



TSR Recruitment

Company Handbook – 2024/2025

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Introduction

Welcome to our team. We wish you every success in your employment with us and hope you will find your experience here positive and rewarding.

This Handbook contains information, rules, policies and procedures concerning your employment and should be read in conjunction with your Statement of Main Terms of Employment ('Statement') provided to you. Additional, new or revised rules, policies and procedures may be issued at any time separate to this Handbook and it is your responsibility to observe and adhere to these.

Unless contained within your Statement or stated otherwise, the contents of this Handbook are included within your terms and conditions on a non-contractual basis. We may make changes to the contents from time to time with no advance notice.

If you have any queries or have not been provided with a Statement for any reason, you should have no hesitation in raising this matter.

Joining our Organisation

Induction

At the start of your employment with our Company you are required to complete an induction programme, during which all of our policies and procedures will be explained to you. Information relating to these will be given to you at the induction.

Job Description

You will be provided with a job description relating to your role. This job description is a non-contractual document and therefore we may make amendments to it from time to time in relation to the needs of the business.

Performance and Review

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses. This includes an appraisal scheme which will help monitor staff performance levels with a view to maximising the effectiveness of individuals. You will be informed in advance of your appraisal dates.

Job Flexibility

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods etc., it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

In addition, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of our business.

Equality, Inclusion and Diversity

Our Policy

TSR Recruitment embraces diversity and aims to promote the benefits of diversity in all of our business activities. We seek to develop a business culture that reflects that belief. We will expand the media in which we recruit to in order to ensure that we have a diverse employee and candidate base. We will also strive to ensure that our clients meet their own diversity targets.

TSR Recruitment is committed to diversity and will promote diversity for all employees, workers and applicants. We will continuously review all aspects of recruitment to avoid unlawful discrimination. TSR Recruitment will treat everyone equally and will not discriminate on the grounds of an individual's "protected characteristic" under the Equality Act 2010 (the Act) which are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

We will not discriminate on the grounds of an individual's membership or non-membership of a Trade Union. All staff have an obligation to respect and comply with this policy. TSR Recruitment is committed to providing training for its entire staff in equal opportunities and diversity.

TSR Recruitment will avoid stipulating unnecessary requirements which will exclude a higher proportion of a particular group of people and will not prescribe discriminatory requirements for a role. TSR Recruitment will not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. TSR Recruitment will ensure that each candidate is assessed in accordance with the candidate's merits, qualifications and ability to perform the relevant duties for the role.

DISCRIMINATION

Under the Act unlawful discrimination occurs in the following circumstances:

Direct Discrimination

Direct discrimination occurs when an individual is treated less favourably because of a protected characteristic. Treating someone less favourably means treating them badly in comparison to others that do not have that protected characteristic.

It is unlawful for a recruitment consultancy to discriminate against a person on the grounds of a protected characteristic:

- in the terms on which the recruitment consultancy offers to provide any of its services;
- by refusing or deliberately omitting to provide any of its services;
- in the way it provides any of its services.

Direct discrimination can take place even if the individual does not have the protected characteristic but is treated less favourably because it is assumed he or she has the protected characteristic or is associated with someone that has the protected characteristic.

Direct discrimination would also occur if a recruitment consultancy accepted and acted upon instructions from an employer which states that certain persons are unacceptable due to a protected characteristic, unless an exception applies. The Act contains provisions that permit specifying a requirement that an individual must have a particular protected characteristic in order to undertake a job. These provisions are referred to as occupational requirements.

Where there is an occupational requirement then the client must show that applying the requirement is a proportionate means of achieving a legitimate aim, i.e. the employer must be able to objectively justify applying the requirement. An occupational requirement does not allow an employer to employ someone on less favourable terms or to subject a person to any other detriment. Neither does an occupational requirement provide an excuse against harassment or victimisation of someone who does not have the occupational requirement.

Indirect Discrimination

Indirect discrimination occurs when a provision, criterion or practice (PCP) is applied but this results in people who share a protected characteristic being placed at a disadvantage in comparison to those who do not have the protected characteristic. If the PCP can be objectively justified it will not amount to discrimination. Indirect discrimination would also occur if a recruitment consultant accepted and acted upon an indirectly discriminatory instruction from an employer.

If the vacancy requires characteristics which amount to an occupational requirement or the instruction is discriminatory but there is an objective justification, TSR Recruitment will not proceed with the vacancy unless the client provides written confirmation of the occupational requirement, exception or justification. TSR Recruitment will use best endeavours to comply with the Act and will not accept instructions from clients that will result in unlawful discrimination.

Harassment

Under the Act, harassment is defined as unwanted conduct that relates to a protected characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. This includes unwanted conduct of a sexual nature.

TSR Recruitment is committed to providing a work environment free from unlawful harassment.

TSR Recruitment will ensure that the consultants do not harass any individual.

Examples of prohibited harassment are:

1. verbal or written conduct containing derogatory jokes or comments;
2. slurs or unwanted sexual advances;
3. visual conduct such as derogatory or sexually orientated posters;
4. photographs, cartoons, drawings or gestures which some may find offensive;
5. physical conduct such as assault, unwanted touching, or any interference because of sex, race or any other protected characteristic basis;
6. threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favours;
7. retaliation for having reported or threatened to report harassment.

If an individual believes that they have been unlawfully harassed, they should make an immediate report to the Managing Director followed by a written complaint as soon as possible after the incident. The details of the complaint should include:

- Details of the incident
- Name(s) of the individual(s) involved
- Name(s) of any witness(es)

TSR Recruitment will undertake a thorough investigation of the allegations. If it is concluded that harassment has occurred, remedial action will be taken.

All employees and workers will be expected to comply with TSR's policy on harassment in the workplace. Any breach of such a policy will lead to the appropriate disciplinary action.

Any individual who TSR Recruitment finds to be responsible for harassment will be subject to the disciplinary procedure and the sanction may include termination.

Victimisation

Under the Act victimisation occurs when an individual is treated unfavourably because he/she has done a 'protected act' which is bringing a claim for unlawful discrimination or raising a grievance about discrimination or giving evidence in respect of a complaint about discrimination. TSR Recruitment will ensure that the consultants do not victimise any individual.

Disabled Persons

Discrimination occurs when a person is treated unfavourably as a result of their disability.

In direct discrimination occurs where a provision, criterion or practice is applied by or on behalf of an employer, or any physical feature of the employer's premises, places a disabled person at a substantial disadvantage in comparison with persons who are not disabled.

In recruitment and selection there may be a requirement to make reasonable adjustments. For example, it might be necessary to have different application procedures for partially sighted or blind applicants that enable them to use Braille. With testing and assessment methods and procedures, tests can only be justified if they are directly related to the skills and competencies required for the job. Even then, it might be appropriate to have different levels of acceptable test results, depending on the disability. For example, an applicant with a learning disability might need more time to complete a test, or not be expected to reach the same standard as other non-disabled applicants.

Reasonable adjustments in recruiting could include:

- modifying testing and assessment procedures;
- meeting the candidate at alternative premises which are more easily accessible;
- having flexibility in the timing of interviews;
- modifying application procedures and application forms;
- providing a reader or interpreter.

Wherever possible TSR Recruitment will make reasonable adjustments to hallways, passages and doors in order to provide and improve means of access for disabled employees and workers. However, this may not always be feasible, due to circumstances creating such difficulties as to render such adjustments as being beyond what is reasonable in all the circumstances.

TSR Recruitment will not discriminate against a disabled person:

- in the arrangements i.e. application form, interview or arrangements for selection for determining whom a job should be offered; or
- in the terms on which employment or engagement of temporary workers is offered; or
- by refusing to offer, or deliberately not offering the disabled person a job for reasons connected with their disability; or
- in the opportunities afforded to the person for receiving any benefit, or by refusing to afford, or deliberately not affording him or her any such opportunity; or
- by subjecting the individual to any other detriment (detriment will include refusal of training or transfer, demotion, reduction of wage, or harassment).

TSR Recruitment will make career opportunities available to all people with disabilities and every practical effort will be made to provide for the needs of staff, candidates and clients.

Age Discrimination

Under the Act, it is unlawful to directly or indirectly discriminate against or to harass or victimise a person because of age. Age discrimination does not just provide protection for people who are older or younger. People of all ages are protected.

A reference to age is a reference to a person's age group. People who share the protected characteristic of age are people who are in the same age group.

Age group can have various references:

- Under 21s
- People in their 40s
- Adults

TSR Recruitment will not discriminate directly or indirectly, harass or victimise any person on the grounds of their age. We will encourage clients not to include any age criteria in job specifications and every attempt will be made to encourage clients to recruit on the basis of competence and skills and not age.

TSR Recruitment is committed to recruiting and retaining employees whose skills, experience, and attitude are suitable for the requirements of the various positions regardless of age. No age requirements will be stated in any job advertisements on behalf of the company.

If TSR Recruitment requests age as part of its recruitment process such information will not be used as selection, training or promotion criteria or in any detrimental way and is only for compilation of personal data, which the company holds on all employees and workers and as part of its equal opportunities monitoring process. In addition if under age 22 to adhere to Conduct of Employment Agencies and Employment Business Regulations 2003 and other relevant legislation applicable to children or young candidates.

Where a client requests age or date of birth, this will have to be under an occupational requirement or with an objective justification which should be confirmed in writing.

Part-Time Workers

This policy also covers the treatment of those employees and workers who work on a part-time basis, TSR Recruitment recognises that it is an essential part of this policy that part time employees are treated on the same terms, with no detriment, as full time employees (albeit on a pro rata basis) in matters such as rates of pay, holiday entitlement, maternity leave, parental and domestic incident leave and access to our pension scheme. TSR Recruitment also recognises that part time employees must be treated the same as full time employees in relation to training and redundancy situations.

Gender Reassignment Policy

TSR Recruitment recognises that any employee or worker may wish to change their gender during the course of their employment with the Company. TSR Recruitment will support any employee or worker through the reassignment.

TSR Recruitment will make every effort to try to protect an employee or worker who has undergone, is undergoing or intends to undergo gender reassignment, from discrimination or harassment within the workplace.

Where an employee is engaged in work where the gender change imposes genuine problems TSR Recruitment will make every effort to reassign the employee or worker to an alternative role in the Company, if so desired by the employee.

Any employee or worker suffering discrimination on the grounds of gender reassignment should have recourse to the Company's grievance procedure.

Recruitment Of Ex-Offenders

Where TSR Recruitment has registered with the Disclosure and Barring Service (DBS) and has the authority to apply for criminal records checks on individual because they are working with children or vulnerable adults or both, we will comply with the DBS's Code of Practice which includes having a policy on the recruitment of ex-offenders.

Complaints And Monitoring Procedures

TSR Recruitment has in place procedures for monitoring compliance with this policy and for dealing with complaints of discrimination. These are available from the Directors and will be made available immediately upon request. Any discrimination complaint will be investigated fully.

Positive Work Environment

Statement of the Policy

The Company is committed to creating a harmonious and safe working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity. The Company strives to ensure that the different experiences, abilities and skills of each individual are valued by others. Inappropriate behaviour should be challenged. It is the Company's intention to encourage everyone to behave in a proper manner at all times.

Harassment or bullying causes stress, anxiety and unhappiness to individuals, creates an unpleasant environment in which to work and may be unlawful. This can reduce efficiency and may ultimately have an impact on the way in which services are delivered to our customers. For these reasons, it is important that the Company, as an employer, and individual employees strive to achieve a working environment which is free from this type of behaviour.

You may be an individual or part of a group that receives the unwanted attention. The harassment, bullying or victimisation may be a one-off incident or it may be a series of incidents. Your dignity at work can be affected by inappropriate behaviour, which causes offence, whether it is intentional, or not.

The Company is committed to ensuring that individuals do not feel apprehensive because of their race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage or civil partnership, age, or as a result of being subjected to any inappropriate behaviour.

All employees can expect to:

- be treated with dignity, respect and courtesy;
- be able to work, free from unfair treatment, bullying, harassment or victimisation;
- be valued for their skills, abilities and experiences.

All employees are expected to:

- familiarise themselves with the content of this policy;
- treat all employees with dignity, respect and courtesy;
- contribute towards a positive working culture;
- challenge or report unacceptable behaviour;
- be mindful of others when expressing views;
- cooperate with investigations into harassment and bullying.

Breaches of this policy will be considered unacceptable behaviour and will be treated as misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.

The Company is committed to dealing with any issues quickly, positively and confidentially when and if they occur.

It is important to remember that while you may make comments outside of work, for example on social networking sites, the Company may use such evidence in investigations on bullying and harassment matters.

Definition of Harassment

Harassment is unwanted conduct, related to a relevant characteristic set out in the Equality Act 2010 that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them. The protected characteristics are race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage or civil partnership, and age.

Harassment may take many forms. It can range from extreme forms such as violence to less obvious actions such as persistently ignoring someone. The following, though not an exhaustive list, may constitute harassment:

- physical contact ranging from touching to serious assault;
- verbal and written harassment, including via email or letters, through jokes, teasing or banter, offensive language, gossip or slander;
- sharing inappropriate images or videos;
- using racist slang, phrases or nicknames;
- isolation, non-cooperation, or exclusion from social activities;
- intrusion by pestering, spying, or following etc.

Employees may also be subject to harassment from third parties such as clients, customers, suppliers, or the general public etc. where interaction with those third parties is a part of their role.

Definition of Bullying

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

The following examples may constitute bullying:

- threats, abuse, teasing, gossip or practical jokes;
- humiliation and ridicule either in private, at meetings or in front of customers/clients;
- name calling, banter, insults, or devaluing with reference to age or physical appearance;
- setting impossible deadlines;
- imposing excessive workloads;
- making unjustified criticisms;
- excessive monitoring;
- removing responsibilities;
- allocating menial or pointless tasks;
- withholding information;
- refusing requests for leave, holiday or training.

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

Employees' Responsibilities

All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems which harassment and bullying can cause, and ensure that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. No one should practise or encourage such behaviour and should make it clear to all concerned that you find it unacceptable. You should also support colleagues if they are experiencing harassment or bullying and are considering making a complaint. You should alert a Manager or Supervisor to any incidents to enable the Company to deal with the matter.

Managerial Responsibility

Managers and supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible. They are committed to the elimination of bullying and harassment and must be vigilant in preventing acts wherever possible.

