal the decision, then any such appeal should be made in writing to another Senior Manager or Director within 5 working days of receiving the written decision. An appeal hearing will

then be scheduled. Depending on the availability of a Senior Manager or Director, all efforts will be made to ensure the appeal hearing takes place within 5 working days of the employee's appeal request. The employee will be given the opportunity to be accompanied at the meeting by another colleague or Trade Union representative.

The employee must take all reasonable steps to attend the hearing and must confirm their attendance by telephone.

The decision of the Director or Senior Manager will be final and will be confirmed in writing within 5-10 working days of the appeal hearing. The employee will receive a copy of the minutes of the hearing.

It should be noted that an employee's behaviour is not looked at in isolation but each incident of misconduct is regarded cumulatively, with previous occurrences. Taking this into consideration, the following stages will be invoked:

Informal Stage 1

A formal oral warning will be issued in cases of minor breaches of Company discipline such as misconduct, performance, poor timekeeping and persistent absence. The employee will be notified for the reasons for the oral warning, and that it is the first stage of the disciplinary procedure. A note of the oral warning will be noted on the employee's personal record but will be nullified after 6 months subject to satisfactory conduct and only if there are no further instances of disciplinary action for whatever reason.

Formal Stage 2

If conduct or work performance does not improve, or if the employee commits an act, which is a more serious breach of Company discipline, a first written warning may be given. This will give details of the complaint and the likely consequences, (that is a final written warning), if the terms of the warning are not complied with. This warning will also be noted on the employee's personal record but again will be nullified after a maximum of one year, subject to satisfactory conduct and only if there are no further instances, which invoke this procedure for whatever reason.

Formal Stage 3

Failure to improve in response to the procedure so far, or a repeat of action or misconduct for which a warning or warnings have been previously issued, or a first instance of further misconduct, may result in a final written warning. This will give details of the complaint, the length of any probationary period and notification that dismissal may result if the terms of the warning are not complied with. This warning will be noted on the employee's personal record and will only be nullified at the Director's discretion.

Formal Stage 4

Failure to meet the requirements set out in the final written warning will normally lead to dismissal with appropriate notice. A decision of this kind will only be made after the fullest of possible investigations.

Gross Misconduct

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

Examples of gross misconduct are:

- Theft and unauthorised possession of Company property. Deliberate falsification of records or any

- other form of dishonesty.
- Wilfully causing harm or injury to another member of staff or other person on the premises.
- Performing an action that is likely to cause injury to other people or damage to Company property.
- Breach of the Company's confidentiality, competition and non-solicitation policies.
- Gross insubordination e.g. wilful refusal to obey a reasonable instruction.
- Incapacity due to alcohol or drug abuse. Possession or administration of drugs or alcohol on the Company's premises.
- Discrimination or harassment of any kind.
- Driving a Company vehicle whilst using a hand-held mobile telephone or a hand-held device whilst the car is in motion or stationary with the engine running.
- Unacceptable, abusive or violent behaviour to members of staff, customers, clients or other persons who have cause to have contact with the Company.
- Any act, conduct or omission, which the Company considers being in breach of the Company contract or which brings the Company into disrepute.
- Breach of the Company's health & safety rules.

This list is intended only as a guide and is not exhaustive.

Please Note that depending upon the severity of the offence, this procedure may be invoked at any stage considered appropriate to deal with the offence in question.

Suspension

In the event of misconduct, which cannot be immediately investigated and considered, an employee may be suspended on full basic pay, whilst an investigation is carried out. Such suspension, which does not imply guilt or blame, will be for as short a period as possible.

Investigation

Where applicable, witnesses will be interviewed and statements taken. An investigatory hearing may also be required with the employee concerned as a fact-finding exercise.

Minutes will be taken at all meeting copies of which, including any statements obtained will be sent to the employee concerned prior to any disciplinary hearing.

Dismissal Procedure

In the event that the Company considers termination of employment on grounds not connected to disciplinary issues, the procedure will be as follows:

The employee will be invited to a meeting to have a discussion on the matter. The letter will confirm the time, date and location of the meeting, and the reasons for dismissal. The employee will be given the opportunity to be accompanied at the meeting by another colleague or Trade Union representative.

The employee must take all reasonable steps to attend the meeting and must confirm their attendance by telephone.

Within 5-10 working days, the outcome of the meeting will be confirmed in writing to the employee with the right of appeal.

If the employee wishes to appeal the decision, then any such appeal should be made in writing to another

Senior Manager or Director within 5 working days of receiving the written decision. An appeal hearing will then be scheduled. Depending on the availability of a Senior Manager or Director, all efforts will be made to ensure the appeal hearing takes place within 5 working days of the employee's request of appeal. The employee will be given the opportunity to be accompanied at the meeting by another colleague or Trade Union representative.

The employee must take all reasonable steps to attend the meeting and confirm their attendance by telephone.

The decision of the Director or Senior Manager will be final and will be confirmed in writing within 5-10 working days of the appeal hearing.

