Novus Altair Limited Employee Handbook

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Introduction

This handbook is intended to outline and explain the practices and policies of Novus Altair Limited (hereafter referred to as 'we', 'us' or 'our'). This employee handbook also summarises some of our staff benefits. Please refer to the specific documentation for each benefit or plan, for information and answers to specific staff benefit questions.

This employee handbook should be regarded as a set of guidelines only. It is not a contract (although it may be incorporated by express reference into a contract of employment, and certain provisions when included, for example, the intellectual property section, have contractual effect on their own). Neither the policies in this handbook, nor any other written or verbal communication by us or a director, officer, manager or supervisor are intended to create a contract of employment or a warranty of benefits. We reserve the right to review, revise, amend or replace the content of this handbook and introduce new policies from time to time to reflect the changing needs of the business and to comply with legislation, without prior notice.

This handbook was created on 08 July 2017 and complies with current employment legislation (including Acts, orders, regulations and statutory instruments) as on that date.

Unless expressly stated to the contrary, in the event that this handbook does not comply with or contradicts any Act, order, regulation, or statutory instrument, then the provisions of that Act, order, regulation, or statutory instrument (as amended) shall prevail over the contents of this handbook.

This handbook supersedes and replaces all prior employee handbooks, policies or procedures.

If an employee has any questions about any of the policies or procedures in this handbook, please consult Kamran Niazi.

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1 MATERNITY

Introduction

This document sets out our policy relating to new and expectant mothers (women who are pregnant, have given birth within the last six months or are breastfeeding), maternity leave, maternity pay and all other relevant issues. It is designed to be as comprehensive as possible.

Any queries about this policy should be referred to contact Kamran Niazi.

Risk assessments

We will carry out a specific health and safety risk assessment if we have been notified in writing by a new or expectant mother that she is pregnant, has given birth within the last six months or is breastfeeding (written evidence from a GP or a registered midwife must be provided if requested by us). The risk assessment shall take into account any written advice provided by their health professional.

If any risks are identified, then we will take action to remove, reduce or control the risk.

If the risks cannot be removed and the new or expectant mother is an employee, then we will implement the first feasible alternative from the following list:

1. Temporarily adjust her working conditions and/or hours of work
2. Offer her suitable alternative work (at the same rate of pay)
3. Suspend her from work on paid leave for as long as necessary to protect her health and safety and, if applicable, that of her unborn child

If the risks cannot be removed and the new or expectant mother is a temporary agency worker, then we will implement the first feasible alternative from the following list:

1. Temporarily adjust her working conditions and/or hours of work, so long as she has already accrued the requisite 12-week qualifying period
2. Inform her recruitment agency that an adjustment has not been possible

Managers should regularly monitor the work being undertaken by new or expectant mothers. This must be done during pregnancy, especially in the developmental stages, and also during the six months after the birth and while breastfeeding. This is important to ensure their continuing ability to work safely.

New or expectant mothers who find that their health is suffering or being adversely affected by their work should contact Kamran Niazi.

Suitable facilities

A suitable place to rest or to express milk will be provided to expectant mothers who are still at work or mothers who are breastfeeding following their return to work.

Time off for antenatal care

Expectant mothers shall be entitled to reasonable time off (with pay - for our employees only) to keep appointments for antenatal care made on the advice of a registered medical practitioner, registered midwife or registered health visitor. If requested, an expectant mother shall produce, from one of these professionals, a certificate confirming pregnancy, along with some proof that an appointment has been made.

Fathers may apply for leave to attend antenatal appointments. See **Attending antenatal appointments** below.

Right not to be subjected to detrimental treatment

This means that new and expectant mothers must not be penalised, for example, for pregnancy-related absence. Pregnancy-related absence will be recorded separately if it is identified as such on the sick certificate or on the self-certification form (as applicable). Pregnancy-related absence, including absence in connection with antenatal appointments, will not be taken into account when considering absence levels.

Maternity leave

Ordinary maternity leave

An employee will be entitled to take 26 weeks' ordinary maternity leave, no matter how long she has been employed by us and no matter how many hours she works each week. Subject to the eligibility requirements set out below, an employee will be entitled to statutory maternity pay for this period.

Additional maternity leave

At the end of an employee's ordinary maternity leave, she will be entitled to a further 26 weeks' additional maternity leave. Subject to the eligibility requirements set out below, an employee will be entitled to statutory maternity pay for a further 13 weeks. This will make the employee's total leave period a maximum of 52 weeks, during which the employee will be entitled to statutory maternity pay for 39 weeks.

Starting maternity leave

An employee can choose to start her maternity leave at any time after the start of the 11th week before the week in which her child is due, unless:

1. She is ill for a reason related to her pregnancy at any time after the start of the 4th week before her child is due, in which case, her maternity leave will automatically start on the first day of her absence; or

2. Her child arrives unexpectedly early and before she has started maternity leave, in which case, her maternity leave will start on the day that her child is born.

Notification requirements

Notice an employee must give us

By the end of the 15th week before the expected week of the birth of her child (or, if that is not reasonably practicable, as soon as possible thereafter) an employee must give notice to Kamran Niazi of the following:

1. That she is pregnant

2. The week her baby is expected to be born (note that for these purposes a week begins on a Sunday). The employee should enclose a Form MATB1 signed by her GP or midwife with her notice

3. The date when she intends starting her maternity leave

4. An employee is entitled to change her proposed start date (as many times as necessary) by giving Kamran Niazi at least 28 days' written notice. An employee can vary the start date to either:

• A later start date by giving us at least 28 days' notice before the last start date she informed us of

• An earlier start date by giving us at least 28 days' notice of the new proposed date

A form for the purpose of giving notice of pregnancy or changing the proposed start date can be obtained from Kamran Niazi.

Maternity pay

Eligibility for statutory maternity pay ('SMP')

If an employee has at least 26 weeks' service by the end of the 15th week before her child is born and her normal weekly earnings are not less than the lower earnings limit applying to National Insurance contributions, she will be entitled to receive SMP whether or not she intends to return to work. If she does not

qualify for SMP, she may be able to claim state maternity allowance. Kamran Niazi will be able to advise employees on how to claim this.

Terms of payment

SMP is payable for 26 weeks during an employee's ordinary maternity leave period, and for a further 13 weeks during her additional maternity leave period. An employee can expect to receive 9/10ths of her average weekly earnings for the first 6 weeks and then whichever is the lower of either the statutory rate or 9/10ths of her average weekly earnings, for the remaining 33 weeks. The employee will be given a statement of her exact entitlement when she starts her maternity leave. An employee's SMP will be paid into her bank account on the same date that she would have received her salary, and will be subject to the usual deductions for tax, National Insurance and pension contributions.

Notice an employee must give us

To claim SMP, an employee must notify Kamran Niazi in writing of her absence on maternity grounds 28 days before she is due to receive her first payment or, if that is not reasonably practicable, as soon as possible thereafter.

Contractual benefits

If an employee is taking ordinary or additional maternity leave, her contract of employment will continue and she will receive the benefits of the terms and conditions of her employment for the duration, except salary.

All employees on maternity leave

During maternity leave an employee will remain entitled to the benefit of our implied obligation of trust and confidence, and the terms and conditions relating to notice of dismissal, compensation in the event of redundancy and our disciplinary and grievance procedures. An employee will continue to be bound by the duty of good faith and to the terms in her contract of employment relating to giving notice on resignation and disclosure of confidential information.

Holidays

An employee will continue to accrue any statutory or contractual entitlement to annual holiday leave during both their ordinary and additional maternity leave.

The employee may not take their annual holiday entitlement whilst on maternity leave and any untaken annual leave must be taken before their maternity leave begins or after their maternity leave ends.

Keeping in touch

An employee may carry out up to 10 days' work for us during her maternity leave period without bringing her maternity leave to an end. This work may be work an employee is expected to do under her contract of employment, and may include training or any other activity undertaken for the purpose of keeping in touch with the workplace. An employee will be paid their usual salary for time spent working on such days or, at our discretion, receive paid time off in lieu for such a day. This will not be permitted during the two weeks following the birth of an employee's child. Any days' work carried out will not have the effect of extending an employee's maternity leave period, nor her entitlement to statutory maternity pay. Moreover, an employee may make reasonable contact with us from time to time without bringing her maternity leave to an end. We will not insist on an employee carrying out work during the maternity leave period, and an employee will not suffer any detriment for refusing to undertake such work.

Pension contributions

An employee's maternity leave period during which she will be receiving statutory maternity pay or contractual maternity pay will be treated as pensionable service and we will therefore continue to make

contributions (if previously paid), based on her usual salary (i.e. the pay the employee would have received had she been working normally) on her behalf into our pension scheme. The payment of pension contributions will be suspended during any unpaid additional maternity leave.

Compulsory leave

An employee is prohibited from working for a period of two weeks commencing with the day on which her child is born. This is a compulsory legal obligation intended to benefit both the employee and her new child.

Returning to work

Notification requirements

We will, within 28 days of receiving an employee's notification of intended absence, respond to the employee in writing setting out her expected date of return. If she intends returning to work at the end of her maternity leave, she is not required to give any further notification to us.

Returning to work early

If an employee wishes to return to work before the end of her maternity leave period then she must give at least 8 weeks' prior notice of the return date. Failure to give this notice may result in us postponing the employee's return to work.

Contractual rights when returning to work

An employee will have the right return to a job with the same seniority, pension rights and similar rights. They will also have the right to return to a job with the same terms and conditions (including remuneration) that are as favourable as they would have been if she had not gone on leave.

Right to return to the same job after leave

An employee will be entitled to return to the same job they had before taking leave if:

• she took only ordinary maternity leave; or

• she took no more than 4 weeks of parental leave on its own; or

• the ordinary maternity leave or parental leave of 4 weeks or less followed another period of statutory leave (such as additional maternity or shared parental leave but not parental leave) and the total leave taken for her child was 26 weeks or less.

Right to return to the same or alternative job after leave

An employee will have a right to return to the same job if she returns to work:

• during or at the end of her additional maternity leave period; or

• after having taken more than 4 weeks of parental leave; or

• after having taken a period of ordinary maternity leave or parental leave that does not comply with the above section *Right to return to the same job after leave*.

However, if we cannot reasonably return an employee to the same job, she will be entitled to another job that is both suitable and appropriate to do in the circumstances.

Returning to work on a flexible, part-time or job-share basis

It may be possible for an employee to return to work on a part-time or job-share basis. This will depend on a number of considerations including her grade and position before she started her maternity leave. If an

employee wants to request a variation to her contract of employment to create more flexibility in relation to her hours, the times she works or her place of work, she should ask Kamran Niazi for an application form.

Deciding not to return to work

If an employee decides not to return to work, she must immediately tell Kamran Niazi.

If an employee is too ill to return to work

If an employee cannot return to work because she is ill, she should notify Kamran Niazi who will advise the employee how much, if any, sick leave she is entitled to.

Combining maternity leave and parental leave

An employee's right to take parental leave is not affected by her right to maternity leave. If an employee satisfies the conditions for each right then she may take a combination of parental leave and maternity leave.

Attending antenatal appointments

Certain employees and agency workers who have a 'qualifying relationship' with an expectant mother, have a right to time off during their working hours to accompany her to an antenatal appointment.

The time off is limited to 2 occasions, each limited to a period of 6.5 hours.

Agency workers will have to fulfil certain qualifying criteria before having this right.

The 'qualifying relationship'

Employees or agency workers have a qualifying relationship if any of the following apply:

• They are the expectant mother's husband or civil partner.

• They live with an expectant mother in an enduring family relationship and are not her relative.

• They are the expected child's father.

• They are in a same-sex relationship and will be treated as the child's other parent under the assisted reproduction provisions in the Human Fertilisation and Embryology Act 2008 (HFEA).

• They intend to apply for a parental order under the HFEA 2008 for a child who is expected to be born to a surrogate mother. Both they and the other applicant must be a married couple, a couple in a civil partnership, or 2 people living in an enduring family relationship who are not related to each other.

Eligibility of agency workers

Before having the same rights as our employees to attend antenatal appointments with an expectant mother, an agency worker will need to have completed the 12-week qualifying period as required by the Agency Workers Regulations 2010. During that time, they must not have taken on a different role or had a break between assignments.

Making a request to attend an antenatal appointment

Within 14 days of the intended antenatal appointment, the employee or agency worker must provide us with a written declaration confirming the following:

• That they have a qualifying relationship with the expectant mother or expected child.

• That the purpose of taking the time off is to attend an antenatal appointment.

• That the appointment has been made on the advice of a registered doctor, registered midwife or registered nurse.

• The date and time of the appointment.

This information can be given to us in electronic form, such as email.

Substituting maternity leave for shared parental leave

Employees who are entitled to shared parental leave can take up to 50 weeks off (or 48 weeks off if the mother works in a factory) to help care for a child after the mother takes her period of compulsory maternity leave. The employee's maternity leave entitlement will be divided between the employee and her partner.

To receive shared parental leave, a child's mother must end her maternity leave early by either returning to work or giving us a written notice.

Parents can also receive up to 37 weeks of statutory shared parental pay if they are eligible for it.

See page 9 for more information about this.

2 SHARED PARENTAL LEAVE

Introduction

SPL is taken by a mother giving up her right to maternity leave, maternity pay or maternity allowance. She must do this by either returning to work or giving her employer a written notice. Once done, her remaining entitlement can then be divided between her and her partner. Similarly, a mother's right to maternity pay or maternity allowance can be given up and then divided so that SSPP is paid to the mother and/or her partner while taking SPL.

Employees who are entitled to shared parental leave can take up to 50 weeks off (or 48 weeks off if the mother works in a factory) to help care for a child after the mother takes her period of compulsory maternity leave.

SPL is optional; employees who have a right to take maternity leave do not have to take SPL.

Adoptions

SPL also applies to parents who want to adopt in the UK. Adoption can include a child adopted from a surrogate mother where a couple have applied for a parental order. It will also include foster children adopted under the 'Fostering for Adoption' scheme run by local authorities.

In this policy, references can be substituted as follows:

• 'main adopter' for 'mother';

• 'adoption leave' for 'maternity leave';

• 'adoption pay' for 'maternity pay';

• 'match date' for 'child's expected week of birth'; and

• 'placement date' for 'child's date of birth'.

Qualifying for SPL

An employee will be entitled to SPL if they meet the statutory qualifying criteria set out below.

1. Relationship to the child

The employee must care for, and have the main responsibility for the upbringing of the child, with:

• their spouse or civil partner;

• their partner (if the partner lives with the employee and the child; this includes same-sex relationships); or

• the child's other parent.

2. Employment

The employee must be:

• employed continuously for at least 26 weeks by the end of the 15th week before the expected week of childbirth (includes employees entering a surrogacy arrangement); and

• employed by us up to the week before the SPL is taken.

The employee's partner must have:

• worked in Great Britain (as an employee, self-employed person or an agency worker) for at least 26 weeks in a 66-week period up to the expected week of childbirth; and

• earned no less than the maternity allowance threshold (£30) in 13 of those 66 weeks.

The criteria for the employee's partner is known as the 'employment and earnings' test.

3. Other criteria

The child's mother must be entitled to maternity leave or pay, or maternity allowance, and must have returned to work or given notice to end their leave or pay. The employee must also provide the necessary notices and declarations set out below (under 'Information' and 'Declarations') and any evidence that we might request.

How an employee can end her maternity leave and pay

To start SPL, the child's mother must first end any maternity leave or pay, or maternity allowance. The type of notice will differ depending on which of these the mother is entitled to. If the child's mother is our employee, she must either return to work or give us a written notice to say that she will return.

The notice must be given at the same time that she gives notice to take SPL or statutory shared parental pay (SSPP). If the child's mother is our employee and her partner has given their employer a notice and declaration, the mother must give us a declaration of consent and entitlement at the same time as her notice to end her maternity leave or pay, or maternity allowance.

If the employee is entitled to maternity leave

The notice must state the date that her maternity leave will end. This must be on a date that is at least:

• 8 weeks after the date the employee gives us notice;

• one day after the compulsory ordinary maternity leave period of 2 weeks (or 4 weeks for factory workers); and

• one week before the last day of her period of additional maternity leave.