Managers and supervisors also have a particular duty to set a proper example by treating everyone with dignity and respect and ensure that their behaviour is beyond question.

Managers also have a responsibility to explain the Company's policy to their staff and take steps to promote it positively. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there are no further problems or any victimisation after a complaint has been raised or resolved.

The Company will provide training to ensure that all managers, supervisors and other staff are fully aware of this policy and the procedures for dealing with harassment and bullying.

Procedure for Dealing with Alleged Harassment or Bullying

Complaints can be made both formally and informally. Whichever route you decide to take, and the decision will always be yours, you will be offered guidance and assistance at every stage to help you resolve the problem as soon as possible and to stop the harassment.

If you are comfortable doing so you should, in the first instance, ask the person responsible to stop the behaviour, explaining that you feel uncomfortable in the way they are acting towards you. Speaking directly to the person at an early stage will often be sufficient to stop the behaviour.

If you feel unable to do this, you may be able to ask your Manager or a colleague to do this on your behalf.

If you decide to make a formal complaint you should do so through the grievance procedure as soon as possible after the incident has occurred. All complaints will be handled in a timely and confidential manner. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action will be taken, designed to stop the behaviour immediately and prevent its recurrence. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser or bully rather than you as the victim, however, the Company will endeavour to relocate you if this is your preference.

You will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment or bullying is a disciplinary offence.

Whilst this procedure is designed to assist genuine victims of harassment or bullying, you should be aware that if you raise complaints which are proven to be deliberately vexatious, you may become subject to proceedings under the disciplinary procedure.

Procedure for Dealing with Alleged Harassment or Bullying from a Third Party

Any form of harassment towards you from third parties during your dealings with them will not be tolerated by the Company.

We appreciate that a decision to report harassment from a third party may be difficult, particularly if the third party is a valuable client or customer or has a long-standing business relationship with the Company. However, we encourage you to report any instance of harassment from a third party so that the Company can take appropriate action.

You should follow the procedure set out above if you experience harassment from a third party, after which a meeting with you will be arranged and an investigation undertaken.

Our action, where a complaint is substantiated, will depend on the circumstances of the case and may include:

- speaking with the harasser and warning them that any future occurrence of harassment will result in the Company withdrawing provision of its services to the harasser;
- contacting the business for whom the harasser works and making a complaint against them. We will explicitly ask for this conduct to stop and we may require that the harasser is removed from our account;
- refusing to continue to provide our services to the harasser;
- reassigning the provision of the Company's services to harasser to another employee.

Timekeeping and Time Off

Working Hours

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

If you are unable to attend work for any reason or are going to be late you are required to telephone your Manager as soon as reasonably practicable, stating why you are absent or late and when you expect to arrive at work.

If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission. In such circumstances, you must report to your Manager upon returning to work.

Persistent lateness, unacceptable levels of absence and/or unauthorised absence may result in a disciplinary warning or dismissal, depending on the circumstances.

Appointments

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

However, you will not be paid for this time off.

Time off for Dependants

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

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

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

Bereavement Leave

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

Adverse Weather and Public Transport Disruption

The Company recognises that there are occasions when you may have difficulty in travelling to work due to severe weather conditions or disruptions to public transport.

While the Company expects employees to make every effort to come to work, you should under no circumstances travel if it is dangerous to do so and you should have due regard for your health and safety.

Procedure

Severe weather or disruptions to public transport may make travelling to work slower or more difficult. Where you find that your journey to work is delayed you should, where possible, contact your Manager at the earliest opportunity.

You are expected to make every effort to arrive for work on time.

If poor weather conditions or disruptions to public transport result in you arriving for work late, you are expected to make up the time lost.

On occasions, for example in the event of road closures due to severe weather, or the total shut down of public transport, it may be impossible for you to attend work. On such occasions you will normally be required to take annual leave in respect of that day. If you have exhausted your annual leave entitlement, the time away from work will be unpaid.

If unexpected weather conditions that will make travel difficult occur during the working day, employees will, at management discretion, be allowed to leave work early in order to travel home.

Certain employees may be able to work from home in such circumstances. You may only work from home if authorised to do so in advance by your Manager.

Employees who abuse the above procedure may be subject to action under the disciplinary procedure.

This policy will be applied in a spirit of common sense and reasonableness, balancing the needs of the business, its customers, and the safety of employees.

Jury Service

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

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

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

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

You must give the Company a Certificate of Loss of Earnings which we will complete and return to you.

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

Pay

Payment

The methods of pay and payment intervals are set out in your Statement.

An itemised pay statement will be issued to you at each pay period. If at any time you have any queries you should raise them with your Manager.

On termination of employment, your final payment may be made in a different form to that stated in your Statement.

Pay Review

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

Deductions from Pay

The Company will make deductions from your pay in certain circumstances, for example, where a deduction is legally required such as income tax and National Insurance. You will receive a form P60 on an annual basis explaining deductions made for income tax and National Insurance. Where you receive non-salary benefits from us, you will also receive a form P11D.

If you are overpaid for any reason, we will normally seek to deduct the amount of overpayment at your next payday. However, if the amount to be deducted would cause hardship, we may arrange for repayment over a longer period.

We may also make other deductions from pay as permitted by relevant sections in this Handbook and our other policies.

The right to deduct wages, either as a result of this clause or any other clause within your Statement or this Handbook is an express term of your contract of employment.

Expenses

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

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

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

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

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

You will be entitled to claim the following providing they are reasonable, the appropriate documentation has been completed, and supporting receipts (including VAT receipts) have been submitted:

- cars - mileage at the rate notified and all necessary parking charges and unavoidable tolls - you are responsible for any fines or penalties incurred;
- trains - standard class fare;
- accommodation - cost of room and all necessary meals and reasonable drinks;

- meals - as necessary and to a reasonable standard whilst on authorised business.

Payment of your expense claims will be delayed or withheld if you are unable to provide appropriate evidence of the cost incurred. Fraudulent claims may result in your dismissal.

Shortage of Work

In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:

- place you on short-time working, in which case you will be paid for those hours worked; or
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you agree to a reduction in your hours or will cease to carry out any work for the Company. (For this purpose you agree that the Company may adjust your hours, salary and benefits by an appropriate amount to reflect the needs of the business at that time and ensure that it receives reimbursement of salary and benefits under the said scheme to the fullest extent possible)

The entirety of this section entitled “Shortage of work” forms part of your contractual terms and conditions.

Holidays

Entitlement

Your annual leave entitlement, including that relating to bank and public holidays, is detailed in your Statement.

The holiday year runs from 1st January to 31st December.

New starters will accrue annual holidays on the basis of 1/12th of the annual entitlement for each month of service in the holiday year.

Booking Holidays

This procedure makes up part of your contractual terms and conditions. All annual holidays must have prior approval and authorisation. The Company will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies lost as a consequence of your failure to follow this procedure.

Requests for holidays should be submitted to your Manager with at least 4 weeks' notice.

Generally, you will only be permitted to take a maximum of 2 weeks' holiday at any one time.

Where too many employees require the same holiday period, which if granted would impair the efficiency of the business, holidays will be granted on the basis of first come, first served.

You must reserve sufficient annual holiday entitlement to cover the non-bank and public days over the Christmas/New Year period, the dates of which will be notified to you in advance each year.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.

Should you fall sick prior to or during pre-booked annual holidays there is no entitlement to take those holidays on another occasion unless the Sickness Notification Procedure has been followed and a Statement of Fitness for Work or a medical certificate is provided.

Holiday entitlement will continue to accrue during periods of Maternity, Adoption, Paternity, Shared Parental and Parental leave.

During your notice period the Company reserves the right to decide on the dates on which some or all of your outstanding holiday entitlement may be taken.

The content of these clauses does not affect your statutory holiday entitlement under the Working Time Regulations 1998 (as amended).

Sickness

Notification Procedure

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

You must provide the appropriate documents as referred to below at the relevant times, and complete any absence recording documentation as required on your return to work.

Please note that personal contact is required at all times when contacting the Company. The sending of text messages, WhatsApp messages, email or notification by social media will not be accepted as valid notification.

Failure to notify the Company as set out may result in disciplinary action being taken.

Notification of Infectious Diseases

You must notify the Company if you are suffering from or have symptoms of a notifiable infectious disease, e.g. mumps, measles, or food poisoning, or where you have been in close contact with someone with such an illness. Where you have been off work with this type of illness, you must contact the Company and your G.P. prior to returning to work to ensure that it is safe to do so.

Documenting Periods of Absence

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

- Self-Certificate -
 - for absence of up to and including 7 calendar days.
- Statement of Fitness for Work -
 - for absence of more than 7 calendar days; or,
 - when requested, where more than 3 periods of self-certificated absence occur in any 12 month period (this may have to be obtained at your own expense); or,
 - for absence before or following an annual or bank or public holiday.

You should forward the relevant documents and any correspondence to your Manager as soon as possible. Failure to do so may result in sick pay being delayed or withheld, and action under the Disciplinary Procedure being taken.

Where your G.P. or medical advisor has issued a Statement of Fitness for Work indicating you may be fit for some work, you must notify your Manager at the earliest opportunity so that a return to work may be considered.

The Company reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Company's choice, and/or to seek a report from your G.P.

Where the Company wishes to seek a report from your G.P., you have rights under legislation. A summary of these rights is included later in this Handbook, under 'Access to Medical Reports'.

Activity During Sickness Absence

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.

Statutory Sick Pay

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

When SSP is Payable

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

SSP is paid at the rate currently applicable, via the same method as normal earnings.

The qualifying days for Statutory Sick Pay purposes are your normal working days.

When SSP is not Payable

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

if your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions;

for absence of less than 4 days (unless a linked period);

if you have failed to follow the sickness notification procedure;

if your employment has terminated;

where Statutory Maternity, Adoption, Paternity or Shared Parental Pay is being paid to you;

for days on which you do not normally work, for example if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only.

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

Return to Work Interviews

Having regard to its duty of care to its employees, the Company will complete a return to work interview after any sickness absence. This will ensure that you are fit for work and will explore whether you anticipate any further absence relating to your illness. This will also give you an opportunity to discuss any concerns you may have regarding your illness with your Manager.

Access to Medical Reports

In certain circumstances it may be necessary for the Company to obtain a medical report from your Doctor, Specialist or Occupational Health Provider in order to establish:

- the reason for and likely duration of absence;
- when you will be able to return to work, and whether the problem will recur;
- what, if any, treatment is being prescribed;
- whether you can carry out all the duties of the job, and;
- what, if any, reasonable adjustments are recommended.

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

Your Doctor, Specialist or Occupational Health Provider cannot submit the report to the Company without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Company.

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

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

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

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

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

Benefits

Employee Assistance Programme (EAP)

The Company recognises that employees may face and need help with a variety of issues throughout their lives, and as part of the commitment to employee wellbeing the Company provides an Employee Assistance Programme (EAP).

Support is available on a range of issues including legal, financial, emotional, health issues and work related concerns.

Specific details of how to access the service will be provided separately.

Employee Counselling

If you are subjected to harassment or bullying, you may seek advice, support and counselling in total confidence without any obligation to take a complaint further. An Employee Assistance Programme is available to provide advice and assistance covering the following functions:

- offering guidance on resolving problems;
- counselling as to future conduct where a problem has been resolved without recourse to formal procedures.

For further information on the support available contact your Manager.

General Terms and Conditions

Personal Details

At the commencement of your employment you will have provided us with various personal details. You must notify the Company immediately of any change, e.g. name, address, telephone number, next of kin, bank details etc.

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

Other Employment

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your Manager in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- Working hours;
- Competition, reputation and credibility;
- Conflict of Interest;
- Health, safety and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you are unhappy with the decision, you may appeal using the Grievance Procedure.

Client Relations

Our business involves the provision of services to clients and some of our employees are employed to perform work on behalf of those clients, sometimes on the client's own premises. Due to this relationship, our clients may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our client maintains their stance we will take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

Behaviour at Work

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

Confidentiality

You must not disclose any trade secrets or other information of a confidential nature relating to the Company or its business, or in respect of any obligation of confidence which the Company owes to any third party, during or after your employment, except in the proper course of your employment or as required by law.

Any documents or tangible items which belong to the Company or which contain any confidential information must not be removed from the Company's premises at any time without proper authorisation, and must be returned to the Company upon request and, in any event, upon the termination of your employment.

If requested by the Company, all confidential information, other documents and tangible items which contain or refer to any confidential information, and which are in your possession or under your control, must be deleted or destroyed.

The above makes up part of your contractual terms and conditions.

Clear Desks

You must clear your desk of all personal, sensitive or confidential information at the end of each working day. Files and removable media containing personal, sensitive or confidential information must be locked away securely in desk pedestals, lockers or filing cabinets at all times, other than when in use by employees. You must make all efforts to keep this information secure and to ensure it is not readily accessible to non-authorised staff. You must dispose of personal, sensitive or confidential information securely using the confidential waste bins.

Company Property and Copyright

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

Statements to the Media

Any statements to reporters from newspapers, radio, television, etc. in relation to our business must be given only by a Director.

Inventions and Discovery

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and,
- during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

Rights of Search

The Company wants to safeguard you and our property and equipment. To achieve this, the Company may carry out searches on its premises, including Company vehicles, if it has reasonable grounds for suspecting that you or another individual may have committed a criminal offence, or any serious breach of contract or Company rules. The Company, with consent, shall:

- search any employee (outer clothes only);
- search employee property;
- search the contents of parcels entering or leaving the premises;
- any vehicle used by an employee in the course of their employment;
- search lockers;
- search workstations including desk drawers.

Searches will be conducted in the presence of at least one witness chosen by you and the Company.

Searches of employees shall be carried out in private.

You can refuse to give consent. However, an unreasonable refusal to consent when requested may be viewed as misconduct and may lead to disciplinary action, up to and including dismissal, being taken against you.

If you refuse to be searched you will be required to remain in the presence of a Senior Manager whilst awaiting the Police.

The Company reserves the right to search your work space without prior notice to you where it has reasonable grounds to suspect you have committed a criminal offence or a breach of contract or any of its rules.

Any employee found with property that does not belong to them, and for which they cannot satisfactorily account, may be subject to the disciplinary action, up to and including dismissal. Property will be deemed to include any confidential information.

Pregnancy and Maternity Rights

You have certain statutory rights if you are pregnant. These are addressed below.