Contractual Disciplinary Sanctions

In addition to any disciplinary sanctions specified in the Statutory Codes of Practice, as issued from time to time, the Company may also apply the following sanctions where the Company believe that the merits of the case and the seriousness of the offence render them appropriate either as an alternative or in addition to those included in the Statutory Codes.

- Demotion
- Transfer to another department or job
- A period of suspension without pay
- Loss of seniority
- Reduction in pay
- Loss of any future pay increment or bonus
- Loss of overtime

These additional sanctions require the employee's agreement before confirmation. If no agreement is made with the employee, issue a disciplinary warning as per the normal disciplinary process. Failure to obtain agreement from the employee could result in a breach of contract claim in the Employment Tribunal.

41. HARASSMENT POLICY

All employees have a legal and moral right not to be subject to harassment and we intend to ensure that you all can work in an environment free from offence, intimidation, hostility and humiliation. We do not wish for any of our employees to go through this and we encourage you to approach us if this is the case.

We prohibit all forms of harassment on the grounds of:

- gender (including sex, marriage, gender re-assignment)
- race (including ethnic origin, colour, nationality and national origin)
- disability
- sexual orientation
- religion or belief
- age

Harassment and discrimination is any unwanted conduct that creates an intimidating, hostile, humiliating or offensive environment. The Company will deal with any such complaints confidentially and sensitively.

The Informal Stage

This stage is appropriate where you simply want the behaviour to stop and do not want to take any further action. You can seek to resolve matters informally by: -

- Approaching the alleged harasser directly, making it clear to the person(s) harassing the employee that the behaviour in question is offensive and should be stopped. This can be done verbally or in writing.
- Approaching the alleged harasser with the support of a colleague or a trade union representative.
- Approaching the alleged harasser with the support of a supervisor/manager or designated advisor.
- Where an employee seeks the support of a supervisor/manager or designated advisor, he/she will be sensitively informed that their role at the informal stage can only be one of support. The employee will also be advised.
- A formal investigation and possible disciplinary action can only take place if the complaint is investigated under the formal procedure.

We assure you that:-

All reported incidents of harassment will be monitored and in the event of any patterns emerging management may wish to initiate its own formal investigation and take action where this proves to be necessary.

A written record of the action taken will be made to assist with any formal proceedings, which may arise if the behaviour does not stop. Failure to maintain such a record will not prevent proceedings at the formal stage.

Making A Formal Complaint

If the behaviour continues or if it is not appropriate to resolve the problem informally, it should be raised through the formal complaints procedure:-

- Your manager will have overall responsibility for harassment complaints. Individuals may raise complaints with this Manager or if appropriate, another member of management or directly to Human Resources.

- You should raise complaints as soon as possible following an act of alleged harassment or discrimination so that the matter can be dealt with swiftly.

While it is preferable that a complaint should be made in writing to the Manager (or any other Manager as appropriate) this will not preclude the investigation of a complaint made verbally.

The Manager will acknowledge receipt of the complaint and arrange to meet you within 5 working days.

Clarifying The Complaint

The Manager will meet you to:

- Clarify and informally record the nature of the complaint and that it is being handled under the formal procedure
- Ensure that you are aware of the next stage of the procedure.

We may extend the right to be accompanied at this meeting by a trade union representative or work colleague.

Where a case of serious harassment has been alleged, consideration will be given to precautionary suspension of the alleged harasser to enable investigations to proceed. An individual who is going to be suspended will be advised of this at a meeting with the Manager concerned.

In other cases of alleged harassment, the Manager will take appropriate action to avoid unnecessary contact between the Complainant and Alleged Harasser.

Investigation

- The Manager will meet with the alleged harasser to: -
- Outline the nature of the complaint.
- Confirm that it is being handled under the formal procedure
- Ensure that the individual is aware of the next stages of the procedure.
- Consider suspension and communicate this if appropriate.
- Take the alleged harasser's version of events at this juncture if it is appropriate in the circumstances.

The Manager will meet again with you and consider both what they have to say and any other related matter. We may extend the right to be represented by his/her trade union representative or work colleague if appropriate.

The Manager will then meet the alleged harasser and hear what he/she has to say about the alleged incident if the Manager has not yet already taken his/her version of events. The alleged harasser may be given the right to be represented by his/her trade union representative or work colleague if appropriate.

The Manager will then meet any other person who may assist with the investigation. Each individual will be asked to outline what happened and if appropriate, provide a statement.

The Outcome

Having obtained all the information possible, the Manager will consider whether your complaint is sustained.

The Manager will then prepare a written report outlining the facts, indicating his/her findings and whether a case of harassment or discrimination is substantiated. If so, the Manager will consider whether:

- To initiate the Company's agreed disciplinary procedure against any party as appropriate; or
- To take no further action or to take any other appropriate management action e.g. the provision of training or counselling.
- To consider whether mediation would be an appropriate way to attempt to resolve the issue between the parties.

Having made a decision, this will be communicated to you and the person against whom the complaint was made, subject to the duties of confidentiality. Every effort will be made to have completed the procedure without undue delay.