If the employee is not entitled to maternity leave but can receive statutory maternity pay

The notice must state the date that her statutory maternity pay will end. This must be on the last day of a week that is at least:

• 8 weeks after the date that we were given the notice;

• one day after her compulsory ordinary maternity leave (2 or 4 weeks) ends; or if she does not have this right:

• 2 weeks after the end of the pregnancy; and

• one week before her maternity pay ends.

If the employee is entitled to maternity allowance

The notice must be given to the Department for Work and Pensions, stating the date that her maternity allowance will end. This must be on a date that is:

• one day after her compulsory ordinary maternity leave (2 or 4 weeks) ends; or if she does not have that right, at least:

• 2 weeks after the end of the pregnancy;

• 8 weeks after the date she gave us the notice; and

• one week before her maternity allowance ends.

The employee must provide us with a copy of this notice to us within 5 days of giving it to the Department for Work and Pensions.

Cancelling a notice

The child's mother can cancel her notice before the date specified in the notice, by giving written notice to us, but only if one of the following applies:

• Neither parent is entitled to receive SPL or SSPP. In this case, the employee must give notice within 8 weeks of the mother giving her notice to end maternity leave (the employee cannot cancel if neither parent is entitled to receive SPL or SSPP if the notice was to end her maternity pay period or maternity allowance period).

• The mother's partner dies. In this case, she must give notice to cancel within a reasonable time of the death. The notice must state the date of her partner's death.

The employee can also cancel SPL before her child is born or if her partner dies if she has given us notice to end her maternity pay period or maternity allowance period. This must be provided before the date given in that notice, as long as the employee gives us (or for maternity allowance, the Department for Work and Pensions) their notice to cancel within 6 weeks of the child's birth or within a reasonable time of her partner's death. Note that this cancellation right does not apply to adoptions.

Applying to take SPL and SSPP

An employee must give us a written notice of their entitlement to take SPL and/or SSPP. It must contain the information described under 'Information' and 'Declarations' below.

1. Information

The notice must contain the following information:

• The employee's name

• Their partner's name

• The start and end dates of maternity leave that has been (or will be) taken or received (or maternity pay or maternity allowance periods if the mother does not qualify for maternity leave)

• The total amount of SPL and SSPP that is available, and how much the employee and their partner want to take (the SPL dates can either be estimated or fixed dates)

• The expected week of childbirth

• The child's date of birth (if the child is unborn, this must be given as soon as reasonably possible and, in any event, before the employee starts any SPL or being paid SSPP)

2. Declarations

The employee's notice must also contain the following declarations:

If the employee is the mother

• She fulfils or will fulfil the statutory qualifying criteria for SPL and (if being claimed) SSPP

• That the information given in the notice is accurate

• She will immediately inform us if she ceases to care for her child

• If SSPP is being claimed, she will immediately inform us if her maternity pay period ceases to be reduced

• If SSPP is being claimed, the date on which her maternity pay period or maternity allowance period began and by how many weeks it is, or will be, reduced

Her partner's declaration must state:

• Their name, address and National Insurance number (or that they do not have a National Insurance number)

• That they fulfil or will fulfil the 'employment and earnings' test

• That they (together with the mother) have the main responsibility for the upbringing of the child when the child is born

• That they are the child's father or parent, or the other parent's spouse, civil partner or partner

• That they agree to the amount of SPL and/or SSPP that they both want to take

• That they consent to us processing the information contained in their declaration

If the employee is the child's father or other parent

• They fulfil or will fulfil the statutory qualifying criteria for SPL and (if being claimed) SSPP

• The information given in the notice is accurate

• They are the child's father or parent, or the other parent's spouse, civil partner or partner

• They will immediately inform us if they cease to care for the child or if the child's mother informs them that she is no longer entitled to maternity leave, statutory maternity pay, maternity allowance or has withdrawn their notice to end it

• If SSPP is being claimed, they will immediately inform us if the child's mother informs them that her maternity pay period or maternity allowance period ceases to be reduced

Their partner's declaration must state:

• Their name, address and National Insurance number (or that they do not have a National Insurance number)

• That they fulfil or will fulfil the 'employment and earnings' test

• That they (together with their partner) have the main responsibility for the upbringing of the child when the child is born

• That they are entitled to maternity leave, statutory maternity pay or maternity allowance and have either returned to work or given notice to their employer to end it

• If SSPP is being claimed, the date on which their maternity pay period or maternity allowance period began and by how many weeks it is, or will be, reduced

• If SSPP is being claimed, that their maternity pay period or maternity allowance period is, and continues to be, reduced and that they will immediately inform their partner if this is not the case

• That they will immediately inform their partner if they are no longer entitled to maternity leave, statutory maternity pay or maternity allowance or have withdrawn their notice to end it

• That they consent to the amount of SPL that they both intend to take and to their partner's intended claim for SSPP (if any)

• That they consent to us processing the information contained in their declaration.

The employee must give the notice and declarations at least 8 weeks before they want to take SPL and SSPP.

If the child's mother is our employee, it must be given at the same time as her notice to end her maternity leave or pay, or maternity allowance.

If the child's mother is our employee and her partner has given their employer a notice and declaration, the mother must give us a declaration of consent and entitlement at the same time as her notice to end her maternity leave or pay, or maternity allowance.

If our employee is the partner, the notice and declarations must contain the mother's declaration.

If we discover that the employee's declaration is in any way untrue or in breach of our policy, the employee will be disciplined in line with our disciplinary procedure and may be dismissed. In certain circumstances, this may be regarded as gross misconduct.

3. Providing evidence

We have a right to ask an employee for certain evidence. After receiving the employee's notice, we have 14 days if we want to ask for:

• a copy of the child's birth certificate (or, for adoptions, one or more documents issued by the adoption agency showing its name and address, the date of being told of the match with the child and the date the adoption agency expects the child to be placed); and

• the name and address of the employer of the employee's partner.

If a birth certificate has not been issued, the employee must give a written declaration stating this, as well as the date and location of the child's birth. If the employee's partner has no employer, the employee must also give us a written declaration stating this. The declaration must be signed by the employee.

The employee must provide the evidence or written declaration(s) within 14 days of the date we requested it.

Booking a period of SPL

Before booking shared parental leave (SPL), the employee must first apply for it. When we approve it, the employee can then book it. When an employee wants to book a period of SPL, they must give us a written notice. This is a called a 'booking notice'.

We must be given the booking notice at least 8 weeks before the employee wants their SPL to start. The booking notice must state the start and end dates of each period of SPL they want to book. Each period of SPL must be booked in blocks of at least one week. The booking notice can request more than one period of SPL.

If the employee gives the booking notice before the child is born, the employee can state the SPL dates in the notice will:

• start on the day the child is born, or on a specified number of days later; or

• end on a specified number of days after the child is born.

For example, the employee can say in the notice that they want to book 3 weeks' notice to begin '3 weeks after the child is born'.

What can be booked

An employee can book a single continuous (unbroken) block of SPL or discontinuous (split) blocks. An example of booking a discontinuous period of leave can be, booking 2 weeks' SPL, then returning to work for 4 weeks and then taking a further 3 weeks' SPL.

We must approve requests for periods of continuous leave, but we can reject a request for discontinuous periods of leave. We can also propose an alternative.

Employees who intend to book discontinuous periods of leave should contact Kamran Niazi to discuss this in advance.

An employee will be allowed to submit a maximum of 3 notices to book or change (see below under 'Changing a period of SPL') dates for SPL.

Our response to requesting discontinuous periods of leave

We can arrange a meeting to discuss the request. We will tell the employee our decision within 2 weeks, starting from the date that we were given the booking notice. If we agree to the request, or we agree alternative dates with the employee, within the 2 week period, the SPL will start on the agreed dates.

If an agreement is not reached in those 2 weeks, the employee will be entitled to take their requested amount of leave as a continuous period.

In these circumstances, they can:

• select their start date, which must be after at least 8 weeks, beginning with the day the booking notice was given to us; or

• use the start date originally given in the booking notice for discontinuous leave; or

• withdraw their notice requesting discontinuous periods of SPL (this will not then count as one of the 3 allowed notices). The employee must do this on or before the 15th day after the employee gives the notice to us. For example, if the notice is given on 1 January, the employee will have until 16 January to withdraw it.

If an employee chooses a new start date, they must inform us within 5 days after the end of the 2-week period.

Changing a period of SPL

We must be given a written notice if the employee wants to change a period of SPL. When changing a period of SPL, the employee can do any of the following:

1. Change the start or end date of any period of SPL

If the employee wants to change the start or end dates of any SPL period, they must give us at least 8 weeks' notice before both the date being changed and the new date. Therefore, they can change the start or end date to:

• a later date, by giving us notice at least 8 weeks before the previous start or end date (depending on which date is being changed); or

• an earlier date, by giving at least 8 weeks' notice of the new proposed date.

2. Cancel a period of SPL

If the employee wants to cancel SPL, they must give us at least 8 weeks' notice before what would have been the start date.

3. Change the type of SPL requested

The employee can also change a period of SPL from continuous to discontinuous, or vice versa. If changing to discontinuous periods of leave, we may arrange a meeting to discuss the request. For details of how we can respond, see above under 'Our response to requesting discontinuous periods of leave'.

Each notice changing SPL will count as one of their 3 allowed notices to book or change their SPL. However, a notice will not count as one of the 3 if it has been given:

• because the child was born before or later than their expected week of birth (this does not apply to adoptions);

• to request discontinuous periods of SPL and that request is subsequently withdrawn; or

• at our request.

How a notice must be sent

All notices in this policy must be given personally, emailed or posted to Kamran Niazi.

It will be considered delivered on the day the employee gave, emailed or posted it to us.

Special circumstances

If the child is born before the expected date of birth

If the mother or her partner have given an application notice to take SPL and/or SSPP and have booked their SPL, they will not have to give 8 weeks' notice to start SPL so long as:

• they give us a notice changing their original booked SPL; and

• the gap between the date of birth and the new SPL start date is the same as the gap between the expected date of birth and the original SPL start date; and

• they are not changing the length of the SPL; and

• they give us this notice as soon as reasonably possible after the child is born.

If the child is born 8 weeks or more before the expected date of birth

If the mother or her partner have given an application notice to take SPL and/or SSPP but have not booked their SPL, or if they have not given an application notice, they will not have to give 8 weeks' notice to start SPL so long as:

• they give the application notice and/or booking notice (as appropriate) as soon as reasonably possible after the child is born; and

• the booking notice requests the SPL to start within 8 weeks of the child's birth.

If the child dies

If an employee has not already given us an application notice or a booking notice, they cannot now do so. If some SPL has already been booked, they will be entitled to take the booked period of SPL, but cannot take any more. If an employee wants to change their plans, they can either:

• change the booking notice once to reduce the booked period of SPL, having given us 8 weeks' notice of the new end date; or

• cancel their entitlement to take SPL.

If the mother dies

In all the circumstances given below, the mother must have met the requirements of the 'employment and earnings' test and been entitled to maternity leave or pay, or maternity allowance, before they died. Also, the other parent must have a qualifying relationship to the child immediately before her death.

1. If the mother did not give a notice to end their maternity leave or pay (or maternity allowance) and the other parent has given notice to take SPL, the other parent will:

• be entitled to 52 weeks of SPL less any maternity leave or pay (or maternity allowance) that has already been taken;

• not have to give us any evidence;

• need to state the mother's date of death in their notice to take SPL;

• not have to provide the mother's declarations; and

• will not have to give us 8 weeks' notice to apply for or book SPL if it is not reasonably possible to do so. Instead, it can be given as soon as reasonably possible, as long as it is before SPL is due to start. This applies to the application notice and the first notice given to us after the mother's death.

2. If the mother gave notice to end their entitlement, but the other parent has not yet given notice to take SPL, the other parent:

• will be entitled to 52 weeks less the amount by which the mother reduced her entitlement in her notice ending her maternity leave or pay, or maternity allowance;

• will not have to give us any evidence;

• must give the mother's date of death in their notice to take SPL;

• will not have to provide the mother's declarations; and

• will not have to give us 8 weeks' notice to take SPL if it is not reasonably possible to do so. Instead, it can be given as soon as reasonably possible, as long as it is before SPL is due to start. This applies to the application notice and the first notice given to us after the mother's death.

3. If the other parent has given notice to take SPL, it will not matter if the mother ended the maternity leave or pay, or maternity allowance.

• The other parent will be entitled to 52 weeks of SPL less any maternity leave or pay (or maternity allowance) that has already been taken.

• The other parent will not have to give us any evidence if, before the mother died, the 14-day period to provide it has not ended or we have not requested it;

• The other parent must provide the mother's date of death in the first notice that they give after the death, giving details of the period of SPL they wish to book or change;

• The other parent will not have to provide the mother's declarations in any notice to change a booked period of SPL;

• The other parent will not have to give us 8 weeks' notice to book SPL if it is not reasonably possible to do so. Instead, it can be given as soon as reasonably possible, as long as it is before the SPL is due to start (this applies to the first notice that they give after the mother's death).

• The other parent can give us a fourth booking notice providing details of a period of SPL they wish to take or change a pre-booked period of SPL if, when the mother died, they had already given 3 of these notices.

If the other parent dies after the mother has given her application notice

If the other parent dies, they must have met the requirements of the 'employment and earnings' test before they died. Also:

• The mother must be entitled to take SPL;

• The mother will not have to give us any evidence if before the other parent died, the 14-day period to provide it had not ended or we have not requested it;

• The mother must provide the other parent's date of death in the first booking notice or revised booking notice that she gives following the death, giving details of the period of SPL she wishes to take or change;

• The mother will not have to provide the other parent's declarations in any revised booking notice;

• The mother will not have to give us 8 weeks' notice to book SPL if it is not reasonably possible to do so. Instead, it can be given as soon as reasonably possible, as long as it is before the SPL is due to start. This applies to the first booking notice or revised booking notice that she gives after the other parent's death; and

• The mother can give us a fourth booking notice providing details of a period of SPL she wishes to take or change if, when the other parent died, she had ready given 3 notices.

Statutory qualifying criteria for SSPP

Qualifying parents can receive a maximum of 37 weeks of statutory shared parental pay (SSPP) (after taking the compulsory 2 weeks of their maternity pay or maternity allowance).

To receive SSPP, the mother must end their 39 weeks' maternity pay or maternity allowance early. The remaining amount can then be used to receive SSPP for her and/or her partner while taking SPL.

We must also be given a notice of the employee's entitlement to take SSPP.

An employee will be entitled to SSPP if all of the following are true:

• They meet the criteria to receive SPL (see 'Qualifying for SPL').

• They have earned at least the lower earnings limit for Class 1 National Insurance Contributions for the 8 weeks up to and including the last day of the 15th week before the expected week of childbirth.

• They will be caring for the child while on SPL and receiving SSPP.

An entitled employee can expect to receive SSPP at the lower of the statutory rate or 90% of their normal weekly earnings. SSPP is paid in the same way as salary, subject to deductions for tax and National Insurance contributions.

Employees can get more information, including the current SSPP rate, from Kamran Niazi.

Contractual rights while on SPL

Terms of employment contract

While taking SPL, an employee's contract of employment will continue and they will receive the benefits of all the terms and conditions of their employment, except salary.

An employee will still be bound by their duty of good faith and to all the terms in their contract of employment, including terms for giving notice to resign and disclosing confidential information.

Holidays

During SPL, an employee will still accrue any statutory or contractual entitlement to annual holiday leave at the rate given under their employment contract. The employee must not take their annual holiday entitlement while on SPL.

If an employee's SPL will cross into the next holiday year, they must take any untaken annual leave that will continue into the next holiday year before their SPL begins (unless this is not reasonably possible). In this case, a maximum of one week's holiday entitlement can be carried over or, if greater, the amount allowed in an employee's contract of employment. The carried-over holiday must be taken immediately before returning to work, unless the employee's manager states otherwise.