The rules on pregnancy and maternity are very complex and any query should be raised with the Company.

Antenatal Care

You are entitled to reasonable time off work with pay to attend antenatal appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. If requested, you must provide a certificate of pregnancy and an appointment card.

Maternity Risk Assessment

The Management of Health and Safety at Work Regulations 1999 (MHSWR) require employers to carry out suitable and sufficient risk assessments when considering the health and safety of all employees at work, and then to take steps to ensure that those risks are avoided. However, there are more specific regulations that need to be taken into account for new or expectant mothers. The purpose of an initial assessment is to identify:

- the presence of any females of potential child-bearing age (these females will usually be employees but may also be visitors, contractors (e.g. cleaners) or volunteers);
- which work activities and/or areas of the workplace may pose a risk of harm to female employees and therefore warrant a full risk assessment.

These activities, and any actions taken, should be recorded.

Employers are only required to take action specifically to protect a pregnant worker when they have been advised in writing that the employee is pregnant, has given birth in the last six months, or is breastfeeding.

Maternity Leave

If you stop work no earlier than the 11th week before the Expected Week of Childbirth (EWC), and you meet the following conditions, you are entitled to 52 weeks' Maternity Leave. To comply, you must notify the Company in writing as soon as possible or by the 15th week before the EWC, unless that is not reasonably practicable, of the following:

- that you are pregnant, by submitting a MAT B1 form;
- the EWC;
- the date on which you intend your Ordinary Maternity Leave (OML) to start, and;
- if requested, provide medical evidence of the EWC.

The Company will confirm to you in writing the date upon which your 52 week Maternity Leave period will end.

You are legally prohibited from working during the two weeks immediately after the birth. This is known as the Compulsory Maternity Leave period and is considered part of the Maternity Leave period.

If you give birth before your intended Maternity Leave start date, your Maternity Leave will start automatically on the day after the birth of the child.

During the 52 week Maternity Leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of Maternity Leave you must give at least 8 weeks' notice of your intended date of return.

If you decide to return to work early, and this is at the end of the first 26 week period known as Ordinary Maternity Leave (OML), you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks' known as Additional Maternity Leave (AML), you may be able to return to your original job, or another job which is suitable and appropriate.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

Keeping in Touch (KIT) Days

During Maternity Leave, you are entitled to up to 10 Keeping in Touch (KIT) Days. These are days when you may work for the Company without bringing your Maternity Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 10 KIT days will have no effect on any entitlement to Statutory Maternity Pay. KIT days do not act to extend your period of Maternity Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Company. For further details please refer to management.

Holidays

Holiday entitlement will be accrued throughout your maternity leave at your normal rate. If you return to work after Maternity Leave, your holiday entitlement will continue to accrue as normal.

Annual leave can be taken either before Maternity Leave starts, at the end of your Maternity Leave, or within the annual leave year once you have returned to work, wherever possible.

You must have prior approval and authorisation for when these holidays can be taken.

Statutory Maternity Pay (SMP)

You will receive Statutory Maternity Pay (SMP) during your Maternity Leave in accordance with the statutory provisions, provided you meet the qualifying criteria. You must therefore:

- have been continuously employed for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth (EWC);
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions;
- still be pregnant at the 11th week before the EWC or have given birth by that time;
- give at least 28 days' notice in writing of the date that you intend to start your maternity leave;
- provide medical evidence of the EWC.

For the first six weeks SMP is payable at the earnings related rate, equivalent to 90% of earnings, and for the remaining 33 weeks of the pay period at the statutory rate as set by the Government, or 90% of average weekly earnings if this is less than the standard rate. The final 13 weeks of the maximum Maternity Leave period are unpaid.

Paternity Leave and Pay

Right to Time Off to Accompany a Pregnant Woman

If you have a qualifying relationship with an expectant mother or her expected child, you may be entitled to unpaid time off to accompany her to an antenatal appointment on up to 2 occasions, to a maximum of 6.5 hours per appointment.

Time off to accompany a pregnant woman to an antenatal appointment will be unpaid.

The Company may allow additional time off work to attend further appointments at its absolute discretion. You will not receive payment for this time off.

For further details on this entitlement please refer to management.

Paternity Leave

If you are eligible you may be entitled to choose to take either one week or two consecutive weeks' Paternity Leave, not odd days, if you:

- have been continuously employed for at least 26 weeks by the 15th week before the Expected Week of Childbirth (EWC) or by the week in which an approved adoption agency matches you with a child;
- have given notice of your intention to take the leave in or before the 15th week before the EWC specifying the EWC, length of period you have chosen to take and the date you have chosen the leave to begin, and;
- take the leave within 56 days of the birth, or the date on which the child is placed for adoption, or if the child is born early, within a period from the actual date of birth up to 56 days of the first day of the EWC.

Statutory Paternity Pay (SPP)

You will receive Statutory Paternity Pay (SPP) if you meet the qualifying criteria. You must:

- have been continuously employed for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth (EWC);
- still be employed by us up to the date of the birth;
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions; and,
- have met the notification requirements set out above in relation to taking Paternity Leave.

You will be paid for this leave at the current statutory rate.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

Adoption Leave and Pay

Adoption Appointments

If you have been notified by an approved adoption agency that a child is being or is expected to be placed with you for adoption, you may take paid time off work to attend up to 5 adoption appointments arranged or requested by the agency ahead of the placement of the child.

If you are jointly adopting a child, the primary/main adopter (i.e. the employee electing to take Adoption Leave) may take paid time off work to attend up to 5 appointments and the secondary adopter may take unpaid time off work to attend up to 2 appointments.

If you are the secondary adopter, you will not receive payment for this time off.

The purpose of the appointment must be to have contact with the child or for any other purpose connected to the adoption.

The maximum time off work permitted per appointment is 6.5 hours.

The Company may allow additional time off work to attend further appointments at its absolute discretion. You will not receive payment for this time off.

If requested, you must provide a declaration confirming the appointment is in connection with the adoption, has been arranged or requested by the adoption agency, and an appointment card.

Adoption Leave

If you are adopting a child and you meet certain qualifying conditions you have the right to take 52 weeks' Adoption Leave.

Employees may be eligible for Adoption Leave if they:

- have been notified by an approved adoption agency that they have been matched with a child and have confirmed the placement with the agency; or,
- are or expect to be the parent of a child under a parental order; or,
- are local authority parents who are prospective adopters.

You must notify the Company of your intention to take Adoption Leave within 7 days of being notified that you have been matched with a child for adoption. Your notification should include the date on which the child is expected to be placed with you for adoption, when you wish your adoption leave to start and how much leave you wish to take. You may be asked to provide documentary evidence of the match from the adoption agency.

You may commence your Adoption Leave from the date of the placement of the child or at any time within 14 days prior to the placement. You can change the start date by giving 28 days' notice prior to the original commencement date. Adoption Leave cannot start after the date on which the child is placed with you for adoption.

The qualifying conditions are slightly different if you are adopting a child from abroad. If you are considering adopting a child from abroad please seek further information from your Manager.

During the 52 week Adoption Leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of Adoption Leave you must give at least 8 weeks' notice of your intended date of return.

If you decide to return to work early and this is at the end of the first 26 week period known as Ordinary Adoption Leave you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks known as Additional Adoption Leave, you may be able to return to your original job, or another job which is suitable and appropriate.

Keeping in Touch (KIT) Days

During Adoption Leave, you are entitled to up to 10 Keeping in Touch (KIT) Days. These are days when you may work for the Company without bringing your Adoption Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 10 KIT days will have no effect on any entitlement to Statutory Adoption Pay. KIT days do not act to extend your period of Adoption Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Company. For further details please refer to management.

Statutory Adoption Pay (SAP)

You will receive Statutory Adoption Pay (SAP) during your Adoption Leave in accordance with the statutory provisions provided you meet the qualifying criteria. You must therefore:

- have been continuously employed for at least 26 weeks ending with the date you are matched with a child;
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions;
- have met the notification requirements set out above in relation to taking Adoption Leave;
- have provided the Company with evidence of the adoption.

SAP is payable for up to 39 weeks. For the first six weeks SAP is payable at the earnings related rate, equivalent to 90% of earnings, and for the remaining 33 weeks at the statutory rate as set by the Government, or 90% of average weekly earnings if this is less than the standard rate. The final 13 weeks of the maximum Adoption Leave period are unpaid.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

Shared Parental Leave and Pay

You and your spouse, partner or child's other parent may be eligible to share up to 50 weeks' Shared Parental Leave (SPL) provided you both meet certain eligibility criteria.

SPL allows working parents to take up to 50 weeks' leave between them in order to care for their child. They may take leave at the same or different times, once the mother or primary adopter has notified their employer of their intention to end their Maternity or Adoption Leave period.

Leave can be taken in a continuous block or over a number of discontinuous periods.

You may also be eligible to receive Shared Parental Pay for the remainder of the Maternity or Adoption pay period to a maximum of 37 weeks provided you meet the qualifying criteria.

The rules on Shared Parental Leave are very complex. If you are considering requesting Shared Parental Leave you should discuss this with your Manager in order for the rules on eligibility, notification and your entitlements to be discussed in more detail.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

Shared Parental Leave in Touch (SPLIT) days

During Shared Parental Leave, you are entitled to up to 20 Shared Parental Leave in Touch (SPLIT) days. These are days when you may work for the Company without bringing your Shared Parental Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 20 SPLIT days will have no effect on any entitlement to Statutory Shared Parental Pay. SPLIT days do not act to extend your period of Shared Parental Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Company. For further details please refer to management.

Parental Leave and Pay

If you are the parent or adoptive parent of a child or have or expect to have parental responsibility for a child, provided you have 1 year's continuous service with the Company, you are entitled to take up to 18 weeks' unpaid Ordinary Parental Leave for the purpose of caring for a child, up to the child's 18th birthday.

Leave must be taken in a minimum of 1 week blocks, except for where a child is disabled, then leave may be taken as single days or multiples of 1 day. Parental Leave is limited to a maximum of 4 weeks in any year for each child.

At least 21 days' notice must be provided and leave may be postponed apart from leave taken immediately after the birth or adoption, depending on the needs of the Company.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

Parental Bereavement Leave

Introduction

The purpose of this policy is to set out the Company's stance on employee entitlements to Parental Bereavement Leave. The Company acknowledges that the death of a child, or a stillbirth, can be one of the most harrowing experiences of someone's life. This policy explains the rights to time off, pay during time off and other support offered.

Eligibility

Parental Bereavement Leave is available from day one of employment. It is available to employees on the death of a child under the age of 18. You may take Parental Bereavement Leave if you fall into any one of the following categories:

- a 'natural' parent;
- an adoptive parent, and those with whom a child has been placed under the 'foster to adopt' scheme, provided the placement is ongoing;
- a 'natural' parent where the child has been adopted but a Court Order exists to allow the 'natural' parent to have contact with the child;
- an employee who is living with a child who has entered Great Britain from overseas in relation to whom has received official notification that they are eligible to adopt;
- an intended parent under a surrogacy arrangement where it was expected that a parental order would be made;
- a 'parent in fact', which is someone in whose home the child has been living for a period of at least four weeks before the death and has had day to day responsibility for the child, subject to exceptions. This category includes guardians and foster parents but does not include paid carers;
- the partner of anyone who falls into the above categories, where they live in an enduring family relationship with the child and their parent.

In addition, parents who suffer a stillbirth after 24 weeks of pregnancy are entitled to take parental bereavement leave.

Taking Leave

A total of two weeks may be taken as Parental Bereavement Leave and you may choose to take leave as:

- a single block of one week;
- a single block of two weeks;
- two separate blocks of one week.

Leave may start on any day of the week and must be taken in whole weeks. It may be taken at any time in the 56 week period following the death.

If you have suffered a stillbirth after 24 weeks of pregnancy, you are still entitled to take your full entitlement to Maternity and Paternity Leave, provided you were eligible to take Maternity or Paternity Leave in the first place, in addition to Parental Bereavement Leave. Parental Bereavement Leave cannot be taken at the same time as Maternity or Paternity Leave.

Where more than one child dies or is stillborn, you are entitled to two weeks of Parental Bereavement Leave in relation to each child.

Notification Requirements

Leave to be taken within the first 56 days of the death

You do not need to give any advance notice of taking Parental Bereavement Leave. The Company asks that you contact your manager by telephone the time you were due to start work on the day you wish leave to begin, or if this is not possible, as soon as is reasonably practicable, giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

Leave to be taken later than the first 56 days since the death

You need to give one week's advance notice of taking Parental Bereavement Leave to your manager by telephone giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

Cancelling or Changes to Dates of Leave

You can cancel a period of leave that you have already told us about, as long as the period of leave has not already started. If you wish to cancel a period of leave which was to begin within the first 56 days of the death, you can cancel it by letting us know by your normal start time on the day that leave was originally due to start.

To cancel leave which was to begin later than 56 days after the death, you should let us know no later than one week prior to the intended start date.

You can also change the start date of leave by following the notice requirements above.

Payment during Leave

You will qualify for Statutory Parental Bereavement Pay during leave if you meet the following criteria:

- you have been continuously employed with us for at least 26 weeks by the week prior to the week in which the child dies;
- your normal average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes;
- you are still employed by us on the date the child dies.

Payment will be made at the rate set by the Government each year or 90% of your average weekly earnings (whichever is lower).

In order to receive Statutory Parental Bereavement Pay, you must provide us with notice of this and the following information within 28 days, or as soon as is reasonably practicable, of the first day of parental bereavement leave:

- the child's name;
- the date of the death or stillbirth;
- a declaration that you fall into the one of the categories listed under 'Eligibility' above.

Term and Conditions during Leave

During Parental Bereavement Leave, you remain entitled to receive your normal contractual terms and conditions of employment that you would have received had you not taken this leave, with the exception of remuneration. This will include contractual benefits, subject to the terms of these benefits.

Right to Return

Upon your return to work, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence unless:

- the period of leave you have taken is more than 26 weeks when added to any other period of statutory leave including Maternity, Paternity, Adoption Leave etc. in relation to the same child; and,
- it is not reasonably practicable for you to return to the same job.

On your first day back to work, your manager will set time aside to hold an informal meeting with you to discuss any arrangements regarding your return to work and any additional support we may be able to offer you.