Action following complaint:

Should the Alleged Harasser remain in employment with us, consideration may be given to the transfer of one of the employees concerned where it is reasonably practicable to do so. In any event, every effort will be made to avoid unnecessary contact between the parties.

Counselling will be offered to the person who has been harassed and to the harasser. This will be provided by a trained member of staff or by an external provider.

The Manager will meet with you on a regular basis to offer support and to ensure that no harassment or victimisation has occurred.

The Manager of the harasser will be responsible for ensuring that the harasser is made fully aware of the Company's policies on equal opportunities and harassment or discrimination.

42. BRIBERY ACT POLICY

Introduction

We recognise that the vast majority of staff meet or exceed the demands of their roles and responsibilities. We are liable if you commit an act of bribery and you can be held personally liable too.

The purpose of this policy is to provide support to you where your position or role/responsibility could mean you fall foul of Bribery legislation. It may mean that the role requires that you procure/ purchase or tender for contracts or sell, negotiate deals that are beneficial to one party over and above another.

There are 4 possible offences:

- Bribing another person.
- Being bribed.
- Bribing a foreign Public Official.
- Failing to prevent bribery.

We have undergone risk assessments and the outcome has indicated that the Company may benefit from having a dedicated policy in place.

You are forbidden to accept gratuities, gifts, loans or other benefits from our customers or suppliers without the express written permission of your Manager. In addition, you are not permitted to make use of any services or be supplied with goods on a personal basis from any customer or supplier of goods and services or employee of any customer or supplier of goods and services to the Company because of the possible conflict of interest unless full disclosure has been made and prior written permission obtained from your manager. Should any such conduct come to our attention we reserve the right to treat this as gross misconduct for which employment may be terminated without notice or payment in lieu.

Responsibilities

Managers have a responsibility to address any allegation or issue as quickly as possible and take the appropriate action. Management will, make assessments of risk, deal with decisions where potential for bribery exists and receive and investigate reports of bribery. Managers also have a responsibility to keep accurate records of discussions and agreed actions during tender or purchase procedures or where gratuities have been offered.

You therefore have a responsibility for your own actions in regard to gifts and performance and continued development to meet new challenges at work. You are also responsible for bringing any problem to the attention of your Manager that may have an effect on you personally or us. You are also expected to co-operate with your manager in investigating and tackling concerns.

Hospitality

In relation to occasions on which hospitality is offered or accepted by you, issues may arise as to the line between a proper public relations exercise and intention to induce improper performance of a relevant function.

It is not unlawful to promote or market us to improve our image or to establish cordial and professional relationships or to maintain them so long as it is reasonable and proportional.

In order to make an assessment of any particular hospitality event, which is to be offered to a client or prospective client, your manager will have to be supplied with information. This will include the cost and nature of the hospitality, the name and details of the person to be entertained and the purpose of the event. Your manager will be required to approve the event or make suggestions for modifying it.

The following is a list of examples of unacceptable behaviour:

- Taking a customer or supplier for a working lunch at a restaurant whose prices would be considered extravagant under normal circumstances.
- Providing alcohol with the meal that is excessive or extravagant.
- Running special offers or promotions that involve benefits that are not for use by a customer or their employees in their business.
- Paying for a customer to go to an event that is not work-related or without the permission of their employer.

Similar examples apply where the hospitality is being extended to you.

Tendering

In relation to awarding of contracts for services we have provisions for competitive tendering in place. However, as an additional requirement and as a requirement in awarding contracts, which are not required to go out to tender, an issue of bribery might arise.

Charitable Donations

In relation to charitable and political donations care should be exercised to avoid the suggestion of soliciting favours.

Expenses

Expense forms and expense claims should be submitted to accounts in the normal way however must clearly detail the customers' name and Company name for any business entertaining. The receipt must be the original receipt detailing what has been purchased and not the debit/credit card receipt. Expenses will not be paid if this information is missing.

Procedure

In order to prevent behaviour which might unwittingly give raise to the suspicion of bribery and to prevent any associated person purporting to act on its behalf in a manner that brings suspicion on us or its employees, the following measures have been adopted as appropriate and proportionate to the risks it faces

It is important that EVERYONE address concerns and report any attempt at bribery that comes to their attention, whether it consists of a direct approach to him or herself or an act done by an associated third party. In the first instance report this directly to your manager immediately. The aim of this approach is to try to resolve any problems quickly and informally with a view to resolving the matter before it becomes a serious issue.

Under no circumstances will a person who reports a suspicion of bribery will be subject to victimisation for making a bon fide report, whether or not the suspicion turns out to be justified.

Management Support

- Bring concerns regarding performance to your attention

- Undertake any necessary investigation as to the allegations
- Review your roles and responsibilities
- Re-affirm the standards that are expected of us
- Provide any necessary training (internal or external)
- Record in writing any actions taken, confirm the outcome in writing to you and retain a copy on your personnel file.

What are the penalties for committing an offence?

The offences of bribing another person, being bribed and bribing a foreign public official are punishable by an unlimited fine, imprisonment of up to ten years or both. Both we and you could be subject to criminal penalties. Failure to prevent bribery is punishable on indictment by an unlimited fine.