Pension contributions

An employee's SPL period, during which they will be receiving SSPP or contractual shared parental pay (if it applies), will be treated as pensionable service.

We will therefore continue to make any contributions (if we previously paid this) on their behalf into our pension scheme, according to the pension scheme's rules. The contributions will be based on the salary they received before taking leave. We will stop contributing if SSPP is not payable during any period of SPL.

An employee's contributions will be deducted from their SSPP or contractual shared parental pay (if it applies). Their contributions will be based on the SSPP or contractual additional parental pay that they receive, rather than their usual salary.

Keeping in touch days

An employee can do up to 20 days' work for us during their SPL without ending their leave. These are called 'keeping in touch' days, or KIT days. This can be work an employee is expected to do under their employment contract and can include training or any other activity done to keep in touch with the workplace.

The KIT days will be in addition to any 'keep in touch days' taken by employees who took maternity leave.

An employee will be paid their usual salary for time spent working on a KIT day or, at our discretion, receive paid time off in lieu of a KIT day.

Any days' work carried out will not extend an employee's SPL period, nor their entitlement to SSPP.

An employee can make reasonable contact with us from time to time without bringing their SPL to an end. We will not insist on an employee carrying out work during their SPL, and an employee will not be punished for refusing to do this work. A KIT day must be discussed, agreed and arranged in advance with their manager or Kamran Niazi.

Redundancy

If we propose to make an employee redundant while they are taking SPL, the employee will first be offered a suitable and appropriate alternative role in our business (if one is available).

The alternative role will not be significantly less favourable, in terms of the required capability, skill, location and the terms and conditions of employment, than the employee's current employment contract.

Changing the return date

If an employee wants to end a period of SPL early, they must give us 8 weeks' written notice of the new return date. If they have already given us 3 notices to book or change their SPL dates, they will not be able to change it without our permission.

If an employee has some unused SPL entitlement and wants to extend their SPL, they must give us a notice to do this at least 8 weeks before the date they were due to return to work. If they have already given us 3 notices to book or change the dates of SPL, they will not be able to change it without our permission.

Returning to work

After taking SPL, an employee has a right to return to work to the same job that they had before taking SPL. However, this might not be the case if the employee takes a period of SPL that:

• followed 2 or more consecutive periods of leave that included a period of additional maternity or adoption leave, or a period of more than 4 weeks' parental leave; or

• when combined with a period of paternity, maternity or adoption leave, equals more than 26 weeks.

In these cases the employee will be entitled to return from SPL to the role they had before they left, but only if it is reasonably possible for us to do this. If it is not, the employee will return to another job that is both suitable and appropriate for them to do.

An employee will have the right to return to a job with the same seniority, pension rights and similar rights. The employee will also have the right to return to the same terms and conditions (including remuneration) that are as favourable as they would have been if the employee had not gone on leave.

Returning to work on a flexible, part-time or job-share basis

It may be possible for an employee to return to work on a part-time or job-share basis. This will depend on a number of considerations including their grade and position before they started their SPL. If an employee

wants to request more flexible hours, change the times they work or their place of work, they should ask Kamran Niazi for an application form.

Deciding not to return to work

If an employee decides not to return to work, they must immediately tell Kamran Niazi and provide a notice of resignation as required by their employment contract.

If an employee is too ill to return to work

If an employee cannot return to work because they are ill, they must tell Kamran Niazi who will tell the employee how much, if any, sick leave that they will be entitled to.

3 PATERNITY LEAVE

Paternity leave policy

This policy provides employees with a general outline of the statutory provisions relating to paternity leave and pay. Paternity leave is available for spouses, civil partners and partners of a mother.

If employees wish to take paternity leave, they are advised to obtain further guidance from Kamran Niazi.

Adoptions

This policy also applies to parents adopting a child in the UK.

Adoption can include a child adopted from a surrogate mother where a couple have applied for a parental order. This also includes foster children adopted under the 'Fostering for Adoption' scheme run by local authorities.

Paternity leave

Policy

This policy deals with the right to take paternity leave and to receive paternity pay following the birth of a child or the adoption of a child from within the United Kingdom.

Subject to the eligibility and notification requirements below, if an employee wishes to take leave to care for a newborn or newly adopted child or to support the child's mother or adoptive parent, they may be entitled to:

1. Either 1 or 2 whole weeks of paternity leave
2. Statutory paternity pay (SPP)

Eligibility

Employees are entitled to take paternity leave if all of the following are true:

• They have been continuously employed by us for 26 weeks by the end of the 15th week before the expected week of childbirth.

• They are either the biological father of the child, or the mother's husband, civil partner or partner.

• Where they are not the child's father, they have or expect to have responsibility for the upbringing of the child.

Employees are also entitled to take paternity leave if all of the following are true:

• They have been continuously employed by us for 26 weeks ending with the week in which the adoptive parent is notified of being matched for adoption.

• They are either married to, the civil partner of, or the partner of the adoptive parent.

• They have or expect to have responsibility for the upbringing of the child.

We reserve the right to ask employees to provide a self-certificate or declaration as evidence that they meet the above eligibility conditions.

Notification

If an employee wishes to take paternity leave, they must notify Kamran Niazi of the following:

1. The expected week of childbirth or the date on which the adoptive parent was notified and the expected date of the placement
2. Whether they wish to take 1 or 2 weeks' leave
3. The date they wish their paternity leave to start

This notification must be made by the end of the 15th week before the expected week of childbirth, or no later than 7 days after having been notified of having been matched with a child, or as soon as is reasonably practicable.

Starting your leave

An employee may start paternity leave:

1. On the date of birth or placement
2. A set number of days after the date of birth or placement
3. Another set date

Leave may start on any day of the week but must be taken within 56 days of the date of birth or placement.

If an employee wishes to change the start date, they must provide Kamran Niazi with 28 days' prior notice as soon as possible, unless this is not reasonably practicable.

Statutory paternity pay

If an employee qualifies for paternity leave on the above basis, he/she may be entitled to SPP.

The rate of SPP is currently the same as the standard rate of statutory maternity pay. SPP is paid in the same way as salary, subject to deductions for tax and National Insurance contributions.

Further information, including the up-to-date SPP rate, can be obtained from Kamran Niazi.

Terms and conditions during leave

During paternity leave, employees will benefit from the express and implied terms and conditions that would have applied had they been at work, except for those concerning remuneration, specifically wages and salary. Employees will continue to accrue their contractual holiday entitlement in the usual way.

Returning to work

An employee will have the right return to a job with the same seniority, pension rights and similar rights. They will also have the right to return to a job with the same terms and conditions (including remuneration) that are as favourable as they would have been if they had not gone on leave.

Right to return to the same job after leave

Following paternity leave, employees will be entitled to return to the same job that they had before taking paternity leave if any one of the following is true:

• They only took paternity leave.

• The paternity leave did not follow more than 4 weeks of parental leave.

• The paternity leave followed another period of statutory leave (except parental leave) and the total leave taken was 26 weeks or less.

Right to return to the same or alternative job after leave

An employee will have a right to return to the same job if they return to work after having taken a period of paternity leave that does not comply with the above section *Right to return to the same job after leave*. However, if we cannot reasonably return an employee to the same job, they will instead be entitled to another job that is both suitable and appropriate to do in the circumstances.

Substituting paternity leave for shared parental leave

Employees who meet certain requirements have a right to statutory shared parental leave.

Shared parental leave is taken by dividing the mother's maternity leave, or the main adopter's adoption leave, between them and their partner. To receive shared parental leave, a child's mother or main adopter must end their maternity or adoption leave early. They must do this by either returning to work or giving us a written notice.

Parents can also receive up to 37 weeks of statutory shared parental pay if they are eligible.

If employees choose to take shared parental leave instead of paternity leave, they will not be able to take any paternity leave for the same child.

See page 9 for more information about this.

4 NOTIFICATION OF SICKNESS OR OTHER ABSENCE

Notification of absence

If an employee is absent from work for any reason and the absence has not previously been authorised, they shall inform, or arrange for someone else to inform, their line manager by 12:00on the first day of absence.

An employee shall properly explain any unauthorised absences, and in the case of any absences of uncertain duration, they shall keep us regularly informed of its expected duration.

Subject to any terms to the contrary contained in an employee's contract of employment:

4.1 If an employee is absent from work due to sickness or injury for seven days or less, they shall complete our self-certification form on their return to work.

4.2 If an employee is absent from work due to sickness or injury for more than seven days, they shall provide us with a general medical statement on the eighth day of sickness or injury. Thereafter, an employee shall provide medical statements on a weekly basis.

4.3 If an employee is absent from work due to sickness or injury for four weeks, we may refer him/her to the 'Fit for work service' (FFWS), which is a government-funded occupational health assessment service. An employee's doctor may also refer the employee to the FFWS before we do. If so, the employee does not have to inform us. If the employee does, or if the FFWS case manager wants to contact us, then the employee, or the case manager, should contact their line manager.

Persistent short-term sickness absence is, in the absence of any underlying medical condition or other

reasonable excuse, a disciplinary matter, and will be dealt with in accordance with our disciplinary procedures (section 17).

Sickness and annual holiday leave

Employees are entitled to a statutory minimum of 28 days' holiday leave. This entitlement consists of:

• 20 days (4 weeks) under EU (European Union) law, and

• 8 days under UK law.

Special rules apply for the 20 days' EU entitlement if an employee is absent from work because they are sick or injured. The employee's EU entitlement shall continue to accumulate while the employee is on sick leave. They will have the option to:

• take their unused EU entitlement at the same time as their sick leave and receive their normal rate of pay; or

• carry their unused EU entitlement into the next holiday year if they are unwilling or unable to take their holiday entitlement because they were on sick leave. Any carried over leave must be used within 18 months of the holiday year in which it accumulated.

Absence while on long-term sick leave during a holiday year will be pro-rated based on the employee's full holiday entitlement.

Entitlement to carry over holiday leave

Subject to the right to carry over holiday leave if the employee is absent from work due to sickness or injury, an employee shall not otherwise be entitled to carry over any unused holiday leave (unless authorised by us). This includes the 8-day balance of their statutory holiday leave and any additional holiday entitlement given under the employee's contract of employment (above the 28-day statutory minimum leave).

Notifying us

The following rules apply to an employee's statutory holiday entitlement and not any additional holiday entitlement granted by the employee's contract of employment:

• If the employee is sick or injured immediately prior to taking their pre-arranged holiday entitlement, they must inform, or arrange for someone else to inform, their line manager by 12:00GMT on the first day of their sickness or injury of their condition and state if they wish to postpone their pre-arranged holiday entitlement to a later date. Thereafter the employee must inform, or arrange for someone else to inform, their line manager by 12:00GMT on each day that he/she is sick or injured and regards himself/herself as unable to work.

• If the employee is sick or injured during their pre-arranged holiday entitlement, they must inform, or arrange for someone else to inform, their line manager by 12:00GMT (or as soon after as possible, if abroad) on the first day of their sickness or injury of their condition and state if they wish to receive additional days' holiday entitlement in lieu of the period of time for which they are sick or injured whilst on annual leave. Thereafter the employee must inform, or arrange for someone else to inform, their line manager by 12:00GMT on each day that he/she is sick or injured and regards himself/herself as unable to work.

Sickness or injury is defined as a state of health that would prevent the employee from carrying out their normal duties.

Any claim by an employee for payment of sick pay and to postpone any pre-arranged holiday leave, or to claim holiday leave in lieu of a period of time whilst they are sick or injured, will only be granted on the condition that the employee complies with the above notification requirements and provides us with a doctor’s note or other official medical evidence, which is satisfactory to us, describing the illness or injury,

providing an opinion on whether the employee is or is not fit for work (taking into consideration the type of work undertaken by the employee) and advising on the length of time they recommend that the employee is unable to work. The doctor's note or other medical evidence must come from an independent source and not a friend or relative of the employee.

If we discover that the employee's claim or the medical evidence supporting it is in any way untrue or in breach of our policy then the employee will be disciplined in accordance with our disciplinary procedure and may be dismissed. In certain circumstances, this may be regarded as gross misconduct.

Sick pay

We operate the Statutory Sick Pay scheme, and the employee shall co-operate in the maintenance of the necessary records of our Statutory Sick Pay scheme.

For the purpose of calculating an employee's entitlement to Statutory Sick Pay, ‘qualifying days’ are those days on which an employee is normally required to work.

We may use payments made to an employee under our sick pay provisions or other contractual obligations, to discharge our liability to make payments under the Statutory Sick Pay scheme.

If an employee complies with the requirements in this section regarding notification of absence and the supply of medical statements, we shall pay Statutory Sick Pay where applicable.

Where we have agreed to pay an employee more than their entitlement to Statutory Sick Pay ('enhanced sick pay') under the terms and conditions of their employment, then we may withhold, suspend or discontinue the enhanced sick pay payments if the employee is absent from work due to sickness or injury whilst they are the subject of any disciplinary action or performance management or have been suspended or are under investigation in connection with any matter with which they are involved.

5 LEAVE OF ABSENCE

Paid annual leave

The provisions relating to employees' entitlement to paid annual leave are set out in the employee's contract of employment.

Jury service and other public duties

Should an employee be called up for jury service or required to attend court to give evidence as a witness, he/she must notify his/her line manager as soon as is reasonably practicable. Time off work will be granted in these circumstances. The employee will be required to provide a copy of the court summons to support his/her request for time off work. He/she has no contractual or statutory right to be paid for time not worked due to jury service or other related public duties. Any payment of salary made by us during this period is at our absolute discretion, and will be subject to the deduction of any monies received from the court in respect of loss of earnings. The employee must therefore submit a claim to the court for loss of earnings and claim the full allowance available to him/her. If, on any day on which he/she attends court, the employee is told that his/her services are not required, the employee must then return to work as soon as possible and report to his/her line manager before starting work.

Membership of the Volunteer Reserve Forces

If an employee is a member of the Volunteer Reserve Forces, he/she may use the paid annual leave entitlement to carry out his/her duties, provided he/she complies with the provisions relating to paid annual leave set out in his/her contract of employment in the section on holidays. We expect an employee to use paid annual leave first before applying for further time off.

Otherwise, any further time off relating to membership of the Volunteer Reserve Forces will only be granted at our absolute discretion, and an employee has no contractual or statutory right to be paid for this leave. Any payment of salary made by us in such circumstances is at our absolute discretion. If an employee wishes to

apply for this type of leave, he/she should apply in writing to his/her line manager stating the period of leave requested and the reasons for it.

Medical appointments

Appointments with doctors, dentists and other medical practitioners should, as far as is reasonably practicable, be made outside of the normal hours of work, or with the minimum disruption to the working day (i.e. made at the beginning or end of the working day).

Time off work to attend medical appointments must be authorised in advance. An employee should seek authorisation from his/her line manager. In any event, unless there are exceptional circumstances, no more than two hours should be taken off work for any one appointment. With the exception of antenatal appointments, an employee has no contractual or statutory right to be paid for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is made at our absolute discretion.

Time off for family emergencies

If an employee has any dependants, namely a spouse, child, parent or someone living in the same household as the employee (other than an employee, tenant, boarder or lodger), then the employee shall be entitled to take a reasonable amount of unpaid time off to:

1. Help or make arrangements when a dependant falls ill, goes into labour, gives birth or is injured or assaulted
2. Make arrangements following the death of a dependant
3. Deal with an incident involving a dependent child during school hours, or on a school trip or in circumstances where the school had responsibility for the child
4. Deal with an unexpected disruption or breakdown in care such as a childminder or nurse failing to turn up

An employee must tell us as soon as it is reasonably practicable of the family emergency and the need for unpaid time off.

An employee must tell us how long he/she expects to be absent, unless this is impossible until the point at which the employee returns to work.

An employee is only entitled to take a reasonable amount of unpaid time off for unforeseen family emergencies, and if an employee knows in advance of the need to take time off, then the time off should be taken as part of the employee's holiday entitlement.