We would like to remind you that you have access to a 24 hour telephone counselling service and we would like to encourage you to use it if you feel like you would like to talk to someone about your loss.

Flexible Working

All employees who have a minimum of 26 weeks' continuous service at the time of making an application are entitled to request a flexible working arrangement. A request could, for example, relate to the total number of hours worked, the times at which you work, or the place of work.

All requests for flexible working will be seriously considered but there is no automatic right to be granted a request.

You should request an application form from your Manager.

Your application must be made in writing specifying that it is a statutory request. The request must be signed and dated and you should state whether you have made any previous request and, if so, when. You are limited to one statutory request in any 12 month period. You should provide details of the flexible working arrangement you are proposing, when you would like the change to take effect, and how you think any impact on the Company, your job and/or work colleagues may be dealt with.

Your request should be sent to your Manager.

You will be contacted to discuss your request as soon as is reasonably practicable. If there is likely to be an undue delay, you will be notified of this in writing.

If you are unable to make the initial date for discussion, a further date and time will be arranged. If you fail to engage in discussion on both occasions without good reason, the Company will consider your application as withdrawn.

You should be aware that if your request is accepted this will normally mean a permanent change to your terms and conditions of employment and there is no automatic right to revert to your original working arrangements at a later date. Alternatively, if the Company is unsure about the impact of your request and/or whether this may be sustainable, a temporary or trial period may be agreed.

The Company's decision in relation to your request will be confirmed in writing.

A request will only be refused for one of the following business reasons:

- burden of additional costs;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- detrimental effect on ability to meet customer demand;
- insufficient work for the periods you are proposing to work;
- planned structural change to the business.

If your request is refused, you may appeal against the decision. Your appeal must be made in writing.

You are entitled to be accompanied by a work colleague at any discussion, meeting or appeal hearing in relation to your request. Please note that the consideration period for dealing with flexible working requests, including any appeal, can take up to 3 months. Where necessary, this timeframe may be extended by mutual agreement.

Requests will be considered in the order in which they are received. Each case will be considered on its own merits taking into consideration the business case, possible impact, and the current business context.

Standards

Dress Standards

During the course of your employment you may come into contact with customers/clients and/or visitors to the premises. Our dress code is very relaxed and we allow smart casual. When you do go to clients we ask that you mirror and match their dress code.

The requirements of particular faiths to wear specific types of clothing or to dress modestly will be respected so long as the item of clothing does not pose a hazard to the health and safety of employees, does not contravene any reasonable and legitimate requirements of the Company, and does not have a negative impact on any other person.

Employees who do not comply with these standards may be subject to action under the disciplinary procedure. In serious cases, where your appearance is considered to be unacceptable, you will be required to return home to change. In these circumstances the time required for you to return home, change and return to work will not be paid.

If you have any queries regarding this, you should seek advice from your Manager.

Personal Standards

Hair must always be clean and tidy and clothes should be laundered prior to coming to work.

You should ensure that your breath is fresh and that you brush your teeth regularly. If you are a smoker, you must wash your hands and use mouth spray after smoking, before returning to work.

Male staff must ensure that any beards/moustaches are well groomed.

Your hands and nails must be kept clean and well groomed.

You will be deemed to have rendered yourself unable to work if you fail to comply with these requirements. Failure to take the required corrective action may result in disciplinary action.

Uniform

The Company will provide you with a uniform, which you must wear at all times whilst carrying out your working duties. The Company will replace uniforms damaged due to normal wear and tear free of charge. You will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence.

You agree that on termination of your employment, should you not return your uniform, or should your uniform be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you, or you will otherwise reimburse the Company.

Wastage

We maintain a policy of minimum waste which is essential to the cost-effective and efficient running of our Company.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- handle machines, equipment and stock with care;
- turn off any unnecessary lighting and heating;
- keep doors closed whenever possible;
- ask for other work if your job has come to a standstill; and,
- start with the minimum of delay after arriving for work and after breaks.

The following provisions are an express written term of your contract of employment:

- any damage to vehicles, stock or property belonging to the Company or to that of customers/clients, other employees or the general public that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and,
- any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

In the event of failure to pay, the Company has the contractual right to deduct such costs from your pay.

Anti-Bribery

Policy Statement

The Company is committed to the prevention of bribery by those employed and associated with it and is committed to carrying out its business fairly, honestly and openly, with zero-tolerance towards bribery.

All employees have a responsibility to prevent, detect and report all instances of bribery.

Procedure

The Company will:

- carry out a risk assessment to ascertain the risk of bribery;
- instigate procedures proportionate to that risk;
- have good internal controls and record-keeping;
- secure the commitment of all employees to the prevention and detection of bribery;
- develop a culture in which bribery is unacceptable;
- undertake due diligence procedures proportionate to the assessed risk of bribery;
- effectively communicate the Anti-Bribery Policy to all employees;
- train all employees to recognise bribery so that they can avoid it and be alert to possible instances of bribery;
- have clear procedures on what to do should bribery be suspected;
- train all employees so that they are aware of what to do should they discover a possible instance of bribery;
- monitor and review the effectiveness of the bribery procedures and update them as necessary to ensure that they remain effective.

Anyone who has concerns regarding acts or potential acts of bribery should speak to their Manager in the first instance. If for any reason you are not able to speak to your Manager, you should contact a Director.

All reports will be treated in confidence, however if appropriate concerns can be reported anonymously.

The Company expressly prohibits employees from offering, promising, giving, or requesting, agreeing to receive or receiving any financial or other advantage to another person or business with the intention of gaining an improper financial or other advantage.

The Company expressly prohibits the bribing of a UK or foreign public official in order to obtain or retain business or an advantage in the conduct of business.

Hospitality and Business Gifts

Reasonable and proportionate hospitality, advertising, sponsorship and promotional or other similar business expenditure is recognised as an established and important part of doing business. However, hospitality, promotional and similar business expenditure can be used as bribes.

The Company expressly prohibits the giving and receiving of hospitality or business gifts and similar where the intention in doing so is to receive or confer an advantage in return for giving or receiving the hospitality or business gift or similar.

The following rules must be followed in relation to hospitality and business gifts:

- all offers of business gifts should be referred to and agreed to by a more senior member of management;
- business gifts should not be made without the permission of a more senior member of management;
- a record of all business gifts made and received and the reason for the gift should be retained;
- all hospitality must be proportionate and reasonable and in line with the Company's hospitality policy; guidance should be sought from a more senior member of management as to whether the planned hospitality is proportionate and reasonable;
- records should be maintained of all hospitality provided and accepted, including cost and reason for providing or accepting the hospitality;
- quid pro quo arrangements are expressly prohibited;
- cash gifts are expressly prohibited;
- the provision or acceptance of entertainment of a sexual nature is expressly prohibited;
- acceptable hospitality and entertaining may include modest meals with people with whom the Company do business, such as providing a modest lunch after a meeting, or the occasional provision of or attendance at sporting or cultural events, provided that the intention is to build business relationships rather than to receive or confer an advantage;
- the provision of small promotional gifts, such as diaries, pens or similar, will generally be regarded as acceptable;
- employees reviewing expense claims should be alert to the provision of hospitality or business gifts that may be construed as a bribe;
- all concerns should be reported.

Where you develop or seek to develop new avenues for business or new contracts, or where the nature of the business changes, you should inform your Manager of this in order that due diligence and a risk assessment of the circumstances can be undertaken.

Where a business relationship with an external party is sought or newly established, or the nature of the relationship is changed, appropriate due diligence must be exercised to ensure that there are no circumstances giving rise to a concern. That external party must also be made aware of this Anti-Bribery Policy.

The Company expressly prohibits facilitation payments of any sort. Any employee placed under pressure to make a facilitation payment should refer the matter to a more senior member of management immediately.

The Company expressly prohibits the giving of donations to political parties.

Any charitable donation must be consistent with the Company's policy on charitable giving and with the knowledge and consent of a more senior member of management.

Penalties

The penalties for breaching the provisions of the Bribery Act 2010 include unlimited fines for the Company, imprisonment and unlimited fines for individuals.

Failure to follow these procedures may result in formal disciplinary action being taken against you, as set out in our Disciplinary Procedure.

Anti-Facilitation of Tax Evasion

Introduction

Integrity and transparency are of utmost importance to us and so we conduct our business to the highest legal and ethical standards. We are aware of the laws in place relating to tax evasion, including the Criminal Finances Act 2017, and take our responsibilities seriously. We understand that failure to prevent the facilitation of tax evasion undertaken by representatives of the Company renders the Company liable to criminal sanctions including an unlimited fine.

This policy applies to our entire direct workforce and also those who work on behalf of us or provide services to our business including employees, directors, workers including agency workers, volunteers, contractors, consultants and any other party with whom the Company does business.

What is Tax Evasion?

Tax evasion is the practice of using illegal methods to avoid paying tax. It involves deliberate and dishonest conduct and is not the same as tax avoidance. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

Indicators of tax evasion are below. This list is not exhaustive:

- request for payment by cash;
- overly-complex payment mechanisms;
- transactions involving overly complex supply chains;
- transactions involving private banking facilities;
- incomplete or non-standard invoices or other records relating to the payment of tax;
- making false statements in relation to the payment of tax or failure to register with relevant bodies tasked with ensuring tax compliance;
- failure to register for VAT;
- any individual or supplier asking to be paid gross when they should be paid net.

Our Stance on the Facilitation of Tax Evasion

Tax evasion and facilitating the evasion of tax are criminal offences. Both acts will damage our reputation and the confidence of our customers, suppliers and business partners.

We will not be party to tax evasion or the facilitation of tax evasion of any form. We take a zero-tolerance approach to the facilitation of tax evasion. We are committed to:

- rejecting the facilitation of tax evasion; and,
- not recommending the services of others who do not have reasonable prevention procedures in place.

Your Responsibilities

It is strictly prohibited for any employee or person working on our behalf or in connection with us to take part in any activity, directly or indirectly, relating to tax evasion or its facilitation.

You must not:

- undertake any action which facilitates tax evasion;
- aid or abet any action of tax evasion.

You are required to report any behaviour which reasonably leads you to believe that tax evasion or the facilitation of tax evasion is occurring in any way which is connected to the Company.

If we have reason to believe that you have breached any obligation placed upon you by this policy, action will be taken which is appropriate to our relationship with you. This includes the instigation of a Disciplinary Procedure, or the termination of our business arrangement with you.

Reporting Concerns

You must notify your Manager at the earliest stage if you suspect that tax evasion or the facilitation of tax evasion may be occurring. The failure to report a suspicion, of itself, may constitute an offence of facilitation of tax evasion and therefore we strongly encourage the reporting of concerns.

Any concerns should be reported to a Director. An investigation will then be carried out and you may need to give an account of your suspicions including names, dates and any other pertinent information.

You may also report a concern via the Company's Whistleblowing Policy which is available in this Handbook, or upon request.

Detriment

No individual who reports a concern relating to tax evasion under this policy, or the Whistleblowing Policy, will be subject to detriment because of their actions.

Additionally, no individual will be subject to detriment because they have refused to take part in any behaviour which is prohibited by this policy.

Training and Review

The Company will ensure that it gives all relevant training for staff in relation to financial crime detection and prevention. It will ensure it monitors and enforces compliance with the prevention procedures and regularly review the effectiveness of prevention procedures.

The Company reserves the right to make amendments to this policy at any time without notice.

Data Protection

The Company is fully committed to compliance with the requirements of the Data Protection Act 2018 and all other data protection legislation currently in force. The Regulation applies to anyone processing personal data and sets out principles which should be followed and gives rights to those whose data is being processed.

To this end, the Company endorses fully and adheres to the Data Protection Principles listed below. When processing data we will ensure that it is:

- processed lawfully, fairly and in a transparent way ('lawfulness, fairness and transparency');
- processed no further than the legitimate purposes for which that data was collected ('purpose limitation');
- limited to what is necessary in relation to the purpose ('data minimisation');
- accurate and kept up to date ('accuracy');
- kept in a form which permits identification of the data subject for no longer than is necessary ('storage limitation');
- processed in a manner that ensures security of that personal data ('integrity and confidentiality');
- processed by a controller who can demonstrate compliance with the principles ('accountability').

These rights must be observed at all times when processing or using personal information. Therefore, through appropriate management and strict application of criteria and controls, the Company will:

- observe fully the conditions regarding having a lawful basis to process personal information;
- meet its legal obligations to specify the purposes for which information is used;
- collect and process appropriate information only to the extent that it is necessary to fulfil operational needs or to comply with any legal requirements;
- ensure the information held is accurate and up to date;
- ensure that the information is held for no longer than is necessary;
- ensure that the rights of people about whom information is held can be fully exercised under the Data Protection Act 2018 (i.e. the right to be informed that processing is being undertaken, to access personal information on request; to prevent processing in certain circumstances, and to correct, rectify, block or erase information that is regarded as wrong information);
- take appropriate technical and organisational security measures to safeguard personal information;
- ensure that personal information is not transferred outside the EU, to other countries or international organisations without an adequate level of protection.

Employees' Personal Information

Throughout employment and for as long as is necessary after the termination of employment, the Company will need to process data about you. The kind of data that the Company will process includes:

- any references obtained during recruitment;
- details of terms of employment;
- payroll details;
- tax and national insurance information;
- details of job duties;
- details of health and sickness absence records;
- details of holiday records;
- information about performance;
- details of any disciplinary and grievance investigations and proceedings;
- training records;
- contact names and addresses;
- correspondence with the Company and other information that you have given the Company.

The Company believes that those records used are consistent with the employment relationship between the Company and yourself and with the data protection principles. The data the Company holds will be for management and administrative use only but the Company may, from time to time, need to disclose some data it holds about you to relevant third parties, for example where legally obliged to do so by HM Revenue & Customs, where requested to do so by yourself for the purpose of giving a reference or in relation to maintenance support, and/or the hosting of data in relation to the provision of insurance.

In some cases the Company may hold sensitive data, which is defined by the legislation as special categories of personal data, about you. For example, this could be information about health, racial or ethnic origin, criminal convictions, trade union membership, or religious beliefs. This information may be processed not only to meet the Company's legal responsibilities but, for example, for purposes of personnel management and administration, suitability for employment, and to comply with equal opportunity legislation. Since this information is considered sensitive, the processing of which may cause concern or distress, you will be asked to give express consent for this information to be processed, unless the Company has a specific legal requirement to process such data.