Businesses that have been convicted of corruption could find themselves permanently debarred from tendering for public-sector contracts. We may also be damaged by adverse publicity if we are prosecuted for an offence

43. WHISTLE BLOWING POLICY

Public Interest Disclosure 'Whistle-blowing'

We operate a strict policy in relation to wrongdoing (which will be regarded as a disciplinary offence) and will not tolerate actions which may amount to a criminal offence or breaches of legal obligation, a miscarriage of justice, danger to health or safety or which may damage the environment ("wrong doing"). All employees are expected to maintain the highest of standards of integrity and good faith. Under Part IVA of the Employment Rights Act 1996 employees who report wrong doings to certain parties are protected. However, it is our policy that any wrongdoing that has occurred should be reported to us. Accordingly, we have devised the following policy in order to encourage you to report any matters that you believe are of concern to our business and to reassure you that you will be protected in respect of any such disclosure.

You may be concerned about the repercussions to you in reporting matters that are of concern. We assure you that you will be protected and will not be subjected to any detriment because you have reported a matter that you believe in good faith to amount to wrongdoing or potential wrongdoing.

However, you must note that if you make any allegation which you do not believe or which is made maliciously or for some ulterior motive (i.e. a grudge against a fellow worker) then this may be treated as a disciplinary matter and we may invoke the disciplinary procedure.

Reporting Wrongdoing

In the first instance you may wish to raise the matter with your Supervisor on an informal basis and discuss with him or her what steps should be taken to report the matter to more senior management.

You may at any time raise the matter formally with your Supervisor, whether orally or in writing and he or she will pass on the matter to the appropriate level of Management.

If your concern is about your Supervisor or someone at a higher level of management then you should feel free to raise the matter with whatever you consider to be the appropriate level of management.

At all stages, all statements that you make will remain confidential unless you express a contrary wish or it becomes necessary to divulge such statements during the course of an investigation.

Investigations

You must recognise that a complaint about wrongdoing may lead to us wishing to carry out an investigation into the allegations of wrongdoing. In these circumstances you will be informed before any of the matters that you have raised are put to the alleged wrongdoer and you will be protected by your employer who will ensure that your work environment is not affected because you disclosed the matter to us.

You will be informed of the outcome of any investigation and what action has been taken.

If you have any concern or complaint about the manner in which you feel you are being treated because you made the disclosure, whether by the alleged wrongdoer or any co-employees you should raise this with whatever level of management you consider to be appropriate and this may be dealt with as a

disciplinary matter in relation to such individuals.

If you are unhappy about the manner in which your disclosure was treated by the person to whom it was reported, or you consider that it has not been properly investigated then you should report the matter to whatever level of management you consider appropriate which may include a Director of the Board of Directors.

At all times our intention will be to resolve the allegations that have been made and to ensure that wrongdoing has not occurred or, if it has occurred it is dealt with appropriately. However, we will not hesitate to report wrongdoing to the appropriate body if we consider that this is the correct approach to adopt in the circumstances.

44. SOCIAL MEDIA POLICY

Introduction

The growth in social media, particularly social networking sites has created increased opportunity for media communications that have an impact upon the business.

The term “social media” is used to describe dynamic and socially interactive network information and communication technologies, for example Web 2.0 sites, SMS text message and social networking sites such as Facebook, LinkedIn, Twitter, blogs, other online journals and diaries, bulletin boards, chatrooms, micro blogging and the posting of videos on You Tube and similar media. Social networking also includes permitting or not removing postings by others where a player or employee can control the content of postings such as on a personal profile or blog.

This policy applies to social networking whilst both on and off duty.

The purpose of these social media guidelines is as follows:

- To encourage good practice
- To protect the business, its staff and clients.
- To clarify where and how existing policies and guidelines apply to social media.
- To promote effective and innovative use of social media as part of the business’s activities.

General Guidelines

All current policies concerning staff apply to the use of social media these include, but are not limited to:

- Human resources: policies, procedures and codes of practice where applicable.
- Guidelines for the use of IT facilities.
- Data protection policies.
- Managing electronic mail and using e-mail wisely.
- Electronic information security policy and best practice in electronic information security.

Corporate Brand Guidelines

Staff should take effective precautions when utilising social networking sites to ensure their own personal safety and to protect against identity theft.

Staff who engage in social networking should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the business’s legitimate business interests, for example the information posted could be the business’s confidential business information. In addition, some people who view this information may consider you as a spokesperson for the business. To reduce the likelihood that your networking will have an adverse effect on the business, staff should observe the following guidelines when social networking.

- Staff should not engage in social networking by using any of the business’s electronic resources or when they are supposed to be working.
- Managers should not send “friend” requests to subordinates at any time while on or off duty.

- Any member of staff may reject a “friend” request from any other member of staff without repercussion.
- All requests for references or recommendations, even those that are received through social networking should be handled strictly in accordance with the business’s standard policy for responding to such requests.