Special unpaid leave

We may, in certain circumstances, consider requests for special unpaid leave, for example, for the purposes of education, family responsibilities or for important personal reasons. However, we expect employees to use their paid annual leave first. Otherwise, any further time off for special reasons will only be granted at our absolute discretion and an employee has no contractual or statutory right to be paid for this leave. If an employee wishes to apply for special leave, he/she should apply in writing to his/her line manager stating the period of leave requested and the reasons for it. Requests for special leave will be assessed on their individual merits and circumstances. Special leave is operated entirely at our discretion and it may be withdrawn at any time.

General

Failure to return from leave and report for work on the due date of return without reasonable excuse is a disciplinary offence, and will be dealt with in accordance with our disciplinary procedures (section 17).

6 EQUAL OPPORTUNITIES

Policy statement

We are opposed to all forms of unlawful and unfair discrimination. We are an equal opportunity employer and are fully committed to a policy of treating all our employees and job applicants fairly and equally, regardless of:

• Marital or civil partnership status

• Age

• Disability

• Race (including colour, nationality, and ethnic or national origin)

• Sex

• Sexual orientation

• Gender, including gender reassignment

• Religion or belief

• Pregnancy and maternity

These will collectively be referred to as the 'protected characteristics', for the purposes of this policy.

No employee or job applicant should be harassed, victimised or directly or indirectly discriminated against because they possess a protected characteristic.

In addition:

• Part-time employees should not be treated less favourably then a comparable full-time employee.

• Fixed-term employees should not be treated less favourably than a comparable permanent employee.

• Employees and job applicants should be treated fairly and equally irrespective of their trade union status.

We will take all reasonable steps to provide a work environment in which all employees are treated with respect and dignity, and that is free of harassment based upon an employee's protected characteristic.

We will not condone or tolerate any form of harassment engaged in by our employees.

Scope

This policy applies to all individuals who work and apply to work for us, including:

• Contract workers

• Agency workers

• Volunteers (including those on work experience)

Implementing this policy

The directors and line managers will be ultimately responsible for the development, implementation and monitoring of this policy and ensuring that they actively promote it within the departments for which they are responsible.

In order to implement this policy, we shall:

• Ensure that, as far as is reasonably practicable, the policy is communicated to all workers to whom it applies.

• Ensure that it is always made available to view for all workers to whom it applies.

• Ensure that adequate resources are made available to fulfil our policy objectives.

• Provide equality training and guidance, as appropriate, to staff responsible for its implementation.

All staff that come under the scope of this policy:

• Have a duty to co-operate with us to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, victimisation, harassment and bullying in the workplace.

• Must comply with it and act in accordance with its objectives.

Complaints and enforcement

Action will be taken under our disciplinary procedures against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or victimisation. Serious breaches of this policy will be treated as potential gross misconduct, and could render an employee liable to summary dismissal. Employees should also bear in mind that they can be held personally liable for any act of unlawful discrimination. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

An employee should draw the attention of his/her line manager to suspected discriminatory acts or practices, or suspected cases of harassment or victimisation.

An employee who believes that they have suffered from an act of improper or unlawful discrimination, harassment, bullying or victimisation should at first instance inform his/her line manager. He or she will be entitled to raise a grievance in accordance with our grievance procedure, which must be used before pursuing a complaint at an Employment Tribunal.

An employee must not victimise or retaliate against another employee who has made, or is thought to have made, allegations or complaints of discrimination, victimisation or harassment, nor against anyone who has or is thought to have assisted that employee. Such behaviour will be treated as potential gross misconduct in accordance with our disciplinary procedures (section 17).

Recruitment, advertising and selection

We are committed to applying our equal opportunities policy statement at all stages of our recruitment and selection process.

Advertisements will encourage applications from all suitably qualified and experienced people. When advertising job vacancies, in order to attract applications from all sections of the community, we will, as far as reasonably practicable:

• Ensure advertisements are not confined to those publications or media which would exclude or disproportionately reduce the numbers of applicants with a protected characteristic.

• Avoid prescribing any unnecessary requirements which would exclude a higher proportion of applicants with a protected characteristic.

• Avoid prescribing any requirements as to marital or civil partnership status.

• Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees with a protected characteristic.

The selection process will be carried out consistently for all jobs at all levels and all applications will be processed in the same way.

The staff responsible for shortlisting, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application.

Person specifications and job descriptions will be limited to those requirements that are necessary for the effective performance of the job. Wherever possible, all applicants will be interviewed by at least two interviewers, and all questions asked of the applicants will relate to the requirements of the job.

The selection of new staff will be based on the role requirements and the individual's suitability and ability to do, or to train for, the job in question.

When assessing the suitability of a disabled job applicant, we will consider what reasonable adjustments can be made to work provisions, criteria and practices, or to work premises, in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

If it is necessary to assess whether personal circumstances will affect the performance of the role (for example, if the job involves unsociable hours or extensive travel), this will be discussed objectively, without detailed questions based on the protected characteristics or assumptions about the protected characteristics.

Promotion and equality training

We are committed to providing opportunities for advancement to our employees where possible. Any internal vacancies will be published to all eligible employees in such a way that they do not restrict applications from employees with a protected characteristic. The recruitment process will comply with the statements made in the above subsection on 'recruitment, advertising and selection'.

The promotion system will be periodically reviewed to ensure there is no unlawful discrimination or that a group of employees with a protected characteristic are not excluded from access to promotion, transfer and training.

We will make equality training available for all directors and line managers, if they so wish or if it is considered advisable, to help them identify discriminatory acts or practices, or acts of harassment or bullying. We will make training available to all employees, if they so wish or if it is considered advisable, to help them understand their rights and responsibilities in relation to dignity at work, and what they can do to create a work environment free from bullying and harassment.

Terms of employment, benefits, facilities and services

All terms of employment, benefits, facilities and services will be reviewed from time to time, in order to ensure that they comply with this policy.

Equal pay

We are committed to equal pay in employment. We believe our male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

Monitoring equal opportunity and dignity at work

If it is considered necessary, we will regularly monitor the effects of selection decisions and personnel and pay practices and procedures, in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of its working practices. If changes are required, we will implement them. We will also make reasonable adjustments to our standard working practices to overcome barriers caused by disability.

7 INTERNET AND ELECTRONIC COMMUNICATIONS POLICY

Purpose and scope

In this policy:

1. 'staff' refers to all individuals working for us at every level or grade, whether they are employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience

2. 'communication equipment' refers to any equipment used to access the internet or intranet or to communicate electronically, such as, but not limited to, texts, emails, faxes or online postings

3. 'texts' refers to SMS, MMS, and instant messaging

This policy aims to deal with the use and misuse of our communication equipment, and the inappropriate use of the internet and intranet and electronic communications by staff. These may cause the following:

1. Economic loss
2. Damage to our reputation
3. Loss of productivity
4. Complaints from members of staff or our customers/clients
5. Liability for discrimination or harassment.

Acceptable use

We expect all of our communication equipment to be used in a professional manner. They are provided by us at our own expense for our own business purposes. It is the responsibility of each member of staff to ensure that they are used for proper business purposes and in a manner that does not compromise our business in any way.

Members of staff may access and use our communication equipment in order to undertake their usual day-to-day activities and perform their obligations and duties, subject to any restrictions that are required for reasons of security, legal compliance, data protection, health or safety or which have been imposed following previous incidents of misuse.

We will permit minor and essential personal use of communication equipment outside of a member of staff's normal working hours (including during any unpaid lunch break), so long as it does not conflict with their contractual obligations, duties or responsibilities, our financial or business interests or this or any other policy in this handbook (such as the policies dealing with data protection and harassment).

Personal use of telephones and mobile phones is covered by a separate policy (at page 33).

Use of other equipment, our computer network and other systems is covered by a separate policy (at page 92).

Excessive personal use of our communication equipment or abuse of this policy may result in our refusing to allow continued personal use of our communication equipment, restricting access to use of email and the internet (such as by preventing access to certain websites) or placing such other restrictions as we deem to be necessary in the circumstances.

Personal use of our communication equipment may be monitored (see below).

Restrictions and unacceptable use

Staff must not damage or destroy our communication equipment. Vandalism or intentional unauthorised interference with our communication equipment constitutes an act of gross misconduct and could result in summary dismissal or immediate termination of contract.

Our communication equipment should not be used for any reason other than for its intended purpose.

Storage of personal files

Staff should not use our communication equipment to store their own personal files, information or data such as contacts, photographs and music files. We will not be responsible for protecting such personal files, information or data from loss or damage caused by viruses or spyware or for any loss suffered because they have been deleted, corrupted or unlawfully accessed, copied or disclosed to third parties.

Texts, emails and facsimiles

Staff should mark personal texts, emails and faxes as such and ask third parties communicating with them to do the same.

Maintaining confidentiality

Staff should not:

1. Transmit anything in a text, email or fax message which they would not want a third party to read

2. Communicate matters of a sensitive or personal nature by text, email or fax

3. Send or forward confidential material or information by text, email or fax without obtaining the prior authority of their line manager. All confidential external or internal communications sent by text, email or fax should be marked 'private and confidential'.

4. Send or forward a text, email or fax message over an unsecure network. Alternative forms of communication should be used if security may be in doubt. All confidential information or documents should, if using email, be encrypted.

Emails and faxes sent through the internet pass through a number of different computer systems, all with different levels of security. The confidentiality of messages may be compromised at any point along the way unless the messages are encrypted.

Texts sent over a mobile phone operator's network may not be secure and can be capable of being intercepted.

Offensive messages

Staff must not send or forward messages (including messages containing or attaching jokes, cartoons, videos, or links to websites) which are, or could be regarded as being, offensive, obscene, demeaning, defamatory, discriminatory, abusive, racist, harassing or derogatory. This also applies to such messages that have been sent or forwarded from a personal phone, email account or fax machine to a work telephone or mobile phone, email address or fax machine.

Other restrictions

Staff should not:

1. Send an email or fax which does not contain our standard disclaimer, notice to an unintended/wrong recipient, and information required by law (if appropriate)

2. Without the prior written consent of their line manager, send messages agreeing to terms or enter into a contractual relationship on our behalf. Note that a name typed at the end of an email is regarded as a signature.

3. Send or forward material or information which has, or is suspected to have been, obtained in breach of an obligation of confidentiality

4. Send or forward material or information which has, or is suspected to have been, obtained in breach of our intellectual property rights or that of a third party (such as breach of copyright)

5. Send or forward messages using any name other than their own

6. Open texts, emails or, in particular, attachments sent from an unknown source

7. Send or forward chain or junk mail or messages containing 'office gossip'

8. Send frivolous messages or unnecessarily copy or forward texts, emails or faxes to those who do not have a real need to receive them, as this may result in congestion of our telecommunications and/or computer networks

Staff should be aware that:

1. Electronic messages are admissible as evidence in legal proceedings

2. Deleting an email or text message does not mean that it cannot be recovered

3. Internal messages are not necessarily private and confidential, even if marked as such. The confidentiality of internal communications is better ensured if they are sent by internal post, if available, or delivered personally by hand.

The internet

Staff must not:

1. Access or view websites (including images or other available content) that are illegal, immoral, obscene, racist or offensive to others, such as websites containing pornographic material

2. Download material from a website (including images or other available content) that is illegal, immoral, obscene, racist or offensive to others

3. View or use webmail services (such as Hotmail or Gmail), unless they have obtained the prior written consent of their line manager

4. Engage in computer hacking or other related activities

5. Download or upload content (including images) to or from the internet that is obtained in breach of a third party's intellectual property rights

6. View or use social networking websites (such as Facebook, Bebo and Twitter), YouTube, chatrooms, or websites that allow users to share media or place a message or blog, unless they have obtained the prior written consent of their line manager

7. View or use gambling websites

8. View or use SMS or instant messaging services

9. Download programs or software from websites unless they have obtained the prior written consent of their line manager and an administrator of our electronic systems

10. Commit us to any form of contract or obligation through the use of the internet

11. Subscribe to website newsfeeds, blogs, mailing lists or other forms of subscription unless they have obtained the prior written consent of their line manager

12. Place postings on a website without obtaining prior written approval from their line manager. If permission is granted, the member of staff must ensure that the information being posted reflects our standards and policies, is not confidential or sensitive to our business and does not breach the copyright of a third party.

The above lists are non-exhaustive. Staff should not otherwise access or use the internet or a website in any other way that may expose us to any civil liability; could potentially damage our computer networks, servers, data or reputation; or could result in a complaint being made to us by a member of staff, our customers or clients, business partners or a third party.

Security

General

All members of staff are required to take reasonable steps to protect our communication equipment from unauthorised access and harm.

Staff are responsible for the general security of our communication equipment, which includes:

1. Ensuring that it is kept in a safe place at all times, particularly when travelling

2. Not allowing it to be used by anyone else, unless given prior authority to do so

3. Ensuring that it is always password protected to prevent unauthorised access

4. Turning off or locking it when left unattended

Passwords

Staff must not disclose password(s) for communication equipment to another person (including another member of staff) or allow them to be used, unless the other person is an administrator of our electronic systems, or they have been given prior authority to do so.

Staff must ensure that they regularly change the access password(s) for any communication equipment provided for their use. The current access password(s) must be provided to an electronic systems administrator before a member of staff stops working for us.

If a member of staff anticipates that someone may need access to their electronic files in their absence, then they should arrange for the files to be copied to somewhere where that person can access them.

Viruses

If we have authorised files or software to be downloaded from the internet or brought from home then they must be checked for viruses, spyware and other harmful programs before use. Staff should not rely on their own computer to adequately perform this task, but should instead refer direct to an electronic systems administrator.

Staff must not open or run any unknown or unrecognised '.exe' files. These should be deleted immediately upon receipt without being opened.

Staff should be vigilant and exercise caution when reviewing incoming emails. If an email is received from an unknown or unrecognised source or appears suspicious, then it should be reported to an electronic systems administrator, who should also be informed immediately if any communication equipment is, or is believed to be, infected by a virus.

We reserve the right to block access to email attachments or refuse to transmit emails if we believe that there is a security risk to our communication equipment.

Interference with communication equipment

Staff should not destroy, modify, disable or otherwise interfere with any of our communication equipment, as this could harm our business and may cause financial loss or damage to our reputation.

Installing software and adding hardware

Staff should not download or install any software or applications onto our communication equipment, without obtaining prior authorisation from their line manager and an electronic systems administrator.

Staff must not directly or indirectly (through the use of Bluetooth or other wireless technology) connect their own hardware devices (such as printers, USB memory sticks or flash memory cards) to our communication equipment without the prior approval of an electronic systems administrator.

Use of third party Wi-Fi services

Use of Wi-Fi services outside of our property poses a serious and real risk to the security of our electronic systems, data and information.

Staff using Wi-Fi enabled communication equipment outside of our property must ensure that, if required, it is connected using a secure network and in accordance with any advice provided from time to time by an electronic systems administrator, or that access to Wi-Fi on their communication equipment is disabled.

Monitoring

We are able, and reserve the right, to monitor all communications (including personal ones) made using email, telephones, mobile phones, the internet, voicemail and use of the internet.

We also record images taken from our internal and external security CCTV cameras, which are used for security purposes and the detection of crime.

Monitoring is undertaken on a continuous basis.

Monitoring is only undertaken to the extent required or permitted by law and as necessary for our legitimate business purposes.

Monitoring may take place in the following circumstances:

1. To comply with our regulatory obligations
2. To comply with our legal obligations, such as protecting staff from harassment
3. If we reasonably suspect that any member of staff is involved in an unlawful act (whether criminal or civil), such as acts of fraud or negligence
4. In order to protect our legitimate business interests such as protecting our intellectual property rights, confidential information and trade secrets, for training purposes and ascertaining that our policies and procedures are being complied with

Monitoring might include (but is not limited to):

1. Recording telephone (including mobile phone) conversations
2. Checking internet usage
3. Tracing which websites have been viewed
4. Checking email usage
5. Tracing where emails are being sent
6. Tracing the subject matter of emails
7. Retrieving the content of emails
8. Recording images captured from our CCTV security cameras

The information obtained from monitoring and recording may be used for:

1. Evidence in disciplinary proceedings
2. Evidence in court or tribunal proceedings
3. Matters concerning regulatory compliance
4. Legal compliance
5. Training staff

The information obtained from monitoring and recording may be disclosed to staff that are responsible for investigating alleged breaches of discipline, our professional advisers, our compliance officer, relevant witnesses or managers and other personnel involved in the disciplinary procedure. If necessary, such information may be handed to the police in connection with a criminal investigation.