Access to Data

You may, within a period of one month of a written request, inspect and/or have a copy, subject to the requirements of the legislation, of information in your own personnel file and/or other specified personal data and, if necessary, require corrections should such records be faulty. If you wish to do so you must make a written request to your Manager. The Company is entitled to change the above provisions at any time at its discretion.

Data Security

You are responsible for ensuring that any personal data that you hold and process as part of your job role is stored securely.

You must ensure that personal information is not disclosed orally, in writing, via web pages, or by any other means, accidentally or otherwise, to any unauthorised third party.

You should note that unauthorised disclosure may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct. Personal information should be kept in a locked filing cabinet, drawer, or safe. Electronic data should be coded, encrypted, or password protected both on a local hard drive and on a network drive that is regularly backed up. If a copy is kept on removable storage media, that media must itself be kept in a locked filing cabinet, drawer, or safe.

When travelling with a device containing personal data, you must ensure both the device and data is password protected. The device should be kept secure and, where possible, it should be locked away out of sight, for example in the boot of a car. You should avoid travelling with hard copies of personal data where there is secure electronic storage available. When it is essential to travel with hard copies of personal data this should be kept securely in a bag and where possible locked away out of sight, for example in the boot of a car.

Notifying Breaches

A personal data breach is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or processed.

The following are examples of data breaches

- access by an unauthorised third party;
- deliberate or accidental action (or inaction) by a data controller or data processor;
- sending personal data to an incorrect recipient;
- computing devices containing personal data being lost or stolen;
- alteration of personal data without permission;
- loss of availability of personal data.

Investigation and Notification

In the event that we become aware of a breach, or a potential breach, an investigation will be carried out. This investigation will be carried out by a Director.

We will undertake to notify the Information Commissioner of a breach which is likely to pose a risk to people's rights and freedoms without undue delay and at the latest within 72 hours of discovery. If we are unable to report in full within this timescale, we will make an initial report to the Information Commissioner, and then provide a full report in more than one instalment if so required.

We will undertake to notify the individual whose data is the subject of a breach if there is a high risk to people's rights and freedoms without undue delay and may, dependent on the circumstances, be made before the supervisory authority is notified.

Record of Breaches

The Company records all personal data breaches regardless of whether they are notifiable or not as part of its general accountability requirement under the Data Protection Act 2018. It records the facts relating to the breach, its effects and the remedial action taken.

Email, Telephone, Computer Facilities and Social Media Policy

Contents of this Policy:

1. Purpose of this policy
2. Definitions
3. Use of the Facilities
 - 3.1. Work use of the Facilities
 - 3.2. Personal use of the Facilities
 - 3.3. Prohibited use of the Facilities
4. Use of Networking Sites and Jobs Boards
 - 4.1. Professional Networking Sites and Jobs Boards
 - 4.1.1. Rules for using Professional Networking Sites and Jobs Boards
 - 4.1.2. Contacts made via Professional Networking Sites and Jobs Boards
 - 4.1.3. Maintenance of the Company profile on Professional Networking Sites and Jobs Boards
 - 4.2. Social Networking Sites
 - 4.3. Post termination of employment or engagement restrictions
5. How to use the Facilities, and Networking Sites
 - 5.1. Information recipients
 - 5.2. Content and tone of communications
 - 5.3. Out of Office messages
 - 5.4. Deleting or archiving material
 - 5.5. Suspect material, documents or viruses
 - 5.6. Passwords
6. Monitoring use of the Facilities and Networking Sites
7. Unsolicited communications
8. Termination of employment with the Company
9. Status of this policy
10. Acknowledgement of receipt of this policy

1 Purpose of this policy:

This policy sets out the Company's policy for use of its Facilities and Networking Sites and covers all individuals working at all levels and grades, including senior managers, officers, directors, employees, consultants, contractors, trainees, home workers, part-time and fixed-term employees, casual and agency staff, temps, and volunteers. ("You"). "Your" and "Yourself" shall be construed accordingly and where there are references to "employee" and/or "your employment" throughout this document, these should be read as referring to the terms upon which you are either employed or engaged by the Company (as applicable). Third parties who have access to our electronic communication systems and equipment are also required to comply with this policy. This policy shall apply during the course of your employment including any period of garden leave (and where stated, also after your employment has ended).

2 Definitions

“Confidential Information” means:

- information relating to the Company’s business plans, finances, new or maturing business opportunities, and research and development projects;
- marketing information relating to the Company’s marketing or sales of any past, present or future service including without limitation sales targets and statistics, market share and pricing statistics, marketing surveys and plans, market research reports, sales techniques and price lists;
- details of Professional Contacts including names, addresses, contact details, terms of business or proposed terms of business with them, their business requirements, pricing structures, lists of employees and their terms of employment; and
- any other information of a confidential nature belonging to employees, candidates, clients, and employees of clients of the Company or in respect of which the Company owes any other obligation of confidence.

“Data Protection Laws” means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

“Facilities” means telephone and computer facilities, including email and the internet, and hardware including mobile media such as laptops, mobile phones, smartphones, personal digital assistants, iPads™, tablets or notebooks, or similar equipment.

“Jobs Boards” includes sites where Candidates and Prospective Candidates indicate their interest in looking for new job opportunities, and where Clients and Prospective Clients indicate they have vacancies or are looking for new staff. Your access to and use of Jobs Boards, whilst employed by the Company is set out in this policy.

“Networking Sites” includes (but is not limited to) professional networking sites such as LinkedIn, Xing, Viadeo ((Professional Networking Sites) and social networking sites such as Facebook, Twitter, TikTok, SnapChat, Google+, Wikipedia, (Social Networking Sites). Your access to and use of Networking Sites, whilst employed by the Company is set out in this policy.

“Personal Contacts” means any of Your friends (not including Professional Contacts).

“Personal Data Request” means any request an individual is entitled to the Company under the Data Protection Laws.

“Professional Contacts” means any Candidate, Client, Introducer, Key Employee, Prospective Candidate or Prospective Client (all as defined in Annex 1), together with any contacts made through a professional body trade or association of which You or the Company is a member.

3 Use of the Facilities:

3.1 Work use of the Facilities

The Facilities are made available to You during the course of your employment with the Company to assist You in carrying out and promoting the Company's business and interests.

3.2 Personal use of the Facilities

The Facilities may be used within reason for personal communications or to send and retrieve personal messages and to browse external websites for personal use [although this should be done outside office hours and be kept to a reasonable limit. It must not interfere with business commitments. If there is any evidence that this privilege is being abused, then the privilege may be withdrawn. The content of personal e-mails must also comply with the restrictions set out in section 3.3 of this policy. **If using the Facilities for personal communications, you should be aware that the Company may monitor your use of the Facilities in accordance with section 6 of this policy and any breaches of this policy may result in disciplinary action up to and including dismissal.**

3.3 Prohibited use of the Facilities

The following uses of the Facilities are expressly prohibited:

- viewing internet sites which contain pornographic, obscene, abusive, slanderous or otherwise offensive material or downloading or forwarding such material within or outside the Company;
- sending, receiving or forwarding communications that are in violation of company policy including, but not limited to, the transmission of obscene, offensive or harassing messages;
- sending receiving or forwarding communications which make unsubstantiated and potentially defamatory comments about colleagues, clients, candidates or any other person via the Facilities or any Networking Site. **You are reminded that communications via social media constitutes publication just as printing in hard copy or via email is publication. You personally, and/ or the Company could face a defamation action should you publish unsubstantiated and potentially defamatory material;**
- sending, receiving or forwarding communications that disclose Confidential Information without the prior authorisation of your line manager or a director of the business;
- bullying or harassing colleagues, clients, candidates or any other person via the Facilities or any Networking Sites
- discriminating or making offensive or derogatory comments about any colleagues, clients, candidates or any other person via the Facilities or any Networking Site;

- breaching any other Company's policies including in particular, but not limited to, the Data Protection Policy and Data Protection Procedure, the Equal Opportunities and Diversity Policy;
- engaging in any behaviour which might cause either the Company to be in breach of the REC Code of Professional Conduct or You to be in breach of the Institute of Recruitment Professionals Code of Ethics (if you are a member of that Institute);
- duplicating copyrighted or licensed software or other information without the appropriate authorisation;
- installing or downloading any software or hardware without the specific approval of the Company's Managing Director or other person delegated by him/ her to give such approval;
- forwarding or otherwise perpetuating junk mail or "chain-letter "type e-mail within or outside the Company;
- removing any hardware or software from the Facilities or the Company's premises without prior approval of the Managing Director; and
- selling or advertising anything via the Facilities or broadcast messages about lost property, sponsorship or charity appeals, without the written agreement of your line manager.

If you engage in any prohibited activities this may result in the Company taking action against You under the Company's Disciplinary, Dismissal and Grievance Procedures and which ultimately could lead to the termination of Your employment.

4 Use of Networking Sites and Jobs Boards:

Networking Sites and Jobs Boards are valuable business tools which the Company wishes to use to build its brand, reputation and business, and which it recognises You may wish to use to build Your own professional reputation.

However, in addition to the benefits there are also certain risks attached to using Networking Sites including but not limited to the Company's Confidential Information, reputation and compliance with their legal obligations, including in particular the Data Protection Laws.

When you take Professional Contact details from Jobs Boards or Networking Sites this constitutes "processing" for the purposes of the Data Protection Laws. The Company must have a lawful basis to process all personal data, including any data taken from Jobs Boards and Social Networking sites.

In order to reduce those risks, for both Yourself and the Company, where and when You are representing the Company You must comply with conditions set out in this policy. **Failure to comply with this policy may result in the Company taking action against You under the Company's Disciplinary and Grievance Procedure.**

4.1 Professional Networking Sites and Jobs Boards

The Company may provide You with access to Professional Networking Sites and Jobs Boards. Such access is granted for work-related purposes only and should be done for the benefit of the Company alone, though professional networking activity may be done inside or outside of working hours.

4.1.1 Rules for using Professional Networking Sites and Jobs Boards

The following rules apply when You access or use a Professional Networking Site or Jobs Board:

- You must have written permission from the Managing Director before setting up an account for any Professional Networking Site or Jobs Board.
- You should create the account on the Professional Networking Site or Jobs Board using your work email address only.
- You must notify the Managing Director of the details of your account including the password. Your password is confidential and should not be disclosed to any unauthorised person.
- You should only use the account for the purpose for which it was authorised.
- You shall inform the Company of activities that you carry out in relation to Professional Networking Sites or Jobs Boards including details of your membership of sites that you have set up and new contacts that you have made during the course of your employment.
- You must comply with the terms and conditions of use of all Networking Sites that You use. You should pay particular attention to any codes of behaviour or professional conduct contained within those terms and conditions.
- You must only upload Professional Contacts to the Company's database(s) when you are satisfied that the Company has a legal basis for processing the personal data of that Professional Contact. You must not download or copy Professional Contacts to personal devices without prior written authorisation from the Company's Managing Director or your line manager. If you have permission to download or copy Professional Contacts to personal devices you will give access to the Company to those personal devices for audit when requested / if the Company receives a Personal Data Request.
- You must regularly backup your Professional Contacts.
- You must delete any Professional Contacts you are instructed to delete by the Company (which may include a general instruction to delete records in order to comply with the Data Protection Laws).
- You should not disclose Confidential Information unless You have been authorised to disclose by the Company's Data Protection Officer/ Your line manager/ the Managing Director/ the Finance Director/ other.

- REC Corporate members are also required to comply with the Code of Professional Practice and individual recruiters with the Code of Ethics of the Institute of Professional Recruiters.
- You must advise the Company if you become aware of any breach of this policy by a colleague. **Failure to do so may be a disciplinary offence.**
- The Company reserves the right to restrict your access to Professional Networking Sites and accounts that the Company has created for you.

4.1.2 Contacts made via Professional Networking Sites

- You must keep Personal Contacts separate from Professional Contacts.
- The Company reserves the right to require You to provide evidence and details as to when You made your contacts and in which capacity they were made. You will be required to give access to your account(s) to the Company's Data Protection Officer/ Manager Director/ Your line manager for this purpose. The Company's decision on whether a contact constitutes a Personal or Professional Contact shall be final.

4.1.3 Maintenance of company profile on Professional Networking Sites

Certain Professional Networking Sites contain company profile pages relating to the Company. For the avoidance of doubt, these profile pages may only be edited by authorised users. **Amendment of the Company's profile pages by unauthorised users shall be a disciplinary offence** (and for this purpose You are referred to the Company's Disciplinary, Dismissal and Grievance Procedures).

If you are authorised to make a comment on a Professional Networking Site you must state clearly whether these are personal views or the views of the Company.

4.1.4 Social Networking Sites

The Company respects Your right to a private life and therefore You may access social networking sites using the Facilities. However this should be done outside office hours and be kept to a reasonable limit. If there is any evidence that this privilege is being abused, then the privilege may be withdrawn.

Your use of Social Networking Sites may impact on the Company and its business. Such impact includes potentially causing damage to its reputation, loss of Confidential Information, or exposure to other liabilities such as claims of discrimination, harassment or workplace bullying. The content of any communications or comments posted on a Social Networking Site must not damage or bring into disrepute the Company, its staff, clients or candidates. Therefore, if You use Social Networking Sites, even where this is not via the Facilities or is outside of working hours You are prohibited from:

- identifying Yourself as working for the Company;
- engaging in any conduct or posting any comments which are detrimental to the Company;
- engaging in any conduct or posting any comments which could damage working relationships between members of staff, Introducers, suppliers, affiliates, Clients and Candidates of the Company. Where you express personal views You must

state that these are personal views and do not represent the views of the Company;

- engaging in any conduct or posting any comments which could be derogatory to another person or third party or which could constitute unlawful discrimination or harassment;
- recording any Confidential Information regarding the Company on any social networking site or posting comments about any Company related topics such as the Company's performance; and/ or
- making information available which could provide any person with unauthorised access to the Company, the Facilities and/or any Confidential Information.

You may be required to remove postings deemed to constitute a breach of this policy. This may include any 'likes' or 'dislikes' of other people's posts or the re-posting/tweeting of other people's comments (or links thereto) which of themselves may constitute a breach of this policy.

4.1.5 Post termination of employment or engagement restrictions

For the avoidance of doubt, the restrictions on the use of Networking Sites continue to apply throughout Your employment with the Company including any period of garden leave you may serve.