If the social networking of any member of staff includes any information relating to the business, the following must be adhered to:

- It should be made clear to contacts and those who view social media that the views expressed are those of the member of staff alone and do not reflect the views of the business, by stating for example “the views expressed in this post are my own. They have not been reviewed or approved by the business”.
- The business’s performance, products or services or the products or services of its sponsors, vendors or other businesses must not be discredited or defamed in any way. Customers, clients, business partners and suppliers must not be mentioned without the prior approval of the business’s management team.
- Inaccurate, distasteful or defamatory comments are prohibited. In addition, the use of, or the accessing of or the sending of offensive, obscene or indecent material is strictly prohibited.
- The business’s logo, trademark or proprietary graphics or any photographs of the business premises or products or those of any other team must not be used at any time.
- Personal or contact information or photographs of any other member of staff or any Director or manager must not be posted or used at any time without permission.
- The business has spent substantial time and resources building its reputation and goodwill. These are valuable and important corporate assets, which need to be enhanced and preserved. Before any member of staff engages in any social networking activity which identifies that member of staff as an employee of the business, or that identifies the business in any way, it should be considered whether the social networking activity is damaging the business’s reputation or potentially could damage the business’s reputation. If there is any doubt or any uncertainty, the member of staff should refrain from posting any information. Remember, a post lives forever! Staff must think before they type.
- Any complaints about work should be resolved by speaking directly to your respective managers, rather than by posting complaints on the Internet through any method of social media. If any complaints or criticism of the business or other members of staff is posted on any method of social media, any comment that may be defamatory or damaging to the business or any other employees should be avoided. REMEMBER - Disciplinary action can be taken for this activity.
- Social networking sites are prime targets for malware distribution, and third-party applications should never be downloaded.

- Any incidences of inappropriate behaviour, information posting, phishing or suspected malware should be reported immediately to the business' Management team.

The business reserves the right at all times to continually review the use of social media and may modify its policies should the status of particular social media sites change, for example if changes are introduced or changes made to the way content is used or the terms of use of sites are changed or if a site closes down.

The business will in its sole discretion review the social networking activities of any member of its staff. This policy applies even if the social networking activity of any member of staff is anonymous or under a pseudonym. If such networking activity is engaged in, members of staff should be aware that in appropriate circumstances the business will take steps to determine the identity of the individual concerned.

The business may request in its sole and absolute discretion that any member of staff should temporarily confine their respective social networking activities to matters unrelated to the business if the business determines that it is necessary or advisable to ensure compliance with regulations or other laws.

If clarification is required on any aspect of this policy, members of staff should contact the business's management team. All members of staff should note that failure to comply with any aspect of this policy may lead to disciplinary up to and including termination, and if appropriate the business will pursue all available legal remedies to protect its reputation, products, logo, trademark or proprietary graphics. The business reserves the right in addition to report any suspected unlawful conduct to the appropriate law enforcement authority.

45. DATA PROTECTION ACT 2018 POLICY

This policy applies to:

- All employees of this Company;
- All regional staff or home workers operating on behalf of this Company.

This policy is operational from 25 May 2018.

The purpose of this policy is to enable the Company to:

- Comply with our legal, regulatory and corporate governance obligations and good practice
- Gather information as part of investigations by regulatory bodies or in connection with legal proceedings or requests
- Ensure business policies are adhered to (such as policies covering email and internet use)
- Fulfill operational reasons, such as recording transactions, training and quality control, ensuring the confidentiality of commercially sensitive information, security vetting, credit scoring and checking
- Investigate complaints
- Check references, ensuring safe working practices, monitoring and managing staff access to systems and facilities and staff absences, administration and assessments
- Monitor staff conduct, disciplinary matters
- Market our business
- Improve services

This policy applies to information relating to identifiable individuals e.g. staff, applicants, former staff, clients, suppliers and other third-party contacts.

We will:

- Comply with both the law and good practice
- Respect individuals' rights
- Be open and honest with individuals whose data is held
- Provide training and support for staff who handle personal data, so that they can act confidently and consistently

We recognise that its first priority under the DPA is to avoid causing harm to individuals. In the main this means:

- Complying with your rights,
- Keeping you informed about the data we hold, why we hold it and what we are doing with it,
- Keeping information securely in the right hands, and
- Holding good quality information.

Secondly, DPA aims to ensure that the legitimate concerns of individuals about the ways in which their data may be used are taken into account. In addition to being open and transparent, we will seek to give individuals as much choice as is possible and reasonable over what data is held and how it is used. This includes the right to erasure where data is no longer necessary and the right to rectification where the data is incorrect. Full details are available in the Privacy Notice issued at the point of gathering the data.

The Company has identified the following potential key risks, which this policy is designed to address:

- Breach of confidentiality (information being given out inappropriately).
- Insufficient clarity about the range of uses to which data will be put — leading to Data Subjects being insufficiently informed
- Failure to offer choice about data use when appropriate
- Breach of security by allowing unauthorised access.
- Failure to establish efficient systems of managing changes, leading to personal data being not up to date.
- Harm to individuals if personal data is not up to date
- Insufficient clarity about the way personal data is being used e.g. given out to general public.
- Failure to offer choices about use of contact details for staff, clients workers or employees.