Staff consent to monitoring (and recording) for the purposes stated in this policy, by use of or deriving a benefit from our communication equipment.

Consequences of breaching this policy

We consider this policy to be extremely important.

Any member of staff found to be in breach of this policy, such as for misuse or abuse of our communication equipment, may be disciplined under the disciplinary procedures (section 17) or in certain circumstances summarily dismissed for gross misconduct or (in the case of non-employees) have their contracts terminated.

Misuse of the internet and the sending of inappropriate texts, emails or faxes can, in certain circumstances, constitute a criminal offence.

8 TELEPHONE AND MOBILE PHONE USE

Telephone lines

Our telephone lines are for use by employees exclusively in connection with our business. Whilst we will tolerate essential personal telephone calls concerning an employee's domestic arrangements, excessive use of the telephone for personal calls is prohibited. This includes lengthy, casual chats and calls at premium rates. Not only does excessive time engaged on personal telephone calls lead to loss of productivity, it also constitutes an unauthorised use of our time. If we discover that the telephone has been used excessively for personal calls, this will be dealt with under the disciplinary procedures and an employee will be required to pay for the cost of personal calls made.

Personal telephone calls should be of short duration. Personal telephone calls should be timed so as to cause minimum disruption to employees' work and should, as a general rule, only be made during breaks except in the case of a genuine emergency.

An employee should be aware that telephone calls made and received on our telephone network may be monitored and recorded to assess employee performance, to ensure client and customer satisfaction and to check that the use of the telephone system is not being abused. If an employee wishes to make or take a particularly sensitive, private or confidential personal telephone call, he/she is advised that there is a designated telephone available, which will not be subject to any form of monitoring or recording by us. For further details, please speak to Kamran Niazi, who is in charge of personnel.

Mobile phones

Some employees may, from time to time, be issued with a mobile phone.

The mobile phone will be one of a series of mobile phones provided pursuant to a corporate contract negotiated and administered centrally by us. Employees shall not interfere with the arrangements made under such contract, or any of them.

Should the mobile phone be lost or stolen, employees must report that fact to us within 24 hours.

Employees may make personal calls and may send and receive personal texts on the mobile phone provided that the personal calls shall be no longer than 5 minutes in duration and provided that no personal calls shall be made and no personal texts shall be sent during working hours. Mobile phone accounts are monitored by us and employees shall be obliged to provide an explanation of individual call charges if requested and may be required to reimburse to us any charges for calls or texts which we reasonably consider to have been improperly incurred.

Employees are not permitted to load any software or data (e.g. MP3s) onto the mobile phone unless expressly allowed so to do by us. Employees must care for and use the phone in their possession in a responsible manner. In default, we may require employees to reimburse to us any costs incurred by us in relation to repairs to or replacement of the mobile phone necessitated by damage to or loss of the same. Employees are required to keep their mobile phone clean and in a serviceable condition to the best of their ability, and report all irregularities immediately to us.

Employees shall not use the mobile phone whilst driving a vehicle unless it is operating in hands-free mode.

9 DRESS CODE

We follow a business dress policy at all times, with the exception of weekend hours and designated casual dress days. However, on these days, it is important that our staff dress in such a way that colleagues are not offended. Staff in client facing roles, or who will be meeting clients on a particular day, will be required to dress in professional attire. Kamran Niazi, who is in charge of personnel, will be able to give employees guidance on what is appropriate dress for their particular role. Hair must be kept clean and tidy. Hair styles should be conservative and appropriate for the standards of a professional working environment.

If an employee has specific dress requirements which fall outside this policy (e.g. due to religious or cultural requirements), he/she must inform Kamran Niazi.

10 **ALCOHOL AND DRUGS**

Purpose and scope

In this policy:

1. 'staff' refers to all individuals working for us at every level or grade, whether they are they are directors, officers, partners, employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience.

2. 'drugs' refers to controlled substances, and prescribed or over-the-counter medication which are being, or are intended to be, misused or used contrary to medical instructions or advice.

3. 'controlled substances' refers to drugs that are unlawful under criminal law.

The consumption of alcohol or drugs can be the cause of serious problems within the workplace. Staff who drink or take drugs are more likely to work inefficiently, be late to or absent from work, suffer from impaired concentration, coordination, judgment or decision making, have work-related accidents and endanger their colleagues and members of the public.

In addition, the use of alcohol or drugs by staff increases the likelihood of acts of misconduct or criminal behaviour that may have an adverse effect on the morale of other members of staff or relationships with co-workers or damage our reputation and/or business.

Taking even small amounts of alcohol or drugs before or whilst working will affect work performance, and there could be serious health and safety consequences. Staff driving to work after a night's heavy drinking may have blood alcohol levels in excess of the legal limit and may be unfit to drive or perform their duties and may pose a risk to the health and safety of others.

We have an overriding duty to protect the health, safety and welfare of all members of staff and any visitors to the workplace.

This policy aims to deal with alcohol or drug use (whether continuous or irregular and including the proper and lawful use of over-the-counter medicine and prescribed medication) by individual members of staff which affects their conduct, attendance, performance or productivity.

Prescribed medication

Use of prescribed or over-the-counter medicines (even when used correctly in accordance with instructions or advice) might have a detrimental effect on staff performance, conduct or the ability to undertake certain duties.

Staff taking prescribed or over-the-counter medicines should seek advice or information from their GP or a pharmacist regarding the possible side effects and whether they should avoid performing any of their duties, such as using machinery.

Where appropriate, staff should immediately inform their their line manager of any possible side effects of their medication, and/or discuss any problems they may have with performing their duties. We reserve the right to require the member of staff to provide us with a medical report from their GP in circumstances where they have been told not to continue to undertake all or part of their duties.

Providing advice and support

We recognise that, for a number of reasons, members of staff could develop alcohol or drug-related problems.

It is our intention to deal constructively and sympathetically with staff who have alcohol or drug-related problems, such as alcohol or drug dependency.

When it is known that a member of staff has an alcohol or drug problem, the primary objective of any discussions will be to assist them with the problem in as compassionate and constructive a way as possible.

If a member of staff admits to having alcohol or drug-related problems they should be encouraged by their their line manager to seek treatment or rehabilitation. If the member of staff agrees to this, they should be informed of what support can be provided.

Depending on the circumstances, consideration should be given to:

1. Referral to an occupational health therapist or other appropriate treatment provider in conjunction with their GP.

2. Time off work to attend any recommended treatment by their GP or a medical/rehabilitation specialist and whether it should be treated as sick leave.

3. Temporary re-allocation to other duties before, during and/or after rehabilitation.

4. Suspension of any on-going disciplinary action in accordance with our disciplinary or capability procedures pending the outcome of the treatment or rehabilitation.

If after receiving help and support, the situation has not improved, the member of staff should be advised of the implications of any continuing problems with their performance, conduct or absence and should be given an indication of how the situation will be monitored and for how long.

Staff who unreasonably deny having alcohol or drug-related problems should be informed of the required improvements to their performance, behaviour or absence record (as appropriate), how the situation will be monitored and for how long.

If there is no improvement within the timescales given, the their line manager must contact Kamran Niazi, who may proceed to take action in accordance with our disciplinary or capability procedures.

If the member of staff refuses to seek help or discontinues a programme of treatment, this should not in itself provide grounds for disciplinary action. However, any unacceptable conduct, performance, absences or any conduct (whether due to actions or inactions by the member of staff) that poses a risk to the health and safety of other staff or members of the public, will be dealt with using our normal disciplinary or capability procedures.

Confidentiality

Any discussions with a member of staff concerning their alcohol or drug-related problems and the record of any treatment or other action taken to resolve their problem will be treated as being strictly confidential, unless the member of staff agrees otherwise.

However, there may be times when we will need to disclose some confidential information in order to protect the health and safety of other staff or the general public. If we need to disclose any confidential information we shall take all reasonable steps to provide the member of staff with advance warning of this and to let him/her know what information will be disclosed, to whom and the reasons why.

Prohibition of alcohol and drug consumption in the workplace

During working hours

All members of staff should be fit and capable of performing all their duties and responsibilities on arrival at work.

Staff must not:

1. Bring alcohol or controlled substances onto, or consume alcohol or drugs on, our premises at any time.

2. Drink alcohol or take drugs if they are required to drive in the course of performing their duties.

3. Drink alcohol or take drugs during their working day, whilst on breaks or at lunchtime, without obtaining the prior authority of his/her line manager.

4. Drink alcohol or take drugs whilst they are on operational standby or when undertaking on-call duties.

5. Drink alcohol or take drugs at meetings, conferences, exhibitions or media or social events taking place during the working day whether on our premises or at another site without obtaining the prior authority of his/her line manager.

Representing the business after working hours

Staff representing us at business/client functions, conferences, exhibitions, or at media or social events outside normal working hours:

1. Will be deemed to still be at work.

2. May only drink moderately if drinking alcohol, and are expressly prohibited from possessing controlled substances or using drugs.

3. Must ensure they are well within the legal limits if they are driving.

4. Must ensure that they remain professional at all times and must not, by their conduct, actions or inactions, detrimentally affect our business or reputation.

Please see the section (34) on Conduct on Business and Corporate Hospitality Events for more information.

After work

Staff activities after normal working hours and away from our premises are, of course, generally a personal matter and do not directly concern us.

Concern will arise if, because of the pattern or amount of drink or drugs involved, a staff member's attendance, work performance or conduct at work deteriorates or if their conduct damages the reputation of our business.

Disciplinary action

Disciplinary action will be taken in the following circumstances:

1. If a member of staff is found to have breached any of the above mentioned restrictions regarding the consumption of alcohol or use of drugs.

2. If misconduct takes place at work as a result of drinking alcohol or taking drugs.

3. If a member of staff is found, in the reasonable opinion of his/her line manager, to be under the influence of alcohol or drugs whilst at work. This could, for example, include circumstances where the member of staff has not committed an act of misconduct but is incapable of properly performing all or some of their duties to our required standards.

4. If a member of staff is believed to be buying or selling drugs on our premises.

5. If a member of staff is found to be in possession of controlled substances on our premises.

6. If the consumption of alcohol, use of drugs or possession of controlled substances by a member of staff damages the reputation of our business.

A breach of any of the above mentioned restrictions is a disciplinary offence and depending on the seriousness of the offence, it may amount to gross misconduct and could result in summary dismissal.

Any disciplinary action will be dealt with in accordance with our disciplinary procedures (section 17).

Staff found to be in possession of or selling controlled substances at work will be immediately reported to the Police.

We reserve the right to arrange for the member of staff to be escorted from our premises immediately, and sent home without pay for the rest of the day or shift if we believe that they have breached this policy.

Alcohol and drug testing

We reserve the right to carry out random alcohol and drug screening tests on those members of staff whose activities and job duties may have a significant impact on the health and safety of our workforce or members of the public, and only if necessary to achieve a legitimate business aim.

If a member of staff receives a positive test result this will be viewed as a gross misconduct offence, and potentially render them liable to summary dismissal in accordance with our disciplinary procedures.

Unreasonable refusal to submit to an alcohol or drug screening test will also be dealt with through our disciplinary procedures (section 17).

Searches

We reserve the right to search our premises as well as objects and persons on our premises, for evidence of any breach of this policy, which includes, without limitation, staff lockers, cabinets, desks and personal bags.

11 **SMOKING**

Purpose and scope

We have a duty to ensure, as far as practical, the health, safety and welfare of our employees at work.

Employees who smoke represent an unacceptable risk not only to their own health, but to those with whom they work as a result of passive smoking. Smoking also has a detrimental effect on our business because of associated absenteeism on the grounds of ill health and the increased potential for fire on our property.

Policy

In this policy, the term 'smoking' includes using an electronic cigarette, cigar or pipe (sometimes also referred to as vaping).

Smoking or being in possession of a lit cigarette, cigar or pipe or using an electronic cigarette, cigar or pipe is totally forbidden on all our premises, including the grounds, car parks and in any of our vehicles.

Procedure

Employees have the right to complain if the rules of this policy statement are not followed.

No employees shall suffer any detriment by exercising their rights under this policy.

Directors and line managers are responsible for ensuring that the policy is adhered to by all members of staff.

Any employee who needs assistance to adapt to the smoking policy is encouraged to come forward and ask for assistance. Employees should contact Kamran Niazi in the first instance for advice.

Failure to comply with the above rules is a disciplinary offence, and will be dealt with in accordance with our disciplinary procedures (section 17). Where the smoking creates a clear health and safety hazard, then such behaviour constitutes potential gross misconduct, and could render an employee liable to summary dismissal.

12 **DATA PROTECTION**

In the course of work, an employee may come into contact with, or use confidential or personal information about other employees, clients, customers and suppliers, for example, their names and home addresses. The **Data Protection Act 1998** contains principles affecting employees' and other personal records. Information protected by the Act includes not only personal data held on computer, but also certain manual

records containing personal data, for example, employees' personnel files forming part of a structured filing system.

An employee should be aware that he/she could be criminally liable if he/she knowingly or recklessly discloses personal data in breach of the Act. A serious breach of data protection is also a disciplinary offence, and will be dealt with under our disciplinary procedures (section 17). If an employee accesses another employee's personnel records without authority, this constitutes a gross misconduct offence and could lead to a summary dismissal.

The data protection principles

There are eight data protection principles that are central to the Act. We and all our employees must comply with these principles at all times in our information-handling practices. In brief, the principles say that personal data must be:

1. Processed fairly and lawfully and must not be processed unless certain conditions are met in relation to personal data and additional conditions are met in relation to sensitive personal data. The conditions are either that an employee has given consent to the processing, or the processing is necessary for the various purposes set out in the Act. Sensitive personal data may only be processed with the explicit consent of an employee, and consists of information relating to: race or ethnic origin; political opinions and trade union membership; religious or other beliefs; physical or mental health or condition; sexual life; criminal offences, both committed and alleged.

2. Obtained only for one or more specified and lawful purposes, and not processed in a manner incompatible with those purposes

3. Adequate, relevant and not excessive. We will review personnel files on a regular basis to ensure they do not contain a backlog of out-of-date information, and to check that there is a sound business reason requiring information to continue to be held.

4. Accurate and kept up-to-date. If an employee's personal information changes, for example, he/she changes address or he/she gets married and changes their surname, he/she must inform the line manager as soon as practicable so that our records can be updated. We cannot be held responsible for any errors unless an employee has notified us of the relevant change.

5. Kept for only as long as is necessary. We will keep personnel files for no longer than six years after termination of employment. Different categories of data will be retained for different time periods, depending on legal, operational and financial requirements. Any data that we decide we do not need to hold for a period of time, will be destroyed after approximately one year. Data relating to unsuccessful job applicants will only be retained for a period of one year.

6. Processed in accordance with the rights of employees and other data subjects under the Act

7. Stored with adequate security. Technical and organisational measures will be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, data. Personnel files are confidential and are stored in locked filing cabinets. Only authorised employees are permitted to have access to these files. Files must not be removed from their normal place of storage without good reason. Personal data stored on diskettes or other removable media must be kept in locked filing cabinets. Personal data held on computer must be stored confidentially by means of password protection, encryption or coding, and again only authorised employees are permitted to have access to that data. We have network back-up procedures to ensure that data on computers cannot be accidentally lost or destroyed.

8. Only transferred to a country or territory outside the European Economic Area if that country ensures an adequate level of protection for the processing of personal data

Employees' consent to personal information being held

We hold personal data about employees and their consent to us processing employees' personal data is a condition of their contract of employment. Therefore, by agreeing to their contract of employment, the employees also agree to their personal data being held and processed. We also hold limited sensitive personal data about our employees, and by signing the contract of employment, employees give their explicit consent to us holding and processing that data. Examples of sensitive personal data include records on

health, sickness absence, racial origin, trade union membership, sexual orientation and details of criminal offences.