5 How to use the Facilities and Networking Sites

5.1 Information recipients

You must exercise caution when using the Facilities and any Networking Sites. In addition to the restrictions set out in sections 3 and 4 of this policy, care must be used in addressing emails, postings on Networking Sites or other electronic communications to make sure that they are not sent to the wrong individual or company. In particular, exercise care in using e-mail distribution lists or Networking Sites to make sure that all addressees or site group members are appropriate recipients of the information sent or posted.

5.2 Content and tone of communications

All e-mails, postings on Networking Sites and electronic communications should be courteous, professional and business-like and, as set out in sections 2 and 3, should not contain any material, which would reflect badly on the Company's reputation. If You receive an e-mail, posting or other communication containing material that is offensive or inappropriate to the office environment then You must inform the Company's Data Protection Officer/ Managing Director/ your line manager and delete on their instruction. Under no circumstances should such e-mails, postings or communications be forwarded internally or externally.

5.3 Out of Office messages

- If You are out of the office for more than 24 hours you should put an "Out of Office" message on your emails and on your voicemail(s). This message should indicate when you will be back in the office and should identify another

person whom the sender or caller can contact in your absence should they need to.

- Your emails and phone calls will be monitored in your absence.

5.4 Deleting or archiving material

- You should not store large quantities of e-mail or downloaded files or attachments. The retention of data utilises large amounts of storage space on network servers, PCs and mobile media, and can adversely affect system performance.
- You should delete any e-mails or other communications sent or received that no longer require action or are no longer relevant to Your work or to the Company.
- You should retain any information that you need for record-keeping purposes in line with the Company's Data Protection policy.

5.5 Suspect documents, messages or viruses

Any files or software downloaded from the Internet, personal mobile media or other software or hardware brought from home (and for which you have previously obtained authorisation to download as per section 2 of this policy) must be virus-checked before installation on the Facilities and use.

- If you receive any suspect e-mails, communications, documents or computer virus alerts you should:
 - contact the Company's Data Protection Officer/ IT manager/ your line manager immediately;
 - not open attachments to any email message whose address You do not recognise; and
 - not forward them to any other internal or external user without the approval of the Company's Data Protection Officer/ your line manager.

5.6 Passwords

- Your password(s) is/ are confidential and should not be disclosed to any unauthorised person.
- The Company reserves the right to access any accounts (whether email or networking sites) in which case You will be required to give Your password to the Company's Data Protection Officer/ IT Manager/ your line manager.
- Passwords should be changed regularly. To protect passwords, You should not access the Facilities in the presence of others and Confidential Information should never be left open on the screen when equipment is unattended.

6 Monitoring use of the Facilities, Professional and Social Networking Sites:

- The Company has the right to monitor any and all aspects of the use of the Facilities and any Networking Sites and Jobs Boards and to monitor, intercept and/or record any communications made by using the Facilities and any Networking Sites. This is to ensure compliance with this policy or for any other purpose authorised under the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.
- By using the Facilities and any Networking Sites You consent voluntarily and knowingly to Your use being monitored. You also acknowledge the right of the Company to conduct such monitoring.

7 Unsolicited Communications which is not marketing

- The Company must establish that it has a lawful basis to process the individual's personal data before it sends out any non-marketing communication. Any marketing communication must comply with the Company's Marketing Policy.

8 Termination of employment or engagement with the Company

- All email address lists or other contact information stored on the Facilities are Confidential Information and remain the property of the Company even after the termination of Your employment or engagement with the Company.
- You may not copy or remove any email address lists or other contact information stored on the Facilities without prior written permission from the Company.
- You should ensure that any genuinely Personal Contacts are, where possible, stored separately from any Professional Contacts. Upon termination of Your employment or engagement for whatever reason you may seek the Company's permission to remove or copy Your Personal Contacts from the Facilities.
- On or prior to the termination of your employment or engagement with the Company for whatever reason you must speak to Your line manager to determine what steps to take in relation to any Professional Networking Sites you use. The Company reserves the right to require you to:
 - advise your Professional Contacts on any Professional Networking Site of the date on which you will be leaving the Company and who Your Professional Contacts can contact at the Company when You leave the Company;
 - delete Your account on any Professional Networking Site;
 - delete all of Your Professional Contacts and not retain a copy of Your Professional Contacts' details without prior written permission from the Company;
 - hand over control of your account on all or any Professional Networking Site(s) to the Company's IT Manager/ Your line manager together with all passwords. The Company's IT Manager/ Your line manager will be entitled to notify your contacts on all or any Professional Networking Site(s) of the fact that he/she has taken over your account.

Employees must be aware that failure to comply with the above rules regarding Networking Sites could result in disciplinary action or dismissal even if the failure to comply occurs outside the workplace.

9 Status of this policy

This policy does not constitute a contract and the Company reserves the right to change its terms at any time. Failure to comply with this policy may lead to disciplinary action up to and including termination of Your employment or engagement with the Company.

Because of potential virus infection and consequent damage to the business, you must not download or load any software into any computer via any source, including memory sticks, flash drives, pen drives, any portable memory devices, or mobile phones without the prior approval of management. Approval will only be given after virus checking.

Downloading free software or Apps is permitted where there is a valid business reason and the software or App is considered to be from a reputable source.

You must not make pirate copies of Company owned software for use by other persons either inside or outside the Company. This not only breaks Company rules, it is an illegal practice.

Company devices may contain tracking facilities. The Company may use these as follows:

- for the prevention and detection of theft of devices;
- to protect the health and safety of our employees;
- as a method of checking the accuracy of Company records, such as timesheets.

You must not tamper with any tracking facility or device. Tampering with tracking may lead to action under the Disciplinary Procedure up to and including summary dismissal.

Personally Issued Computer and Mobile Electronic Devices

The Company will provide you with the necessary items of equipment to aid you in carrying out your working duties.

Where a device has been issued, it is for business use only, and at all times will remain the property of the Company. A device is provided primarily to enable you to do your job. It is your responsibility therefore to ensure that the device is kept charged and switched on while you are working.

If you have been issued with a mobile phone or other device, you are responsible for the safekeeping and condition of the device at all times. You will be responsible for any cost of repair or replacement other than fair wear and tear. The Company will arrange for any repair or replacement. In the event that the device is lost or stolen the Company must be notified immediately in order to cancel the number. You agree that upon termination of your employment should you not return your device, or should your device be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you, or you will otherwise reimburse the Company.

Where you have been issued with a mobile phone or device with internet access, you should where possible connect to a secure and free Wi-Fi network in order to access the internet.

Lost or Stolen Mobile Phones

You are responsible at all times for the security of the mobile phone and it should never be left unattended. A PIN or pattern lock should be used on the mobile to enable voicemails to be picked up. If unsure how to do this, please contact your Manager.

If the phone is lost or stolen, this must be reported to the Company immediately to ensure that the account is stopped and there is no unauthorised usage.

In the event of loss or theft of a mobile phone, the incident must also be reported to the police within 24 hours and an incident number obtained. Please provide this number when reporting the loss to the Company.

You will be responsible for any insurance excess for loss or damage to phones.

The Company reserves the right to claim reimbursement for the cost of the phone, or excess usage charges should the correct procedures not be followed, a user reports repeated loss of their mobile, it is deemed that you have not taken appropriate measures to safeguard the equipment, or reported the loss thereof, which will be investigated by the Company and judged at its absolute discretion.

Making Personal Calls from Company Mobile Phones

The Company recognises that you may have to make personal calls during working hours or outside normal working hours.

The Company permits reasonable use of internet and email communications for personal use.

Where it is deemed that an unreasonable amount of personal calls or text messages have been made, or where data usage is excessive, the Company reserves the right to recover these costs, either through deduction from pay or otherwise as agreed.

Downloading Apps is permitted where the App is considered to be from a reputable source. You are responsible for the cost of Apps for personal use.

The Company may, after formal investigation, take action under the Disciplinary Procedure if such use is deemed excessive.

Personal Mobiles

Unless a personal mobile phone has been approved for personal use, you should not use your mobile phone during working hours. Under normal circumstances personal phones must be turned off. If you need to be contacted during working hours, calls should be made to the Company's main number.

Where special circumstances dictate and you need to have the use of a personal phone during working hours, you must refer this to your Manager who will deal with such a request on an individual basis.

Unauthorised use of a personal mobile phone during working hours may result in a disciplinary warning or dismissal, depending on the circumstances.

CCTV

It is brought to your attention that the Company operates CCTV for security and monitoring purposes.

The Company may view and monitor CCTV footage for work-related purposes.

This makes up part of your contractual terms and conditions.

Grievance Procedure

Where you have a grievance relating to any aspect of your employment you should have no hesitation in raising the matter informally. Your Statement details the person with whom a grievance should be raised. If you wish to make a formal grievance it must be set out in writing.

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

You are entitled to be accompanied by a fellow employee or accredited trade union official at the grievance meeting.

If your grievance is about the person to whom your Statement advises you should raise a grievance, you should raise it with a more senior member of management, or, if not possible, another member of management at the same level.

After the meeting the Manager will inform you of their decision in writing in response to the grievance. You have the right to appeal against this decision.

If you wish to appeal, you must inform the Company in writing within 5 working days. You will then be invited to attend another meeting, after which you will be informed of the final decision in writing.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

Public Interest Disclosure (Whistleblowing)

The Company recognises that effective and honest communication is essential if concerns about breaches or failures are to be effectively dealt with and the Company's success ensured.

This policy is designed to provide guidance to all those who work with or within the Company, including casual and temporary staff, who may from time to time feel that they need to raise certain issues relating to the Company with someone in confidence.

Any person who in the public interest raises genuine concerns under this policy will not under any circumstances be subjected to any form of detriment or disadvantage as a result of having raised their concerns. The victimisation or harassment of an individual making a protected disclosure is a disciplinary offence.

This policy applies where you reasonably believe that one of the following sets of circumstances is occurring, has occurred, or may occur within the Company and that your disclosure is in the public interest:

- a criminal offence has been committed, is being committed or is likely to be committed;

- a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject;
- a miscarriage of justice has occurred, is occurring or is likely to occur;
- the health and safety of any individual has been, is being or is likely to be endangered;
- the environment has been, is being or is likely to be damaged;
- information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

It is not necessary that you prove the breach or failure that you are alleging has occurred or is likely to occur, you may simply raise a reasonable suspicion. However, you should note that you will not be protected from the consequences of making such a disclosure if, by doing so, you commit a criminal offence.

Procedure

If you believe that any of the above practices are happening in the Company the following procedure should be followed:

- you should initially raise the issues with your Manager, who will treat the matter in confidence;
- if it is not appropriate to raise the issues with your Manager, you should raise the issue with a more senior member of management or, if not possible, another member of management at the same level;
- it is likely that an investigation will be necessary and you may be required to attend an investigatory meeting as a witness;
- at the investigation meeting you will need to explain fully the nature and extent of what you believe is the problem. You may bring a colleague to help you explain the situation more clearly if you wish.

Depending on the nature of your complaint, it may not be possible to find an immediate solution, but your concerns will be investigated as quickly as is reasonably possible, and, where possible, providing such disclosure does not breach confidentiality, you will be advised of the outcome of the investigation in due course. As a minimum you will be advised when any investigation has been completed and that appropriate action has been taken, although you may not be informed of the specific details of the action that has been taken.

Where it is necessary for your disclosure and the investigative meeting minutes to be supplied to an employee as part of the evidence supporting disciplinary action, appropriate steps will be taken to ensure that your working environment and/or working relationships are not prejudiced by the fact of the disclosure.

If you are dissatisfied with the outcome of this procedure you may raise the matter with a Director.. If you remain dissatisfied with the outcome you have the right to express your concerns to the relevant Prescribed Person designated by the Public Interest Disclosure (Prescribed Persons) Order 2014, or any statute or statutory instrument which subsequently supersedes this legislation.

If you reasonably believe that the relevant failure as listed in any of the above practices relates wholly or mainly to the conduct of a person other than someone in the Company, or any other matter for which a person other than the Company has legal responsibility, then you should make that disclosure to that other person.

Also, you may make such a disclosure to Protect, the leading authority on public interest whistleblowing, if you consider that it has an interest in the matter and, despite the best efforts of the Company, you believe that disclosure within the Company is inappropriate or as noted previously has been unsuccessful. Disclosures made to legal advisors in the course of obtaining legal advice will be protected.

If any disclosure concerns information which you do not substantially believe is true or is made in bad faith, for instance in order to cause disruption within the Company, or indeed if the disclosure is made for personal gain, then you may become subject to action under the Disciplinary Procedure, which could include dismissal.

While the Company hopes that such disclosures will never be necessary, it also recognises that it may find itself in circumstances which are new to it. Each case will be treated on its own facts.

Health, Safety and Hygiene

Safety

The Company is committed to ensuring your health, safety and welfare whilst at work. If you become aware of any potential hazard or unsafe working conditions, you should have no hesitation in raising them with the Company.

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times the published health, safety and fire rules and procedures. All accidents must be reported to management and entered into the Accident Book as necessary.

Smoke Free Workplace

It is the Company's policy that all of its workplaces are smoke-free and that you have the right to work in a smoke-free environment. Failure to adhere to this policy may result in formal disciplinary action being taken against you, as set out in the Company's Disciplinary Procedure.

You should be aware that enforcement authorities can issue penalties and fines if you are found guilty of smoking in a smoke-free place. You will be personally liable for any fine or fixed penalty imposed for non-compliance.

Smoking, including the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS), is prohibited throughout the entire workplace with no exceptions.

You are only permitted to smoke during authorised breaks.

The Company will inform employees if provisions have been made for smoking, including electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS), and where designated smoking areas can be located. Where areas have been designated, it is your responsibility to ensure that all cigarettes and cigarette ends are properly extinguished and you leave the area clean and tidy after use.

You are only permitted to smoke during authorised breaks.

Hygiene

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own G.P. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

Homeworking Policy

1. Overview

1.1 Homeworking can be really beneficial for individuals and organisations. We try to accommodate it wherever possible.

1.2 This policy explains how to apply for homeworking, and the things we take into account when considering your request. It also covers the safeguards that need to be put in place and the practical arrangements that make homeworking a success.