In order to address these concerns, to accompany this policy, we have an accompanying Information Security policy and we will issue Privacy Notices to explain what data we have, why we have it and what we will do with it. The Privacy Notice will also explain the data subject's rights. We will offer training to staff where this is necessary and appropriate in the circumstances to ensure compliance with DPA. Such training will vary according to the role, responsibilities and seniority of those being trained.

We aim to keep data only for so long as is necessary which will vary from according to the circumstances.

We have no intention to transfer data internationally.

The person responsible for Data Protection is currently Gordon Green with the following responsibilities:

- Briefing the board on Data Protection responsibilities
- Reviewing Data Protection and related policies
- Advising other staff on Data Protection issues
- Ensuring that Data Protection induction and training takes place
- Notification
- Handling subject access requests
- Approving unusual or controversial disclosures of personal data
- Approving contracts with Data Processors
- Ensuring Data is stored securely
- Maintain a Data Audit and keep this up to date
- Reporting breaches to the Information Commissioners Office and the relevant Data Subject(s)

Significant breaches of this policy will be handled under the Company's disciplinary procedures which may amount to gross misconduct.

Subject Access Request

Any subject access requests will be handled by Gordon Green

Subject access requests must be in writing. All staff are required to pass on anything, which might be a subject access request to Gordon Green without delay. The applicant will be given their data within 1 month unless there are complexities in the case which justify extending this to 2 months. You will be notified of any extensions to the deadline for response and the reasons as soon as possible.

We have the right to refuse a subject access request where data is requested at unreasonable intervals, manifestly unfounded or excessive. You will be notified of the reasons as soon as possible.

Where the individual making a subject access request is not personally known to Gordon Green their identity will be verified before handing over any information.

The required information will be provided in a permanent and portable form unless the applicant makes a specific request to be given supervised access in person.

You have the right to request the information we hold is rectified if it is inaccurate or incomplete. You should contact Gordon Green and provide with the details of any inaccurate or incomplete data. We will then ensure that this is amended within one month. We may, in complex cases, extend this period to two months.

You have the right to erasure in the form of deletion or removal of personal data where there is no compelling reason for its continued processing. We have the right to refuse to erase data where this is necessary in the right of freedom of expression and information, to comply with a legal obligation for the performance of a public interest task, exercise of an official authority, for public health purposes in the public interest, for archiving purposes in the public interest, scientific research, historical research, statistical purposes or the exercise or defence of legal claims. You will be advised of the grounds of our refusal should any such request be refused.

46. INFORMATION SECURITY POLICY

Introduction

We provide employees with access to various computing, telephone and postage facilities (“the Facilities”) to allow them to undertake the responsibilities of their position and to improve internal and external communication.

Scope And Applicability

This Policy applies to all individuals that use or operate within our IT Systems, including networks, Laptops, desktops, telephones or any other facility that is provided for communication purposes.

This Policy applies to the use of:

- local, inter-office, national and international, private or public networks (including the Internet and Intranet) and all systems and services accessed through those networks;
- desktop, portable and mobile computers and applications (including personal digital assistants (PDAs);
- mobile telephones
- electronic mail (Email) and messaging services.

Observation of this Policy is mandatory and forms part of the Terms and Conditions of Employment. Misuse of the Facilities will be treated as gross misconduct and may lead to dismissal.

Purpose

This Policy sets out the Company’s policy on the use of the Facilities and it includes:

- Responsibilities and potential liability when using the Facilities;
- The monitoring policies adopted by the Company; and
- Guidance on how to use the Facilities.

This Policy has been created to:

- Ensure compliance with all applicable laws relating to data protection, information security and compliance monitoring;
- Protect the Company and its employees from the risk of financial loss, loss of reputation or libel; and
- Ensure that the Facilities are not used so as to cause harm or damage to any person or organisation.

Computer Facilities - Use Of Computer Systems

To comply with this policy it should be noted that unless written prior authorisation has been received by departmental managers, the Facilities must be used for business purposes only.

In order to maintain the confidentiality of information held on or transferred via the Company’s Facilities, security measures are in place and must be followed at all times. A log-on ID and password is required for access to the Company’s network. Despite the use of a password, the Company reserves the right to override passwords and obtain access to any part of the Facilities.

Individuals are ultimately responsible for keeping passwords secure. They must not give it to anyone, including colleagues, except as expressly authorised by the Company. Passwords should be changed every 90 days.

Individuals are expressly prohibited from using the Facilities for the sending, receiving, printing or otherwise disseminating information which is the confidential information of the Company or its clients other than in the normal and proper course of carrying out duties for the Company.

IT Security Procedures

In order to ensure proper use of computers, all individuals must adhere to the following practices:

- Anti-virus software must be kept running at all times;
- All users accessing domain joined computer must seek IT permission to be able to use USB storage on the company network. If this permission is not requested, USB/CD media will be rendered un-accessible.
- Obvious passwords such as birthdays and spouse names etc. must be avoided. The most secure passwords are random combinations of letters and numbers. Password minimum complexity requirements are in force when creating/updating existing passwords;
- When you are sending data or software to an external party by Data storage media always ensure that the disk has been checked for viruses by the Group IT Support Department and password protected if required, before sending it;
- All files must be stored on the network drive which is backed up regularly to avoid loss of information; and
- Always log off the network before leaving your computer for long periods of time or overnight.