Employees' right to access personal information

Under the provisions of the Act, employees have the right, on request, to receive a copy of the personal data that we hold about them, including their personnel file, to the extent that it forms part of a relevant filing system, and to demand that any inaccurate data be corrected or removed. Employees have the right on request:

1. To be told by us whether, and for what purpose, personal data about an employee is being processed
2. To be given a description of the personal data and the recipients to whom it may be disclosed
3. To have communicated in an intelligible form the personal data concerned, and any information available as to the source of the personal data
4. To be informed of the logic involved in computerised decision making

Upon request, we will provide an employee with a written statement regarding the personal data held about him/her. We reserve the right to charge employees a fee of up to £10.00 per request. To make a request, please apply to Adnan Niazi, who is in charge of data protection compliance, or such other person as we may notify you of from time to time (the data protection officer).

If an employee wishes to make a complaint that these rules are not being followed in respect of personal data we hold about him/her, he/she should raise the matter with the data protection officer. If the matter is not resolved to his/her satisfaction, it may then be raised as a formal grievance under our grievance procedures (section 17).

Employees' obligations in relation to personal information

Employees should ensure that they comply with the following at all times:

1. Do not disclose confidential personal information or sensitive personal data except to the data subject. In particular, it should not be given to someone from the same family or to any other unauthorised third party, unless the data subject has given his or her explicit written consent to this (or oral consent if the data subject is able to satisfactorily answer security questions confirming their identity).

2. Be aware that those seeking information sometimes use deception in order to gain access to it. Always verify the identity of the data subject and the legitimacy of the request, particularly before releasing personal information by telephone. If the data subject's identity cannot be satisfactorily verified, then suggest that the request be put in writing.

3. Do not print or copy personal information unless the prior authority of the data protection officer has been obtained. There must be a good business reason for printing or copying personal data. If authority is granted then the documents containing the personal data must be removed from the printer or photocopying machine as soon as they have been printed. This is particularly important in situations where the printer or photocopier is shared with other staff members. Personal data copied or transferred to an electronic storage device (such as a laptop, memory stick or card) must be securely encrypted.

4. Only transmit personal information between locations by fax or email if the prior authority of the data protection officer has been obtained and a secure network is in place, for example, a confidential fax machine or encrypted email

5. If an employee receives a request for personal information about another employee, he/she should forward this to the data protection officer, who will be responsible for dealing with such requests.

6. Ensure all personal data is kept secure, either in a locked filing cabinet or if computerised, that it is password protected.

7. Compliance with the Act is the responsibility of the employees. If employees have any questions or concerns about the interpretation of these rules, or any doubt over whether they can or cannot disclose

personal information having received a request, then they should take seek advice from the the data protection officer.

8. Ensure all personal information or sensitive personal data is accurate and kept up to date. Regular checks should be made to ensure compliance with this requirement of the Act.

9. If an employee believes that any data should be destroyed or erased because it is no longer required or is inaccurate, they should inform the data protection officer. The data protection officer should then confirm whether it should be kept or destroyed. If the data is to be destroyed then as a general rule, employees should shred paper files/documents and physically destroy any hard disks or other storage devices used to store electronic documents. Further guidance on how to destroy personal or sensitive data can be obtained from the data protection officer.

13 **HEALTH AND SAFETY POLICY**

It is our policy to provide healthy and safe working conditions for all employees. We recognise and accept our responsibilities in connection with the provision of adequate safety measures and the prevention of accidents.

We will not allow any unsafe working practices to operate in any of our departments, and it is the responsibility of the manager of each department to ensure that the welfare and safety of all employees under his/her charge, at all times takes precedence over any other consideration. In the event of any problems arising out of this responsibility, the manager of the department concerned shall raise the matter with Adnan Niazi.

For further information, please refer to the health and safety policy.

14 **ETHICS, CONDUCT, ANTI-BRIBERY AND ANTI-CORRUPTION POLICY**

Introduction

This policy sets out the principles and standards that we expect our staff to adhere to and the overriding standards of conduct that must be complied with whenever and wherever they perform their duties and responsibilities.

It also sets out how we aim to uphold our principles and standards and prevent bribery or any other corrupt practices from occurring.

In this policy the term:

1. 'bribe' or 'bribery' includes directly or indirectly giving, promising, offering, accepting, requesting or agreeing to accept or receive a financial or other advantage with the intention of inducing or influencing the 'improper performance' of a public or business function, duty or activity by an individual, or as a reward for the improper performance of a public or business function, duty or activity

2. 'corruption' includes the misuse of an individual's power, authority or position for unlawful, dishonest, unethical or immoral purposes or in order to gain an unlawful financial or other advantage

3. 'improperly perform' or 'improper performance' includes, but is not limited to, acting in a manner (including making decisions) which would not be reasonably expected in the circumstances, and may involve failing to act; acting other than in accordance with UK law or, where applicable, the written constitution, laws and published court judgments of a foreign country; or acting in breach of trust, in bad faith or without impartiality (being biased)

4. 'public official' means any person who holds either a legislative, administrative or judicial position, a political candidate or party official, someone who performs public functions in local government/municipal councils or who exercises public functions for a public state-owned agency or enterprise (such as a director of a state-owned company, a civil servant or a customs, military or emergency services official) and officials or agents of a public international organisation (such as the United Nations or World Bank)

5. 'senior officers' refers to all staff occupying roles at our uppermost and second-highest grades, levels or their equivalent and includes directors, officers and senior management

6. 'staff' refers to all individuals working for us at every level or grade, whether directors, officers, partners, employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience.

7. 'stakeholders' refers to all private or public commercial organisations (including charities and 'not for profit' bodies) that provide services to us or on our behalf including, but not limited to, contractors, agents, suppliers and business and joint venture partners

This policy must be communicated to all staff and stakeholders and any other individuals or organisations as becomes necessary, such as trade unions and government agencies.

This policy should be read in the light of and in conjunction with our other policies and procedures, including reimbursement of expenses, acceptance of gifts, conduct during business and corporate hospitality events, monitoring of communications and any whistleblowing policy.

This policy does not form part of any staff or stakeholder's contract unless it expressly incorporates it.

Purpose

This policy aims to set out:

1. Our principles and standards when conducting business and our position on acts of bribery or corruption by our staff or stakeholders whilst acting for us or on our behalf

2. The commitment of our senior officers towards maintaining high standards of conduct and the prevention of bribery and corruption

3. Information for staff and stakeholders of our requirements regarding their conduct when undertaking their duties, obligations or when acting on our behalf

4. Guidance for staff and stakeholders on the Bribery Act 2010 and what constitutes improper conduct

5. Steps to be taken to prevent bribery and corruption

6. Guidance on how to recognise bribery and corruption

7. The procedures for reporting breaches of this policy by staff or stakeholders

8. The responsibilities of staff and stakeholders in observing and upholding this policy (particularly the parts relating to the prevention of bribery and corruption) and potential consequences of breaching it

Our principles and standards

It is our policy to act with the utmost professionalism and in an honest, fair and open way when conducting our business, without using bribery or other corrupt or unethical practices in order to gain a business advantage. We therefore take a zero-tolerance approach to acts of bribery or corruption by staff or stakeholders.

We are committed to maintaining the highest legal and ethical standards and to complying in a proper and timely manner with our legal and regulatory (if any) obligations to our staff, stakeholders, customers, clients, the government and the general public.

These principles and standards must be kept in mind when recruiting staff and reflected in the way we operate, whether in the UK or abroad.

Senior officers' statement

This policy is unconditionally supported by the senior officers.

We take the prevention of bribery or corruption very seriously. Bribery and corruption are not victimless crimes.

We take the view that any acts of bribery or corruption by staff or stakeholders will cause severe, if not irreversible, damage to the integrity and reputation of the business, putting it at serious risk of losing some or all of our current clients or customers and detrimentally affecting our ability to take advantage of new

business opportunities. This could ultimately result in serious financial loss or possible closure and the loss of jobs.

In addition, the Bribery Act 2010 creates a number of criminal offences related to bribery, and acts of bribery by staff and stakeholders will expose the business and members of our staff to the risk of prosecution. This could result in heavy fines and/or up to 10 years' imprisonment.

The senior officers are committed to:

1. Conducting all our business activities with the utmost professionalism and in an honest, fair and open way whilst maintaining the highest ethical standards

2. Ensuring that they are aware of the laws and (where appropriate) regulatory requirements that affect the performance of their roles, seeking professional advice where necessary

3. Complying with all our legal and (where appropriate) regulatory requirements in a proper and timely manner

4. Demonstrating leadership by applying our principles and standards through their decisions, actions and communications and adhering to the practices stated in this policy

5. Enforcing a zero-tolerance policy towards acts of corruption or bribery by staff or stakeholders

6. Raising awareness of the need to combat bribery and corruption with staff and stakeholders by providing them with a copy of this policy and requiring compliance with it. We shall consider not entering into business relationships with stakeholders that refuse, or terminating existing business relationships if this policy has been breached.

7. Obtaining training on the Bribery Act 2010 and providing training to all appropriate staff and where necessary, external stakeholders

8. Creating and maintaining an 'open-door' policy for reporting genuinely suspected or actual acts of bribery or corruption by staff or stakeholders, whilst ensuring that individuals reporting such incidents will be protected from subsequent detrimental treatment or recrimination

9. Supporting reasonable initiatives by staff or stakeholders that are designed to reduce the risk of bribery and corruption

10. Ensuring that regular bribery and corruption risk assessments are undertaken and overseeing the monitoring, implementation and communication of this policy to staff and stakeholders

11. Being actively involved in major decisions effecting the terms, implementation and communication of this policy and the enforcement of major breaches of this policy

We shall oversee the creation of any management processes and procedures that are required to discourage bribery and corruption and to implement transparent financial and auditing practices which ensure all financial transactions are properly recorded and prevent the establishment of secret accounts.

In addition to the contents of this policy, our existing policies and procedures regarding the reimbursement of expenses, acceptance of gifts, conduct during business and corporate hospitality events and monitoring of communications, can assist in the prevention of bribery and corruption.

Our HR manager, Kamran Niazi (or such other person as we may designate from time to time), is responsible for the maintenance and implementation of this policy.

Staff found to have breached this policy or who have otherwise brought the reputation of the business into disrepute, will be subject to disciplinary action under our disciplinary procedures (section 17) or, if self-employed, will be regarded as being in material breach of contract and may have their contract for services terminated.

Depending on the circumstances, such behaviour may be treated as potential gross misconduct, and could render an employee liable to summary dismissal.

Conduct of staff and stakeholders

All staff and stakeholders are expected to conduct themselves in accordance with our principles and required standards of conduct.

All staff and stakeholders must act professionally and in an honest, fair and open way whilst upholding the highest ethical standards, whenever and wherever they represent us or perform their duties or obligations to us.

In addition, when working for us, staff and stakeholders agree and are obliged to:

1. Read, uphold and comply with this policy and ensure that they understand its contents
2. Act in accordance with the spirit of this policy in situations where strict compliance with this policy will or may result in an unintended effect, or where this policy does not provide any or sufficient guidance
3. Comply with all legal and regulatory requirements
4. Conduct themselves in a manner that will safeguard and enhance the reputation of our business
5. Treat others with dignity and respect
6. Not obtain or attempt to obtain an unfair advantage for us or for themselves through dishonest, improper, unethical or illegal practices
7. Not use their position or authority for personal gain
8. Not knowingly make any false or misleading statements to others

Staff and stakeholders must apply these standards through their decisions, actions (or inactions) and communications whenever and wherever they represent us or perform their duties or obligations to us.

Agreements with stakeholders

Before entering into a legally binding agreement for the services of a stakeholder or on renewal of an existing agreement, stakeholders must provide written confirmation that they have received and understand this policy and shall comply with it. Where we consider this to be appropriate, this policy and compliance with it should form part of the stakeholder's contractual obligations to us.

Stakeholders should be required to provide annual written confirmations of compliance with this policy if the term of their agreement lasts for more than one year.

Where appropriate, agreements with stakeholders should give us the power to undertake inspections of their premises and financial records.

Stakeholders must only be remunerated for legitimate services provided to us or on our behalf.

The Bribery Act 2010

Bribery, by staff and stakeholders is illegal under the Bribery Act. Conviction could result in a prison sentence of up to 10 years or an unlimited fine.

We may also be prosecuted under the Bribery Act if we fail to implement adequate policies and procedures preventing acts of bribery by our staff or stakeholders. If convicted we may be subject to an unlimited fine, which may have detrimental implications on our financial circumstances and consequently on our ability to continue trading.

The Bribery Act also outlaws facilitation payments, which it regards as bribes. Facilitation payments usually consist of cash payments (or payments in kind) to public officials to either expedite their performance of routine actions, duties or processes or to prevent them from performing their duties. For example, a payment to immigration staff to quickly process an application for a visa/work permit or to slow down the processing of a competitor's application.

Facilitation payments are not common in the UK but can be regarded as 'the normal way of getting things done' in some foreign jurisdictions.

Gifts and hospitality or entertainment payments may also, in certain circumstances, be regarded as a bribe by the Bribery Act and therefore could be illegal.

Improper conduct

Staff and stakeholders must not, whether in our name or on our behalf:

1. Commit or attempt to commit an act of bribery or corruption or any other illegal act, unless they or their immediate family have received real threats of actual harm

2. Authorise or instruct others to commit acts of bribery or corruption or any other illegal act unless they or their immediate family have received real threats of actual harm

3. Plan to commit acts of bribery or corruption or an any other illegal act

4. Directly or indirectly, offer, promise, give, accept or demand a facilitation payment unless they or their immediate family have received real threats of actual harm

5. Directly or indirectly, authorise or instruct others to offer, promise, give, accept or demand a facilitation payment unless they or their immediate family have received real threats of actual harm

6. Directly or indirectly, offer, promise, give, accept or demand excessive hospitality

7. Directly or indirectly, offer, promise, give, accept or demand gifts of cash or cash equivalents

8. Directly or indirectly make, offer or promise a contribution to candidates seeking to become public officials, political parties or other political organisations or authorise or instruct others to do so

9. Directly or indirectly make, offer or promise a donation to a charity or any other organisation, or authorise or instruct others to do so

10. Give in to demands, to make illicit or illegal payments to stakeholders, third parties or public officials (at whatever level) unless they or their immediate family have received real threats of actual harm

11. Carry out any activity that may result in a breach of this policy

Staff or stakeholders must ensure that they fully and accurately record all financial transactions made by or to us or on our behalf and transactions that directly or indirectly affect us, for example, sales figures used to calculate commission or bonus payments or payments from any funds we have provided (referred to below as 'relevant financial transactions').

Staff or stakeholders must not:

1. Hide, attempt to hide or fail to disclose any relevant financial transactions

2. Establish secret books of accounts or accounting documents

3. Knowingly make false, inaccurate or misleading entries in any books of account or accounting documents that record any relevant financial transactions

4. Knowingly create false, inaccurate or misleading documents that support the accounting entries of any relevant financial transaction

5. Make or approve any payment for a relevant financial transaction with the knowledge or belief that it will not be fully recorded in any books of account

6. Knowingly make false or inaccurate statements to our auditors

7. Destroy any accounts records or supporting documents that relate to the relevant financial transactions

8. Secretly divert funds to an undisclosed account

9. Create or obtain any undisclosed funds or assets

10. Use our funds or assets for unlawful purposes

These rules apply if the member of staff or stakeholder acts with the intention of obtaining a direct or indirect benefit or advantage for us, themselves or a third party and in circumstances where there is no intention to derive any benefit or advantage for anyone.

They also apply whenever and wherever they represent us or perform their duties or obligations to us.

Staff who have any questions about this policy, any conflicts between the application of this policy and our legal requirements and procedures or are in any doubt about whether their conduct or the conduct of others may breach this policy, should seek guidance from our HR manager (or such other person as we may designate from time to time).