1.3 This policy does not form part of your employment contract and we may update it at any time.

2 What is homeworking?

2.1 Homeworking means working from home on an occasional, a temporary or a permanent basis. It could be a one-off day. It could be a new pattern of working partly from home. It could be working entirely from home for a fixed period or indefinitely. There are lots of options.

2.2 Homeworking does not entitle you to choose when and how you work. It simply means you do your job from home. Your contractual obligations, including your core working hours, continue to apply. Any changes would need to be agreed between us.

2.3

Occasional homeworking

2.3 There are various reasons why you might want or need to work from home on a

particular day or for a short period. These could include:

- logistical difficulties in getting to work, for example on a snow day;
- needing to concentrate on a work document in a quiet environment.

2.4 This policy does not focus on occasional homeworking, although we do touch on it. It is aimed more at homeworking arrangements that change your contractual 'place of work'.

Homeworking that changes your 'place of work'

2.5 This is when you have agreed a new working arrangement with us. It is where your home becomes your working base for at least some of the week/month, temporarily or permanently.

2.6 You can either follow the procedure set out in this policy, or the procedure set out in our Flexible Working Policy.

3 Is your role suitable for homeworking?

3.1 We will consider your homeworking request under this policy if you are an employee and have passed your probationary period [and completed all necessary training], or where homeworking is a reasonable adjustment under the *Equality Act 2010*.

3.2 We will need to be satisfied that your role is one that is suited to homeworking (not all are).

3.3 You will also need to have the personal attributes and skills that mean you should be able to do your job effectively from home. Things like:

- the ability to work independently;
- self-motivation;
- self-discipline;
- good time management;
- the ability, through remote technology, to access materials you will need and speak with people you'll need to speak with;
- being able to separate work life and home life.

3.4 Your personnel record, including your recent conduct and performance levels and any unexpired warnings, will be taken into account when we make any decisions.

3.5 Your home environment must be suitable for homeworking. This includes having a decent working area, and a reasonably strong internet connection.

4 How to do I apply for homeworking?

4.1 Occasional homeworking usually needs to be arranged at short notice. That might be because your child wakes up unwell (in which case you should also consider your right to take time off to care for a dependant), or where poor weather makes it advisable for you to stay at home. In those types of situations, you should contact Lliam Brocksom or Jon Palmer as soon as you think you will need to work from home. They will decide whether or not to authorise homeworking on that occasion [but you can assume it will be allowed unless you are told otherwise].

4.2 If you would like to make homeworking a normal part of your contract, you should discuss this with a company director as a first step. If you then decide to make a formal request for homeworking under this policy, send an application letter or email to Lliam Brocksom or Jon Palmer.

4.3 It is important that we have enough time to consider your request properly, so please send any request to us plenty of time in advance of when you would like the homeworking to begin.

3.6 If you are applying for homeworking as a flexible working request (which has a special formal process set by employment law) you must be clear about that and follow our Flexible Working Policy.

5 What should I include in my application?

5.1 Tell us in as much detail as you can about the homeworking arrangement you are proposing. In particular:

5.2.1 What your working week/month would look like.

5.2.2 Whether homeworking would be a temporary or a permanent arrangement.

5.2.3 When you would like the homeworking to begin.

5.2.4 How you think homeworking could work for you, for your role and for us.

5.2.5 Why you think you and your role are suited to homeworking.

5.2.6 How you would do your job just as effectively from home.

5.2.7 How you would maintain proper contact and relationships with colleagues, clients, candidates and your manager.

5.2.8 How you would protect confidential information belonging to us and to our clients, candidates or internal staff.

5.3 If you believe that homeworking would be a reasonable adjustment under the *Equality Act 2010*, you should tell us that and explain why.

6. When we receive your request

6.1 We will meet with you as soon as possible to discuss your proposed homeworking.

6.2 We may want to visit your home (possibly more than once) to assess its suitability, which may include carrying out a health and safety risk assessment. We may require you to arrange and pay for any necessary modifications and may refuse your homeworking request if those modifications are not made within a reasonable timeframe, or if they do not rectify any health and safety risk(s) identified.

6.3 We may also want to carry out a data protection risk assessment before deciding whether or not to agree to the homeworking.

6.4 We will write to you to let you know whether we agree to the homeworking. Each request is considered on its own merits. Even if we have approved a similar request in the past, we are not tied to doing the same in the future.

6.5 If your request is approved we will probably want you to complete a trial period. If that trial period is unsuccessful, you may need to return to the previous contractual position, unless some other arrangement can be agreed.

6.6 If you are unhappy with a refusal of your request under this policy, you should write to Liam Brocksom or Jon Palmer within 7 days of our decision, explaining your reasons.

7. Setting up the homeworking

Property and equipment

7.1 We might loan you some of the things you will need to be able to do your job properly and safely from home. These may include stationery, a laptop/desktop computer, desk and chair, secure filing cabinet, shredder, dedicated phone line

or mobile phone. We may ask you to cover or contribute to the cost of any necessary installations such as broadband connections.

7.2. You must take good care of anything we loan you and return it to us when requested.

7.3 You may use the equipment or other property we provide for reasonable and lawful personal/family use.

7.4 If you intend using any personal equipment such as a computer for homeworking you must check with us first. We will need to make sure that it's suitable. Any personal equipment that we agree to you using remains your responsibility, so you would need to cover the cost of things like repairs.

Household bills

7.5 You will be expected to cover the cost of utilities including heating and electricity necessary for your homeworking.

Mortgage, lease and insurance

7.6 You are responsible for making sure that your mortgage or lease and home insurance do not restrict or prevent your home being used for work.

7.7 You should discuss with your home insurer any changes that may need to be made to your policy to ensure that you are fully protected while working from home. You are responsible for any additional premiums.

Tax

7.8 There may be tax implications to homeworking. You should get specific advice on this.

8. Managing the homeworking

8.1 Employees who work from home are subject to the same rules, procedures and expected standard of conduct and performance as all other employees. Contractual obligations, duties and responsibilities remain in place, as do our workplace policies.

8.2 We want you to remain as involved as possible in our business and our activities while you are working from home. This includes having access to company news, events and benefits, as well as opportunities for professional development, training and promotion.

8.3 We will keep in regular contact with you during your homeworking via phone, email, video conferencing and face-to-face meetings.

8.4 If you at any point feel isolated, left out, or lacking guidance or support you should discuss this with your manager.

8.5 Where an IT or other problem prevents you from working effectively from home, you should contact Sheffield Business Systems or a Director of the business straightaway. We may need you to come into work until the issue has been resolved.

8.6 If you cannot work on a homeworking day because of illness or injury, you must follow the procedure set out in our Absence Management Policy.

9. Expenses

9.1 We will reimburse you for your reasonable travelling costs in respect of meetings with us and with clients/customers.

9.2 You should email your expenses claim form to your manager at the end of each month.

10. Health and safety

10.1 We may carry out periodic health and safety risk assessments of your homeworking, as well as maintenance checks and electrical testing.

10.2 You have a responsibility to take reasonable care. If you have any health and safety concerns, or if an accident or incident takes place, you must immediately report this to a Director of the business in line with our Health and Safety Policy.

10.3 It will not usually be appropriate to hold meetings in your home, or to give out personal details like your address. If you are unsure about any aspect of this, contact your manager.

11. Security, confidentiality and data protection

11.1 Our high standards must be adhered to at all times. You should familiarise yourself with our Data Protection Policy in particular.

11.2 Data protection risk assessments will be carried out periodically.

11.3 Only equipment that we have authorised may be used for homeworking.

11.4 Whenever you are prompted to install a legitimate update to your computer or other equipment, you must do so straightaway.

11.5 You must report any actual or potential breach of security, confidentiality or data protection to a Director immediately.

11.6 If you are unsure about any aspect of security, confidentiality or data protection, you must speak with your manager.

12. Accessing your home

12.1 We may need to access your home to set up the homeworking and to carry out risk assessments, checks, and repairs to our equipment.

12.2 We may also need access in order to retrieve our property, whether during the homeworking, at the end of the homeworking arrangement, or when your employment ends.

12.3 We will give you as much notice as possible that we need to enter your home and you must cooperate with our reasonable requests.

13 What if you move to a new house?

13.1 We will reassess the homeworking arrangement.

13.2 If we consider that the house move would make, or has made, homeworking unsuitable, we will discuss this with you and we may decide to

bring the homeworking to an end. If that happens you will usually be able to return to your previous contractual place of work, although that cannot be guaranteed.

14. Ending the homeworking arrangement

14.1 If you want to bring your homeworking to an end, you should speak with your manager.

14.2 We may decide to end your homeworking arrangement on reasonable notice if we think that it is not working as it should, or that it has become or will soon become unsuitable.

14.3 If homeworking has become unsuitable because of your conduct or performance, we may terminate the homeworking arrangement immediately and require you to return to the normal location for your role. We may decide to implement our Disciplinary Policy or our Performance Improvement Policy, which could lead to you being suspended and/or your employment being ended.

14.4 When your homeworking arrangement has ended, we will usually be able to bring you back into the workplace, but that cannot be guaranteed (and may not be appropriate if we take action under 14.3 above).

Drugs and Alcohol

Policy Statement

The Company is fully committed to meeting its responsibilities under the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 and any other associated legislation. Such legislation highlights to employers that they have a general duty to ensure the health, safety and welfare of all their employees.

It is strictly forbidden to use, possess, or sell illegal drugs, controlled substances or to consume alcohol or take drugs whilst at work.

Legal highs and/or substances must not be brought on to Company premises at any time. Anyone found in possession, or under the influence of such will be sent home and dealt with through the Disciplinary Procedure. Such offences may be considered to be gross misconduct

Definitions

For the purposes of this policy, the term “drugs” and “alcohol” includes:

- substances covered by the Misuse of Drugs Act 1971, which includes but is not limited to amphetamines, methamphetamines, benzodiazepines, cannabinoids, cocaine and opiates;
- inappropriate use of prescribed and over the counter drugs;
- inappropriate use of solvents, alcohol or any other substances.

Scope

This policy applies to all permanent employees, temporary employees and agency workers.

The Company places paramount importance on the health, safety and welfare of its employees at work, and those whom the Company does not employ but who are affected by its undertaking.

Policy Considerations

Alcohol and substance misuse can have a detrimental effect upon your health, can adversely influence your work performance and can adversely affect your relationships with colleagues and customers/clients. It can result in reduced efficiency and increased absenteeism.

The Company has a duty towards, and is concerned about the health and welfare of all employees. It is therefore Company policy to:

- promote a responsible attitude to the consumption of alcohol amongst employees;
- offer assistance to those employees who require it by referring them to an external specialist agency;
- treat alcohol and substance abuse as a health problem and arrange for employees to seek professional assistance.

Where a referral has been made, the Manager will work with the recommendations from the external agency on supporting the employee through a rehabilitation programme.

Where an employee is working to resolve a dependency problem independently, then they should keep their Manager updated with their progress.

The Company will treat any absence due to alcohol and substance abuse in the same way as sickness absence on condition that you obtain professional treatment and maintain regular contact with the appropriate Occupational Health Department.

The Company will treat all relevant discussions in strict confidence.

If an employee is unwilling to seek help after a problem is identified, fails to complete a prescribed course of treatment, has a relapse following treatment, or if inadequate work performance or unacceptable behaviour, including poor work relationships, occurs or persists, the matter may be dealt with under the Company's Disciplinary Procedure.

Careful consideration will be given if you have acknowledged the existence of a problem and/or have agreed to obtain medical help for the condition. Any incident, which after due process, is proven to amount to gross misconduct could result in summary dismissal without notice and without previous warnings.

Common Signs of Drug and Alcohol Misuse or Dependence

The following characteristics, especially when arising in combination, may indicate the presence of a drug and/or alcohol related problem. However, it is recognised that these characteristics will also be exhibited from time to time in people who do not have a drug or alcohol related problem.

- Absenteeism and Time Keeping Problems:
 - poor time keeping, arriving late/leaving early, unexplained disappearances, long coffee/lunch breaks, imprecise medical certificates, increased unauthorised leave, increased Friday/Monday absence, excessive levels of sickness absence, improbable excuses for absence.
- Reduced Work Performance:
 - difficulty in concentrating, higher accident levels, impaired memory, lower quality/quantity, confusion, missed deadlines and appointments, periods of high and low productivity, increased mistakes.
- Personality Changes:
 - mood changes, irritability and aggression, friction with colleagues, over reaction to criticism, depression, paranoia, confusion, unreasonable resentments
- General Signs:
 - falling asleep, misuse of breath purifiers, attempts to borrow money, dishonesty, petty theft, court appearances, deterioration of relationships with friends/family

This list is not an exhaustive list of common signs of drug or alcohol misuse/dependence.

Management Training

Managers will receive training on an ongoing basis to assist them with the day to day management of this policy, thus enabling them to recognise problems and to help them deal effectively with drugs or alcohol related problems.

Supporting Positive Mental Health

The Company understands the positive impact that healthy and engaged employees make to the success of the business. As such, the Company pledges to provide initial and ongoing support and help for employees going through mental health problems. We wish to create an open and honest workplace where managers and employees can discuss mental health problems, and to ensure the necessary support is known and offered to employees when needed.

The Company understands the role it has in ensuring that health and safety legislation is adhered to. The Company undertakes to create a safe workplace where risks to mental health and wellbeing are limited as far as possible. Additionally, the Company understands the protection employees with a disability have against discrimination under the Equality Act 2010, including the obligation for employers to make reasonable adjustments for disabled employees.

When a Manager identifies that an employee may be suffering from a mental health problem, early intervention will be undertaken. The Manager will speak with the employee, in a series of meetings if required, and encourage the employee to speak openly and honestly about their situation. The meetings will be used to ascertain how the employee may be supported by the Company and whether any adjustments are to be made. Adjustments may be made on a temporary basis. Meetings will be held in complete confidence, save for where information needs to be shared with HR or other managers regarding any adjustments made. The employee will be consulted regarding the detail of the information shared.

Employees are encouraged to use the confidential telephone counselling service provided via our Employee Assistance Programme for the opportunity to talk to a trained expert on any issues that are concerning them.

Disciplinary Procedure

1 DISCIPLINARY POLICY AND PROCEDURE

Aims and Objectives

1.1 TSR is committed to promoting fairness and consistency in the treatment of all employees in connection with conduct and performance. In order to achieve this, the following rules and procedures have been adopted, in line with nationally recognised codes of practice.