Software

Software piracy could expose both the Company and the user to allegations of intellectual property infringement. The Company are committed to following the terms of all software licences to which the Company is a contracting party. This means, in particular, that:

- Software must not be installed onto any of the Company's computers unless this has been approved in advance by the Group IT Support Department. They will be responsible for establishing that the appropriate licence has been obtained, that the software is virus free and compatible with the computer Facilities; and
- Software should not be removed from any computer nor should it be copied or loaded on to any computer without the prior consent of the IT Department.

Laptop Computers

At various times during employment with the Company, individuals may use a laptop. These computers, along with related equipment and software are subject to all of the Company's policies and guidelines governing non-portable computers and software (see two paragraphs in software section above). However, use of a laptop creates additional problems especially in respect of potential breaches of confidentiality. When using a laptop:

- Individuals are responsible for all equipment and software until it is returned. The laptop must be kept secure at all times;
- It should only be used by the person authorised to use the equipment and software;

- Individuals must not load or install files from any sources without the Group IT Support Department inspecting such files for viruses;
- All data kept on the laptop must be backed up regularly in order to protect data against theft or mechanical failure or corruption;
- Individuals should password protect confidential data on disks or on the hard drive to protect against theft;
- If individuals become aware of any mechanical, electronic, or software defects or malfunctions, they should immediately bring such defects or malfunctions to the attention of the Group IT Support Department;
- Upon the request of the Company at any time, for any reason, Individuals will immediately return any laptop, equipment and all software to the Company; and
- If for any reasons individuals are using their own laptop to connect with the Company's network or to transfer data between the laptop and any of the Company's computers it is essential that they ensure that they you have obtained prior consent from the Group IT Support Department, and their Department Head in order to comply with its instructions and ensure that any data downloaded or uploaded is free from viruses.

Email (Internal Or External Use)

Internet e-mail is not a secure medium of communication – it can be intercepted and read. Do not use it to say anything that the Company or individuals would not wish to be made public. If individuals are sending confidential information by e-mail this should be sent using password protected attachments.

E-mail should be treated as any other documentation. If an individual would normally retain a certain document in hard copy you should retain the e-mail.

Do not forward e-mail messages unless the original sender is aware that the message may be forwarded. If you would not have forwarded a copy of a paper memo with the same information do not forward the e-mail.

E-mail inboxes should be checked on a regular basis.

As with many other records, e-mail may be subject to discovery in litigation. Like all communications, individuals should not say anything that might appear inappropriate or that might be misinterpreted by a reader or bring the Company into disrepute.

Individuals should not use the Company email system for private messages during the course of work activities unless absolutely necessary and in these circumstances the following message should be contained within the email that is sent:

“This e-mail does not reflect the views or opinions of our organisation”

Use of e-mail facilities for personal use is permitted during lunch breaks providing that:

- Such e-mails do not contain information or data that could be considered to be obscene, racist, sexist, otherwise offensive and provided that such use is not part of a pyramid or chain letter; and
- Such e-mails are not used for the purpose of trading or carrying out any business activity other than Company business.

In the event that individuals are away from the office and use e-mail as an external means of communication they must ensure that the autoreply service is used to inform the sender that they are unavailable. Failure to do so could lead to disciplinary action. If there is any doubt as to how to use these Facilities please contact the Group IT Support Department.

Viewing, displaying, storing (including data held in RAM or cache) or disseminating materials (including text and images) that could be considered to be obscene, racist, sexist, or otherwise offensive may constitute harassment and such use of the Facilities is strictly prohibited.

NB: The legal focus in a harassment case is the impact of the allegedly harassing material on the person viewing it, not how the material is viewed by the person sending or displaying it.

Internet

Use of the Internet, or Internet services, by unauthorised users is strictly prohibited. Individuals are responsible for ensuring that they are the only person using the authorised Internet account and services.

Downloading any files from the Internet using the computer Facilities is not permitted. If there is a file or document on the Internet that is required, the individual should contact the Group IT Support Department to make arrangements for it to be evaluated and checked for viruses. It will be at the discretion of the Group IT Support Department on whether to allow such download.

Viewing, downloading, storing (including data held in RAM or cache) displaying or disseminating materials (including text and images) that could be considered to be obscene, racist, sexist, or otherwise offensive may constitute harassment and such use is strictly prohibited.

NB: The legal focus in a harassment case is the impact of the allegedly harassing material on the person viewing it, not how the material is viewed by the person sending or displaying it.

Posting information on the Internet, whether on a newsgroup, via a chat room or via e-mail is no different from publishing information in the newspaper. If a posting is alleged to be defamatory, libellous, or harassing, the employee making the posting and the Company could face legal claims for monetary damages.

Using the Internet for the purpose of trading or carrying out any business activity other than Company business is strictly prohibited.