Examples of improper conduct

The following provides a non-exhaustive list of conduct that we will regard to be in breach of this policy:

1. Promising, offering or giving a financial or other advantage to a foreign public official (or a third party at their request or with their approval) in order to influence the performance (or non-performance) of their functions or use of their power or authority, where it is not permitted or expressly required by their country's written laws to be influenced in that way. *Example: Promising to invest in a local community project so that our tender to provide services is accepted, where their country's laws do not expressly permit or require the foreign public official to take account of that promise*

2. Promising, offering or giving a financial or other advantage to a foreign public official (or a third party at their request or with their approval), in order to influence them to use their power or authority to make someone else perform (or fail to perform) their functions in a way that is not permitted or expressly required by their country's written laws. *Example: Offering to pay for a local politician's family holiday if he/she unlawfully persuades the local government authority to grant us a licence which would otherwise have been refused*

3. Promising, offering or giving a financial or other advantage to a UK public official or foreign or domestic business person so that they, or someone they instruct, improperly perform their business or public functions, duties or activities. *Example: Promising to pay a business agent to induce a UK politician to award a public services contract to us whilst disregarding our competition's tenders*

4. Rewarding a UK public official or foreign or domestic business person because they have, or someone they instructed has, already acted improperly when performing their public or business functions, duties or activities. *Example: Paying off the debts of a foreign business agent because they have paid facilitation payments on our behalf*

5. Promising, offering or giving a financial or other advantage to a UK public official or foreign or domestic business person whilst knowing or believing that if accepted it would itself constitute an improper performance of their functions, duties or activities. *Example: Offering to pay a police officer in order to obtain confidential information*

6. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, with the intention of improperly performing a business function, duty or activity. *Example: Being paid not to offer/sell our services to a client's competitor*

7. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, with the intention that another person will improperly perform their business or public functions, duties or activities. *Example: Agreeing to accept payment for your child's private education fees if you are able to induce a UK public official to grant a public licence without a formal application being made*

8. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, which if accepted would itself constitute an improper performance of your functions, duties or activities (whether or not you knew or believed that you were acting improperly). *Example: Requesting a cash payment to be paid to your relative, in order to disclose confidential business information to a third party in breach of your contractual obligations*

9. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, as a reward for having already improperly performed your business functions, duties or activities (whether or not you knew or believed that you were acting improperly). *Example: Requesting payment from a supplier after having ensured that they obtained a business contract ahead of others who provided better tenders*

10. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, as a reward for someone else having already improperly performed their public or business functions, duties or activities, at your request (whether or not you knew or believed that they were acting improperly). *Example: Requesting a bonus for obtaining confidential information about a competitor from one of their employees*

11. Improperly performing your functions, duties or activities (whether or not you knew or believed that you were acting improperly) in anticipation of, or as a consequence of, requesting, accepting or agreeing to receive a financial or other advantage, for you or for another person. *Example: Offering to supply our competitor with confidential business information for a cash payment and photocopying or downloading various documents in anticipation of reaching an agreement*

12. Another person improperly performs their business or public functions, duties or activities at your request or with your approval (whether or not you or the other person knew or believed that they were acting improperly) in anticipation of, or as a consequence of, your request, acceptance or agreement to receive a financial or other advantage, for yourself or for another person. *Example: On your request a UK public official obtains secret/confidential information regarding our competitor's tender for a public services contract and you, in anticipation of receiving the information, seek to be paid additional remuneration for disclosing it to us*

Preventing bribery and corruption

Risk assessments and due diligence

Effective risk assessment is essential to the successful prevention of bribery and corruption. By properly identifying the risks or potential risk, we can take steps to mitigate them.

Senior staff will oversee the undertaking of risk assessments by heads of department/team leaders or, where appropriate, branch managers.

Formal risk assessments should be undertaken at least twice a year and whenever there are planned changes to the business, such as (but not limited to), if we propose to:

1. Start doing business in another country
2. Move into a new business sector
3. Obtain public licences or permits (whether in the UK or abroad)
4. Acquire another business
5. Engage external suppliers (such as contractors)
6. Enter into joint ventures with others
7. Bid for public contracts
8. Take advantage of any other new business opportunity or enter into any relationship that involves engaging with a third party or public official

A risk assessment should also be performed whenever proposing to provide hospitality, entertainment, or gifts to a foreign public official.

All risk assessments must be documented and any risks identified should be immediately reported to a director.

Where risks have been identified which may involve the conduct of individuals, due diligence should be undertaken. This includes checks against personnel working in roles that risk exposure to bribery. Due diligence may involve general research or background checks on past activities and their reputation or undertaking indirect or direct investigations/enquiries.

A higher level of due diligence should be performed where there is a larger risk of bribery or corruption occurring.

Stakeholders should be regularly monitored in order to reduce the risk of bribery or corruption occurring. This will usually involve performing due diligence checks against the stakeholder at regular intervals, but may also include making unannounced visits or inspections.

Providing gifts, hospitality and entertainment

As mentioned above, these may also be regarded as a bribe under the Bribery Act and therefore could be illegal.

Staff and stakeholders should ensure that all such expenditure by us or made on our behalf or for our benefit is made in good faith, for legitimate business reasons (such as to improve our image, or as a PR exercise) and is not excessive but proportional to the type and cost of entertainment usually provided in our industry sector.

If a member of staff or a stakeholder intends to entertain any of our current or prospective customers or clients, a public official or any other person, whether within the UK or abroad, then they must obtain the written permission of his/her line manager (or a director if the employee is a line manager) before making any arrangements and provide them with the following details:

1. The names and positions of the proposed attendees/recipients
2. The reasons for the gift or entertainment and in particular how providing it is connected with our legitimate business activities/interests. *For example, undertaken to enhance a prospective client's knowledge of our business or as a public relations exercise to improve our image.*
3. What form the proposed entertainment will take. *For example, a restaurant meal or tickets to a sports event.*
4. The proposed gift. *For example, a food hamper.*
5. Where and when the proposed entertainment will take place or the proposed gift will be provided
6. Contact details of the proposed supplier(s) for the entertainment/gift and their estimated costs
7. The overall estimated cost

If permission is granted then the decision should be recorded, together with any conditions it is made subject to, the reasons why permission was given and the information provided by the member of staff or stakeholder.

Any conditions must be fully complied with. This will usually include ensuring that it is made clear, in writing, to all those either invited to attend any entertainment or in receipt of any gifts, that it is being provided without any obligation to provide or expectation by us to receive, any business advantage.

Wherever possible, the suppliers should be instructed by us and requested to invoice us directly for payment.

Facilitation payments

Facilitation payments are bribes and are illegal under the Bribery Act, unless the country in which they are being made has written laws or judgments legitimising such payments.

Facilitation payments must not be paid under any circumstances without our prior consent, unless staff or stakeholders are left with no alternative but to make payment in order to protect themselves or their immediate family from real and immediate threats of violence.

If we operate in a country where there is a real risk that facilitation payments may be requested then we shall seek advice from appropriate professionals regarding the local laws so that we can distinguish from properly (legally) payable fees and facilitation payments and how we can avoid or deal with demands for facilitation payments. We will then act on that advice and inform staff and stakeholders of the advice given, where it is necessary or appropriate.

In circumstances where staff or stakeholders are requested to make facilitation payments and we have not as yet sought or obtained such advice then they should contact a senior member of staff before taking any further action.

Staff and stakeholders may be required to take some or all of the following actions:

1. Obtain the name of the individual making the request for the facilitation payment
2. Enquire about the legitimacy of their request, including whether a receipt will be provided

3. Advise the individual of our policy not to pay facilitation payments as it is illegal and that the request must be reported to a member of our senior staff together with the individual's name, position and the amount demanded

4. Advise the individual that their request may be reported to the UK embassy

5. Refuse to pay and ask to be served by another person or request to see their superior

6. Report the event (even if it is resolved without making a facilitation payment) to a senior member of staff

7. Leave and return to the premises at another time bringing a lawyer, other professional adviser or a third party with you, as this may reduce the probability of being asked for a bribe

Appropriate training will be provided to staff or stakeholders that may be exposed to requests for facilitation payments.

Political and charitable donations

We do not make contributions to candidates seeking to become public officials, political parties or other political organisations, whether based in the UK or abroad.

We may make donations to genuine charities or local community projects (in the UK or abroad) so long as they are legal and ethical and are unlikely to be inferred as a bribe. Any request for a donation must be reported to a senior member of staff and where necessary a risk assessment and/or due diligence against the proposed recipient should be undertaken to establish, amongst other things, their legitimacy and connections with other groups or organisations. Ultimately, the final decision on whether a donation should be made and/or the amount will be for the board of directors.

Financial record keeping

Accurate record keeping through transparent financial and auditing practices plays a vital role in the prevention of bribery and corruption.

All of our financial records should be complete and accurate and reflect the true financial state of the business and disclose the true nature of all disbursements and transactions.

Our books of account and other accounting documents and records must be regularly maintained consolidated and updated using our available book-keeping and accountancy systems.

Our accounts must conform with our legal obligations, applicable tax laws and established accounting principles and to our existing internal control systems and practices (as amended from time to time).

We expect our stakeholders to ensure that their financial records:

1. Are complete and accurate and reflect the true financial state of their business

2. Disclose the true nature of all disbursements and transactions

3. Are regularly maintained, consolidated, updated and independently audited

4. Comply with their national legal obligations and accepted accounting principles

Where we consider it to be appropriate, our contract with a stakeholder should place obligations on it to comply with the above mentioned requirements and to provide us with access to their financial records in order to inspect and audit them.

Conflicts of interest

All direct and indirect conflicts of interest with our business, whether economic, personal or through family relationships, must be disclosed to us by staff and stakeholders as soon as they are known. Staff and stakeholders must also avoid situations which may give rise to a conflict of interest with our business.

This will include any direct or indirect interest or association:

1. That conflicts with our projects, business transactions or business plans
2. In or with our competitors
3. With members of our staff or stakeholders
4. That conflicts with our joint ventures

Staff must report all potential conflicts of interest to their immediate line manager. Senior staff must report all potential conflicts of interest to the board of directors.

Stakeholders must report all potential conflicts of interest to the board of directors.

Staff or stakeholders engaged in purchasing, the engagement of stakeholders and the procurement of new business or sales must make an annual declaration of any material interests or associations that they or their immediate family (parents, spouse, brothers and sisters, grandparents, parents' brothers and sisters and their children) or dependants have in or with our staff, stakeholders or other third parties we have engaged or entered into business relationships with.

We shall endeavour to ensure that staff with potentially material conflicts of interest will not be engaged in projects or transactions that could be affected by the conflict.

Monitoring of communications

We are able, and reserve the right, to monitor all communications (including personal ones) made by email or through the use of telephone systems (including faxes), mobile phones, the internet and by voicemail.

Monitoring is only undertaken to the extent required or permitted by law and as necessary for our legitimate business purposes.

Monitoring may take place if we reasonably suspect that any member of staff or stakeholder is involved in an act of bribery or corruption or any other unlawful act (whether criminal or civil), such as acts of fraud or negligence. See our policy on monitoring of communications for further details (at page 27).

Whistleblowing

We have an 'open-door' policy for reporting:

1. Acts of bribery, corruption or illegal acts by staff, stakeholders or third parties
2. Genuinely suspected potential acts of bribery, corruption or illegal acts by staff, stakeholders or third parties
3. Offers of a bribe from stakeholders or other third parties
4. Requests for a bribe from a public official (foreign or domestic), stakeholder or other third party
5. Any other breaches of this policy by staff or stakeholders

Staff who report a breach of this policy in good faith, even if they are mistaken, will have our support and shall be protected from subsequent detrimental treatment or recrimination.

Remuneration

Staff and stakeholders should receive competitive remuneration packages in order to reduce incentives to accept bribes or commit corruption.

Where appropriate, reward payments such as bonuses and commission should be limited to a maximum 'ceiling' figure to reduce incentives to commit acts of bribery or corruption in order to maximise revenues.

Training and communication

This policy must be communicated to all staff and stakeholders upon its implementation and thereafter following any amendments being made to it. In particular our zero-tolerance attitude towards acts of corruption or bribery should be emphasised.

This policy should also be communicated to any other individuals or organisations as and when it may become necessary to do so, such as to trade unions and government agencies.

Staff and stakeholders will also receive regular reminder communications regarding their obligations under this policy (at least once every 6 months).

Training on the Bribery Act and compliance with this policy will be provided to all new members of staff, and where necessary, external stakeholders.

It will also be provided to all senior staff, all existing staff and external stakeholders who have a high risk of exposure to bribery or corruption due to their role or location and staff who are responsible for either maintaining, implementing, communicating or enforcing this policy, such as line managers and staff who will investigate breaches of it.

Training will also be available to staff who reasonably request it.

Training should include (but not be limited to):

1. Our legal obligations under the Bribery Act
2. The criminal and commercial consequences for both us and individuals of breaching it
3. How to identify acts of bribery and corruption
4. How to respond to demands for bribes
5. The process for reporting demands for bribes or acts of bribery or corruption by staff, stakeholders or third parties
6. Examples of common situations/issues that might occur and how they should be handled

Reporting a concern

It is the joint responsibility of all staff and stakeholders to assist in the prevention, detection and reporting of any wrongdoing by individuals who are involved with our business activities, including acts of bribery and corruption.

Staff who are concerned or genuinely suspect that there has been or will be an instance of bribery, corruption or other wrongdoing by a member of staff, a stakeholder or our competitors should, as soon as possible, raise it with their line manager. If you feel that your concern has not been addressed or if you would prefer to raise your concern with someone else, then you should contact the HR manager.

Stakeholders who harbour similar concerns should, as soon as possible, contact our HR manager.

A concern can be raised verbally or in writing.

If the person you are attempting to contact is not available then the concern should be raised with any member of our senior staff.

Monitoring and review

The HR manager will be responsible for monitoring and reviewing this policy and updating it as necessary. This policy should be reviewed at least annually.

Staff and stakeholders are welcome to provide feedback on the contents of this policy and in particular on the following issues:

1. Whether it is clear and understandable
2. Issues regarding access to it
3. Improvements that could be made to it

Consequences of breaching this policy

The provisions of this policy will be rigorously enforced.

Any member of staff found to be in breach of this policy may be disciplined under our disciplinary procedures (section 17) and in certain circumstances may be summarily dismissed for gross misconduct.

Any stakeholder found to be in breach of this policy is unlikely to have their contract renewed and, if the circumstances permit, their contracts will be terminated.

Serious infringements of this policy including acts of bribery and corruption may result in referral to the police or serious fraud office and possible civil action to recover loss or damage to our business.

15 **TRADE UNION MEMBERSHIP**

Membership of a union is a matter for individual decision, and employees can join or not join any trade union they wish.

We currently do not recognise any trade union.

16 **REIMBURSEMENT OF EXPENSES**

General policy

Employees are entitled to be reimbursed for all reasonable expenses properly, wholly and exclusively incurred by them in the discharge of the employee's job duties, and which were authorised in advance (unless stated otherwise in their employment contract) by his/her line manager (or a director if the employee is a line manager). Employees are required to produce original receipts, tickets or invoices or such other evidence for their expenses as we may reasonably require.

Employees are encouraged to submit their expenses at the end of each month or as otherwise agreed. The longer an employee waits to make their claim, the more chance that the evidence required to support it could be lost.

Claiming back expenses

Expenses can only be claimed by using our approved form. The original receipts, tickets or invoices or other form of evidence must be attached to it. Where appropriate the receipts should state the amount of VAT paid. The form should then be given to his/her line manager (or a director if the employee is a line manager) for approval. The employee should keep a copy of the submitted form and attachments for their own reference.

Unauthorised and false claims

Unauthorised expenses and claims made for expenses that differ from those that were pre-authorised (such as if are of a different type or amount) will not be paid.

Employees who make expense claims in breach of this policy will not be paid.

Employees who are found to have made dishonest expense claims will be subject to disciplinary action under our disciplinary procedures (section 17). Depending on the circumstances of the case, such behaviour may be treated as potential gross misconduct, and could render an employee liable to summary dismissal.