1.2 The purpose of the Disciplinary Procedure is to:

- Help and encourage employees at all levels to achieve and maintain standards of conduct, attendance and job performance

- Improve and correct
- Ensure that disciplinary action is fair and reasonable in the circumstances of each case
- Deal speedily with actions relating to misconduct and, in particular, gross misconduct
- Ensure that disciplinary action is carried out in a manner that is equitable and consistent within the employing company and with other companies throughout the group

2 Principles

The following principles will apply throughout the disciplinary process:

The disciplinary procedure will apply in full only once you have been in the company's employment for 6 months.

We retain discretion in respect of the Disciplinary Procedure to take account of your length of service and to vary the procedure accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

- The company will fully investigate the circumstances and take appropriate action. Investigations will be carried out speedily with a full consideration of all the relevant facts.
- No disciplinary action will be taken until the individual has had an opportunity to state their case at an Investigatory Meeting and/or a Disciplinary Hearing as appropriate.
- An employee who is subject to investigation and/or disciplinary action has the right to be accompanied at any formal meeting by a work colleague (an employee of the TSR group) or an accredited trade union representative.
- The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.
- Consideration will be given to long service, previous good conduct and any mitigating circumstances.
- More serious penalties may be applied where previous action has proved ineffective in producing the desired effect or the misconduct is sufficiently serious.
- This procedure will apply to disciplinary action up to and including dismissal.

Dismissal for reasons unconnected with discipline or performance is covered by the company's Dismissal Policy.

- There is a right of appeal against any disciplinary action beyond the oral warning stage., i.e. from stages two to four, para 5.2.5 to 5.2.7 below.

In addition, the following will apply generally to the process:

- Normally, in advance of any Disciplinary Hearing the employee will be:

o Informed in writing of the nature of the complaint or allegations and the Disciplinary Hearing arrangements, and given reasonable time in advance to prepare for the Hearing
o Informed of his/her rights under the procedure
o Informed of the right to be accompanied by a work colleague or a union representative.

- The employee must make every effort to attend any investigatory or Disciplinary Hearing. If an employee is absent from work during the process, and/or fails to attend on more than one appointed time for a Hearing, the company reserves the right to hear the case in the employee's absence and/or to suspend any sickness payment that may be due for the absence.
- The appropriate Departmental Manager or independent manager will normally conduct disciplinary hearings and a Human Resources representative or designated note taker will be present.
- A Departmental Manager (or, in exceptional circumstances out of hours the immediate supervisor) may suspend an employee with pay pending investigation, if this is considered to be appropriate. Hearings will be held as soon as is reasonably practicable and the employee will be kept informed as to the date on which the investigation is likely to be concluded.
- Where full information is not available at the hearing or further consideration is required, the manager conducting the hearing may adjourn, but for no longer than is necessary.
- In certain circumstances, an employee under investigation may request the calling of a specific witness to clarify/expand on their statement. It will be the responsibility of the manager to decide whether this is reasonable in the specific circumstances.
- An employee will not normally be dismissed for a first breach of discipline except in the case of gross misconduct, when the outcome may be dismissal without notice or pay in lieu of notice. Alternatives to dismissal may be demotion or transfer to a more suitable job or department, if available. Pay and benefits will be reduced accordingly.

3 Misconduct

3.1 The following is a non-exhaustive list of examples of misconduct and would not normally lead to dismissal for a first offence except in serious cases:

- Poor timekeeping/attendance
- Failure to comply with a reasonable request or order
- Failure to comply with a health & safety requirement
- Absence from work without permission
- Posting or distributing unauthorised literature at work or on TSR premises
- Misuse of TSR equipment/facilities or property belonging to a third party.
- Inappropriate behaviour towards a customer or colleague
- Failing to comply with the company's dress code

- Failure to perform to the required standards, including personal attitude, rudeness, abruptness or personal hygiene
- Failure to cooperate reasonably with colleagues
- Breaches of terms & conditions of employment or the company's Business

4 Gross Misconduct

4.1 Certain offences may be regarded as being so serious as to render the offender liable to dismissal without notice on the grounds of gross misconduct. These examples are not exhaustive, nor do they exclude dismissal for other acts of a similar nature:

- Conduct likely to bring TSR into disrepute
- Acts of incitement or actual acts of discrimination on the grounds of sex, race, disability, religion, sexual orientation, colour or ethnic origin or other protected characteristics under Equality legislation.
- Sexual, racial, or other harassment related to a protected characteristic under the Equality Act towards other colleagues, customers, suppliers or members of the public
- Acting in a way prejudicial to TSR 's interests in dealings with customers or other outside contacts
- Acting in a way prejudicial to the employing company's interests in dealings with other members of the TSR group
- Use of abusive or threatening language or swearing towards other colleagues, customers, retail partners or visitors
- Using inappropriate or threatening behaviour, fighting or attempting actual bodily injury to another person
- Wilful contravention of the TSR Code of Professional Conduct (REC Code of Professional Practice)
- Making false statements in regard to matters affecting employment
- Wilful disregard of safety rules and/or precautions
- Serious breach of health & safety rules potentially and/or recklessly endangering life or personal safety of self or others
- Unauthorised disclosure of confidential company information
- Breach of ICT policy and/or Acceptable Use of Systems policies, for example:
- Unauthorised personal use of company equipment.
- Unauthorised entry into the employer's computer systems.
- The use of private or pirate software on the employer's computer system.
- Malicious use of the Company's computer system.

- Misuse of the internet or email
- Use of company telephones for excessive personal use
- Unauthorised copying, removing or transferring personal or sensitive data (as defined by the DPA) from the company premises or destroying or altering that data
- Theft or attempted theft either by consumption or removal
- Fraud, attempted fraud or falsification of any document or Company Records
- Failing to account correctly for any cash or property received, and/or failure to comply with TSR accounting, cash or property handling procedures
- Deliberate damage to, or wilful neglect or misuse of the property of other employees, TSR, retail partners or visitors
- Drunkenness, or being under the influence of, or misuse of drugs or alcohol or being in possession of illegal drugs or intoxicating liquor whilst on duty
- Leaving your designated site/place of work, during working hours, without the prior permission of a manager without a satisfactory explanation
- Sleeping whilst on duty
- Smoking in public or prohibited areas whilst on duty
- Bringing firearms, weapons of any kind or other prohibited items onto TSR premises
- Assisting, encouraging or procuring any other member of staff to commit an act of gross misconduct
- Any criminal or civil offence which, in the opinion of management, makes the employee unsuitable to carry out his/her duties or where a penalty imposed by a court of law for the offence makes this impossible or impracticable
- Where an act has been committed which would make continued employment unacceptable to TSR, its retail partners, customers or other employees

5 Procedure

5.1 Informal Action

5.1.1 The relevant supervisor or manager will normally deal with lapses in work performance or minor breaches of the rules in the first instance, via file notes and informal counselling. The supervisor/manager will explain the reasons for the counselling, discuss with the individual strategies for ensuring the problem does not occur again, and explain the likely consequences of formal disciplinary action should the individual fail to meet the necessary standards of attendance, conduct or job performance.

5.1.2 A file note is issued to document the first conversation between a supervisor or manager and an individual about a lapse in work performance or a minor breach of the rules.

5.1.3 It is expected that in most cases informal action will quickly resolve any difficulties. However, where conduct or performance is sufficiently serious, or the individual fails to improve and maintain that improvement with regard to conduct or performance the company may invoke the formal procedure set out below.

5.2 Formal Disciplinary Procedure

5.2.1 The formal disciplinary procedure will be invoked where breaches of company rules, misconduct, poor performance or attendance have not been remedied by informal counselling or are more serious.

5.2.2 Following an Investigatory Meeting, the employee will be invited to a Disciplinary Hearing, at which a formal warning may be issued.

5.2.3 Where formal warnings are issued, a copy of the warning will be placed on the employee's personal file and will specify:

- The stage of the disciplinary process
- The reason given for the warning
- The duration of the warning. Warnings may be extended beyond the durations stipulated if the Company considers that it is appropriate to do so in the circumstances
- Improvements in conduct or performance required to be achieved and maintained
- The consequences of failure to respond as required
- The right of appeal

5.2.4 Stage One: Oral Warning

If conduct or performance does not meet acceptable standards, the employee will be issued with a formal Oral Warning by his or her manager. This normally remains current for six months.

5.2.5 Stage Two: Written Warning

If the offence is more serious or there is a failure to respond to an oral warning, this will result in a Written Warning, issued by a manager. This will remain current for a period of not less than six and not more than 12 months, depending upon the circumstances.

5.2.6 Stage Three: Final Written Warning

In the event of a further breach of rules or failure to bring about the required standard of performance, or where there is a more serious disciplinary offence, a Final Written Warning will be issued by a manager. This will remain current for 12 months. If a Final Written Warning is issued the employee should be advised that if the conduct is repeated, or performance does not improve they may be liable for dismissal.

5.2.7 Stage Four: Dismissal with or without notice or demotion

Dismissal with notice may be appropriate in circumstances where the disciplinary procedure has failed to elicit acceptable standards of conduct or performance, and there is a failure to respond to previous warnings. Dismissal without notice may be appropriate in circumstances where there are serious breaches of duty, or an act of gross misconduct has occurred which is so unacceptable as to justify dismissal without prior warnings.

5.2.8 The decision to dismiss will be taken by an appropriate Manager, with guidance from the Human Resources Department. Written reasons for the dismissal, the date on which the employment terminated, and the right of appeal will be provided.

5.2.9 Demotion may be appropriate where it is deemed appropriate to relieve an employee of some or all of their responsibilities by transferring them into a position of reduced responsibility. Pay and benefits will be reduced accordingly. A warning of any level may also be issued in addition to the demotion.

5.2.10 Suspension without pay

As an alternative to dismissal the company may consider imposing a period of suspension without pay. This period will not normally be longer than two weeks and would be accompanied by a Final Written Warning (or extension of a previously issued Final Written Warning). It may also be accompanied by demotion in appropriate circumstances.

6 The right to be accompanied

6.1 If an employee so wishes, a work colleague or union representative may be present at a disciplinary hearing. The chosen companion will be permitted to address the meeting and to confer with the employee during the meeting, but they will not be permitted to answer any question on the employee's behalf. The company will normally require notification of the companion prior to the hearing.

7 Records

7.1 Formal warnings will normally be issued in the form of a letter which may include a summary of any meetings that have taken place or recorded on a disciplinary interview form. A copy of the disciplinary form (if used) will be issued to the employee, one will be retained on the employee's file, and where appropriate, another will be given to the employee's representative. In cases where a disciplinary form has been issued copies of the notes from investigatory and disciplinary hearings relating to employees may be available to the employee upon request from the Human Resources Department. Separate notes will not be issued where the meeting has been summarised in detail in a letter confirming the outcome of the hearing.

8 Right to Appeal

8.1 All employees have the right to appeal against any formal disciplinary decision beyond oral warning stage. The right to appeal should be advised at the end of the Disciplinary Hearing. An appeal must be submitted in writing without unreasonable delay, which will normally be within 14 days, by the employee, to the Human Resources department, or as otherwise specified in the disciplinary form or letter issued to the employee after the hearing.

8.2 The employee has the right to be heard personally at an appeal and to be accompanied by a work colleague or trade union representative.

8.3 Appeals against warnings and dismissals will be referred to a senior manager who may be within or outside the individual's chain of management depending on the level of disciplinary action and the circumstances of the case, who will be accompanied by a Human Resources representative or designate. Appeals against dismissal will normally be heard by an independent senior manager. The decision of the appeal chair is final.

9 Review

9.1 This policy, the rules and procedures will be reviewed by the company at least every two years or more frequently in response to relevant changes of legislation or current practice.

10 Contractual Status

10.1 This policy sits outside the contract of employment and does not convey an automatic right for the employee that it will be used in full, except to the extent that company has the right to impose penalties set out in this document (such as demotion or suspension without pay) where they would otherwise be considered a potential breach of contract.

Capability Procedure

Introduction

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

We retain discretion in respect of the Capability Procedure to take account of your length of service and to vary the procedure accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

Job Changes and General Capability Issues

If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our business or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

Personal Circumstances and Health Issues

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own G.P. for a medical report. Your permission is needed before we can obtain such a report and we will expect you to cooperate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own G.P. for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

Procedure

You will only be issued with a capability warning or dismissed following a formal capability meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the Capability Procedure you will be given the opportunity to respond to any concerns before any decision on a capability warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

The Company may commence the Capability Procedure, depending on the circumstances, at any of the following levels:

Written warning

A written warning will be issued and a copy placed on your personnel file for 6 months after which it will be disregarded.

Final written warning

A final written warning will be issued and a copy placed on your personnel file for 12 months after which it will be disregarded.

Dismissal

Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.

You will be entitled to appeal against any capability or dismissal decision taken, such appeal being held in accordance with the Appeal Procedure, which is outlined below.

Disciplinary and Capability Appeal Procedure

The Appeal Procedure does not form part of your contract of employment.

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

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

You should address your appeal to the person stated in your Statement.

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

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

Termination of Employment

Notice of Termination

If you wish to resign, you should do so in writing giving such notice as is specified in your Statement.

If your employment is terminated by the Company, you will be entitled to receive the notice as is specified in your Statement.

Gross Misconduct

You may be summarily dismissed without notice if there has been an act of gross misconduct. Examples are contained in the Gross Misconduct section of Disciplinary Rules above.

Notice during Probationary Period

During a probationary period your notice period may be different, so you should refer to your Statement for this information.

When Dismissal Notice takes Effect

If you are given notice of dismissal verbally, it is deemed to take effect immediately. If notice is sent via post, it is deemed to take effect according to the schedule below:

- sent by email – the day after the email is sent;
- sent by recorded/special delivery – two days after letter sent;
- sent by first class – three days after letter sent.

Retirement

The Company does not operate a formal retirement policy.

Terminating Employment without giving Notice

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

Return of our Property

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

Pay in Lieu of Notice

At the absolute discretion of the Company, payment in lieu of working notice may be made, and all benefits owing are paid as accrued at the actual date of termination. This is an express written term of your contract of employment.

Garden Leave

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take garden leave for all or part of the remaining period of your employment. During any period of garden leave you will continue to receive your full salary and any other contractual benefits. This is an express written term of your contract of employment.