Subject to the above you are allowed to use the Internet for personal use during your lunch break. Use of the Internet for personal use at any other time is strictly prohibited.

For the avoidance of doubt the matters set out above include use of 3G/4G Data.

Monitoring Policy

The Policy of the Company is that we monitor use of the Facilities.

The Company recognises the importance of an individual's privacy but needs to balance this against the requirement to protect others and preserve the integrity and functionality of the Facilities.

The Company may from time to time monitor the Facilities. Principle reasons for this are to:

- Detect any harassment or inappropriate behaviour by employees, ensuring compliance with contracts of employment and relevant policies including the health and safety, ethical and sex discrimination policies;
- Ensure compliance of this Policy;
- Detect and enforce the integrity of the Facilities and any sensitive or confidential information belonging to or under the control of the Company;
- Ensure compliance by users of the Facilities with all applicable laws (including Data Protection), regulations and guidelines published and in force from time to time; and
- Monitor and protect the well-being of employees.

The Company may adopt at any time a number of methods to monitor use of the Facilities. These may include:

- Recording and logging of internal, inter-office and external telephone calls made or received by employees using its telephone network (including where possible mobile telephones). Such recording may include details of length, date and content;
- Recording and logging the activities by individual users of the Facilities. This may include opening e-mails and their attachments, monitoring Internet usage including time spent on the Internet and web sites visited;
- Physical inspections of individual users' computers, software and telephone messaging services;
- Periodic monitoring of the Facilities through third party software including real time inspections;
- Physical inspection of an individual's post; and
- Archiving of any information obtained from the above including e-mails, telephone call logs and Internet downloads.

If at any time an employee wishes to use the Facilities for private purposes without the possibility of such use being monitored, they should contact their Department Head or the nominated deputy. This person will consider such request and any restrictions upon which such consent is to be given. In the event that such request is granted the Company (unless required by law) will not monitor the applicable private use.

The Company will not (unless required by law or in receiving legal or professional advice):

- Allow third parties to monitor the Facilities; or
- Disclose information obtained by such monitoring of the Facilities to third parties.

The Company may be prohibited by law from notifying employees using the Facilities of a disclosure to third parties.

Building Security

Confidential and sensitive data is secured in the building. This is both in paper form (such as files of paperwork) and electronically (such as computers, storage devices and servers).

To improve the security and confidentiality of information, we require the following:

1. Do not allow entry to our premises to any unknown person
2. Ensure all visitors are signed in and are issued with an appropriate visitors' pass and that they are advised to wear these passes visibly at all times
3. If you see someone you do not recognise and you cannot see that they are wearing a pass, ask to see their pass

4. If you see someone you do not recognise and they cannot show you a pass, immediately escort the person to reception to be signed in
5. Do not allow visitors to access roam the premises without being accompanied
6. Ensure you collect your visitors from reception
7. Ensure passes are returned and the visitor is signed out
8. Do not hold door open for people you do not recognise
9. Clock in and clock out in the instructed manner
10. Report anything suspicious to your manager

Clear Desk

To improve the security and confidentiality of information, we have adopted a Clean Desk Policy for computer and printer workstations.

This ensures that all sensitive and confidential information, whether it be on paper, a storage device, or a hardware device, is properly locked away or disposed of when a workstation is not in use. This policy will reduce the risk of unauthorised access, loss of, and damage to information during and outside of normal business hours or when workstations are left unattended.

Whenever a desk is unoccupied for an extended period of time the following will apply:

1. All sensitive and confidential paperwork must be removed from the desk and locked in a drawer or filing cabinet. This includes mass storage devices such as CDs, DVDs, and USB drives.
2. All waste paper which contains sensitive or confidential information must be placed in the designated confidential waste bins. Under no circumstances should this information be placed in regular waste paper bins.
3. Computer workstations must be locked when the desk is unoccupied and completely shut down at the end of the work day.
4. Laptops, tablets, and other hardware devices must be removed from the desk and locked in a drawer or filing cabinet.
5. Keys for accessing drawers or filing cabinets should not be left unattended at a desk.
6. Printers and fax machines should be treated with the same care under this policy:
 - a. Any print jobs containing sensitive and confidential paperwork should be retrieved immediately. When possible, the "Locked Print" functionality should be used.
 - b. All paperwork left over at the end of the work day will be properly disposed of.

General Guidance

Never leave any equipment or data (including client files, laptops, computer equipment, mobile phones and PDAs) unattended on public transport or in an unattended vehicle.

Observation of this Policy is mandatory and forms part of the Terms and Conditions of Employment. Misuse of the Facilities or a breach of this policy may be treated as gross misconduct and may lead to dismissal.

I hereby confirm that I have received a copy of the Company Handbook and accept that it forms part of my Contract of Employment

.....
Employee's Name

.....
Employee's Signature

.....
Date

I hereby confirm that I have received a copy of the Company Handbook and accept that it forms part of my Contract of Employment

.....
Employee's Name

.....
Employee's Signature

.....
Date

(To be returned to the Company and kept on the employee's personnel file)