Types of expenses

Travel

We will only reimburse legitimate business travel costs. This will not include travel which is:

1. Between an employee's home and usual place of work.

2. Mostly undertaken for an employee's personal benefit or purposes and only incidental business reasons.

3. To employee social events that take place after normal working hours.

Employees should select the most cost-effective form, and where appropriate, class, of travel.

If an employee has been authorised to use their own vehicle, then they should only do so if it is fully (comprehensively) insured for business use, has passed its MOT (which is unexpired) and it is safe to drive. Employees using their own vehicle can claim a mileage allowance in accordance with the current mileage rates authorised by HM Revenue & Customs. We will require evidence of the mileage incurred and any cost of parking. Any penalty charges, such as for speeding and parking fines incurred during the course of the business use, will not be reimbursed.

Employees travelling by train will be reimbursed for the cost of a standard-class ticket unless otherwise authorised. Employees travelling by London Underground will be reimbursed for the ticket cost of their journey or the cost of a daily travel card, whichever is lower. Only genuine expense to the employee will be reimbursed and not costs that the employee has incurred anyway, such as the purchase of a train or bus travel pass to get to work which can also be used for the business travel.

Any necessary air travel will be directly arranged (and paid) by us with a travel agency or airline. The employee should provide his/her line manager (or a director if the employee is a line manager) with:

1. The names and positions of the individuals flying, and if not our employees, their location.

2. Details of the destination(s) and length of the stay.

3. The names and positions of the individuals they will be meeting with at each destination.

4. The reasons for flying abroad and in particular how it is connected with our legitimate business activities/interests.

5. An itinerary of events or meetings that the employee will be attending whist abroad, to include times and locations.

6. Details required by us to book the ticket(s), including dietary requests, and to obtain any necessary entry visa.

Accommodation and meals

Employees should inform his/her line manager (or a director if the employee is a line manager) if they require overnight accommodation in good time before they travel. Any necessary overnight accommodation that is required during the course of an employee performing their duties will usually be arranged and paid for by us directly, except in the case of an emergency. If the employee arranges and pays for accommodation in an emergency situation then they should inform his/her line manager (or a director if the employee is a line manager) of their intention to do this at the earliest opportunity. The employee will be reimbursed the reasonable costs of accommodation in light of the circumstances.

The reasonable cost of meals (breakfast, lunch and dinner) and non-alcoholic drinks consumed by the employee will be reimbursed if an overnight stay away from the employee's home is required to fulfil their duties. These costs will not be reimbursed if they are included in the cost of the accommodation unless the employee has, in our opinion, a reasonable and justifiable excuse for not eating at the accommodation (such as having to attend a lunch meeting with clients or it not catering for their legitimate dietary needs). If, in our view, the employee's claim for these costs is excessive, taking into consideration the length of their stay, location, and legitimate dietary requirements, then the amount claimed will be reduced to a reasonable figure. For the avoidance of doubt, in the majority of cases we would expect the cost of a meal to be no more than that payable at a normal high-street restaurant chain.

Entertainment

If an employee intends to entertain any of our current or prospective customers or clients, a public official or any other person, whether within the UK or abroad, then they must obtain the permission of his/her line manager (or a director if the employee is a line manager) before making any arrangements.

For the purposes of this policy, a 'public official' includes any elected or appointed persons within the UK or abroad who:

1. Hold a legislative, administrative or judicial position

2. Perform public functions in local government/municipal councils

3. Exercises a public function for a public state-owned agency, body or enterprise such as customs, tax authorities, or state-owned companies

4. Is otherwise employed or contracted by the state or is an official or agent of a public international organisation

An employee should provide his/her line manager (or a director if the employee is a line manager) with the following details:

1. The names and positions of the proposed attendees

2. The reasons for the entertainment and in particular how it is connected with our legitimate business activities/interests. For example, undertaken to enhance a prospective client's knowledge of our business or as a public-relations exercise to improve our image.

3. What form the proposed entertainment will take. For example, a restaurant meal or tickets to a sports event.

4. Where and when it is proposed to take place

5. Contact details of the proposed supplier(s) for the entertainment and their estimated costs

6. The overall estimated cost

If permission is granted subject to any conditions then the employee must comply with them. This will usually include ensuring that it is made clear, in writing, to all those invited to attend that the entertainment is being provided without any obligation to provide or expectation by us of receiving any business advantage from them.

Wherever possible, the suppliers should be instructed by us and requested to invoice us directly for payment.

17 **GRIEVANCE AND DISCIPLINARY PROCEDURES**

Grievance procedures

Purpose and scope

Grievances are concerns, problems or complaints that employees raise with their employers. Grievances may relate to, amongst other things, terms and conditions of employment, health and safety, work relations, new working practices, organisational changes, equal opportunities, discrimination, bullying and harassment.

We will try to resolve, as quickly as possible, any grievance an employee may have about his or her employment. This procedure is open to any employee who has a grievance in relation to their employment and is designed to enable employees to resolve grievances informally with the person to whom they immediately report. If a grievance cannot be resolved informally, the employee should raise it formally with Kamran Niazi.

Principles

Wherever possible, employees should discuss any concerns they have about the work they do or the people they work with, and attempt to agree a solution informally, with the person they report to.

A written record of the grievance interview and any appeal should be agreed between and signed by the interviewer and the employee and recorded on the employee's personal file.

At all stages the employee has the right to be accompanied by a fellow worker or trade union official during the grievance interview and any appeal.

Information and proceedings relating to a grievance will remain confidential as far as possible.

All stages of the procedure shall be dealt with without undue delay.

Procedure

Stage one - The employee's first step is to raise any grievance with the person to whom the employee immediately reports; that person, in most cases, will be best placed to respond to the complaint and to attempt to agree with the employee an informal solution.

Stage two – If the matter is serious or the employee's grievance is against the person to whom they report (or they feel unable to approach that person) or the employee wishes to raise the matter formally or if the matter cannot be informally resolved, the employee should raise the matter formally by setting out the grievance in writing and sending a copy to Kamran Niazi. Once Kamran Niazi receives a written copy of the grievance, the employee will be invited to attend a meeting with Kamran Niazi to discuss the grievance. This meeting will not take place until Kamran Niazi has had a reasonable opportunity to consider the grievance and their response. The meeting may be adjourned if it transpires that further investigations are required. Employees are expressly prohibited from recording the meeting without obtaining Kamran Niazi's prior written consent. After the meeting, Kamran Niazi will inform the employee of their decision and any proposed action in respect of the grievance. The employee will also be informed of the right to appeal against this decision.

Stage three - An employee who wishes to appeal against a grievance decision, should inform Kamran Niazi within 5 working days of receiving the decision. The employee will then be invited to attend an appeal hearing. Adnan Niazi will hear all appeals and their decision is final. After the appeal, the employee will be informed of the appeal decision.

Bringing or continuing a grievance once the employee has left the employer

If an employee has ceased to be employed and wishes to raise a grievance, the employee must set out the grievance in writing, stating the basis for the grievance, and send the grievance to Kamran Niazi and a meeting shall be arranged in accordance with stages 2 and 3 above.

Dismissal and disciplinary procedures

The disciplinary procedures ensure that proper standards are maintained, and that any failure or alleged failure to observe those standards is fairly dealt with. The procedures outlined in this section are for the purpose of dealing with employees whose behaviour is not satisfactory, and are non-contractual unless otherwise stated. They apply only to workers and employees and not to self-employed or agency members of staff. All references below to 'employees' include references to workers.

Informal disciplinary discussions

Except in cases of gross or serious misconduct (see below), our concerns relating to an employee’s conduct will usually be discussed with them in order to see if it is possible to correct the matter without invoking the formal disciplinary procedure. In many cases, informal discussion at an early stage of a problem having been identified will resolve it, and formal disciplinary action may not be necessary.

The formal disciplinary procedure may be instigated despite the fact that informal discussions have taken place if, for example, an employee has failed to meet a reasonable standard of conduct or where the misconduct is sufficiently serious as to merit immediate consideration under the procedure. The formal disciplinary procedure may also be instigated despite the fact that informal discussions are still taking place if more disciplinary matters come to light.

Suspension

Suspension from duty falls into two categories: informal suspension and precautionary formal suspension.

We reserve the right at any time to suspend an employee from the performance of some or all of their duties, for such period as we in our absolute discretion shall decide, in connection with any investigation or matter with which they are involved, including without limitation, if we reasonably believe that the employee is in breach of their employment contract.

Action	**Authorised by**
Informal suspension	line manager or Kamran Niazi depending upon the length of the suspension
Precautionary formal suspension	Kamran Niazi

Informal suspension

Exceptionally a line manager may decide to send an employee home, for example, where there is a workplace conflict or where an individual's presence may be disruptive or detrimental to the working environment. Such action shall not constitute a formal disciplinary suspension and should not involve absence from work for more than a day or two. Where the line manager considers that a longer period may be necessary, normally Kamran Niazi should be asked to authorise a precautionary formal suspension. Any period of informal suspension will be paid at the normal rate of pay.

Precautionary formal suspension

Precautionary formal suspension is a means of temporarily removing from their post employees whose continued presence in the workplace may involve risk, danger or embarrassment, or may be prejudicial to good discipline. It also may become necessary in order to facilitate an investigation into an employee's conduct. An employee may be suspended from duty at any time by Kamran Niazi, if the circumstances are felt to warrant it. There may be instances where suspension with pay is necessary while investigations are carried out. For example, where relationships have broken down, in gross misconduct cases or where there are risks to an employee's welfare or our property or responsibilities to other parties. Exceptionally, suspension with pay may be considered where there are reasonable grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before a disciplinary meeting.

As such, normally there will be no loss of normal/basic pay or pension entitlement. However, we reserve the right at any time to withhold payment of an employee's normal/basic pay and provision of any contractual benefits for any period during which an employee is unable to work due to self-inflicted circumstances, such as being remanded in custody or imprisoned (whether in the United Kingdom or abroad).

The period of suspension will be kept as brief as possible. If an investigation is required but becomes protracted, regular contact with the suspended employee will be maintained by the line manager, and the suspended employee will be notified as soon as practicable once the investigations have been completed.

While suspended, an employee should refrain from contact with their place of work or with their colleagues. They should only contact their line manager in the event of queries. Any employee who is suspended is required to co-operate with any required investigation, and is expected to be available throughout the suspension period to attend any interviews at the request of the line manager conducting the disciplinary investigation. Where the employee needs to access evidence relevant to their case, arrangements for this must be made via their line manager.

While suspended, any annual leave booked prior to the suspension will be honoured. Subsequent requests for annual leave during suspension will be considered at the line manager's discretion, subject to any detrimental effect on the process of any required investigation.

STEP ONE - the disciplinary investigation

All matters of a potentially disciplinary nature will be thoroughly investigated before any decision in relation to disciplinary action is taken. The purpose of the investigation is to:

• Ascertain the facts as far as is reasonably possible

• Give the employee the opportunity to offer an explanation

• Enquire into the circumstances surrounding the alleged misconduct

• Take a balanced view of the information that emerges

• Prepare an investigation report detailing the main findings

The employee's line manager will normally undertake the investigation in relation to allegations of misconduct. In conducting the investigation, the line manager may need to interview various employees. Before doing so, the line manager must write to the employee(s) that they wish to interview, confirming that an investigation is to take place and explaining the reasons for the investigation (unless the employer has a good reason for not initially disclosing the nature of the investigation). The letter will invite the individual to an interview at which the problem can be investigated whilst making it clear that it is not a disciplinary hearing. We may invite the employee to be accompanied by either a colleague or a trade union representative (of their own choice). Exceptionally, we may authorise an alternative person to attend the hearing, such as when the employee is not a trade union member and all the fellow employees who could have been chosen will be providing evidence for the investigation. The employee is required to inform the line manager conducting the investigation who the chosen companion is in good time before the meeting.

The role of the investigator is to ascertain the facts, assemble the evidence and to decide whether there is a case to answer. It will be the responsibility of the investigator to present the case at a disciplinary hearing. The issue of confidentiality must be recognised at all times. The investigation must make it clear to those interviewed that a breach of our principles on confidentiality could be a disciplinary offence. Every effort will be made to conclude the investigation as quickly as possible.

Once the matter has been investigated, the line manager will decide how to progress. There will normally be three options:

1. The allegation has not been substantiated and no further action against the employee is required
2. The matter may not be sufficiently serious to warrant formal action, and may be resolved with training/coaching/counselling rather than by recourse to the formal disciplinary procedure
3. There is a prima facie case for the employee to answer, and the matter is serious enough to warrant the implementation of the formal disciplinary procedure

The final decision on whether to proceed with a formal disciplinary hearing will rest with the appropriate manager who is authorised to chair the formal hearing. This will normally be Kamran Niazi.

STEP TWO - Formal procedures - disciplinary hearings

A disciplinary hearing should take place as soon as practicable following the conclusion of the investigation, and in normal circumstances, no more than 15 working days after the conclusion of the investigation. The timing and location of the meeting shall be reasonable. Employees will be given a reasonable opportunity to attend the disciplinary meeting. A single request for an adjournment of a disciplinary meeting by the employee because he/she is unable to attend will normally be granted.

Employees should be notified in writing of the alleged conduct, performance, characteristics or other circumstances which have led us to contemplate taking relevant disciplinary action against the employee, at least 7 working days in advance of the hearing, and will receive copies of all the relevant documentation that will be put to the person hearing the case. The employee has a right to be accompanied to the hearing by a trade union representative or a fellow employee. Exceptionally, we may authorise an alternative person to attend the hearing, such as when the employee is not a trade union member and all the fellow employees

who could have been chosen will be a witness at the hearing. The employee is required to inform the line manager conducting the hearing who the chosen companion is in good time before the hearing. We will notify the employee of whether we intend to call any witnesses to the meeting to give evidence. The employee is required to submit to the person hearing the case, at least 3 working days in advance of the hearing, any papers to be considered at the hearing.

The purpose of the disciplinary hearing is for us to consider all the evidence regarding an allegation, and to make a decision as to whether, on the balance of probabilities, the allegations against the employee are substantiated. If the allegations are substantiated, the hearing shall determine an appropriate sanction, with consideration to the seriousness of the allegation, and any mitigation presented by the employee. The hearing is the employee's opportunity to respond to the allegations against them and to state their case.

Employees are expressly prohibited from recording the disciplinary hearing without obtaining our prior written consent.

We reserve the right to conduct a disciplinary hearing in the absence of the employee should the circumstances warrant it. Examples of circumstances that may warrant a disciplinary hearing taking place in the absence of the employee are:

• Where the employee has confirmed that the case can go ahead in their absence, in the presence of their representative

• Where there is persistent refusal to attend the hearing in person

• Where the employee is physically unable to attend, e.g. if in prison, but a decision on their employment needs to be made

• Where an employee fails to attend a hearing without notification, the hearing may take place in their absence, with the presentation of the management's case

We will inform the employee if we decide to conduct a disciplinary hearing in the employee's absence.

Possible outcomes of the disciplinary hearing

The possible sanctions that may be imposed as a result of a disciplinary hearing are detailed below. It should be noted that time limits set out below will not apply where the misconduct involves sexual, racial or any other form of harassment, or where there is a pattern of repeated misconduct.

Disciplinary action is usually cumulative where previous misconduct has occurred and previous disciplinary action held on files has not expired. For example, if an employee already has a verbal warning outstanding, the hearing will typically issue a written warning as the minimum action rather than recommend another verbal warning. However, repeated serious misconduct before or shortly after the expiry of previous warnings may result in dismissal with notice (i.e. occurring within 3 months of an expired warning).

Maximum penalty if substantiated	**Time before it will be disregarded for disciplinary purposes**
Verbal warning	6 months
Written warning	6 months
Final written warning	12 months
Dismissal with notice	N/A
Summary dismissal for gross misconduct	N/A

Noted verbal warning

For minor misconduct, the employee may be given a verbal warning. A written note of this, along with papers relating to the investigation and hearing, will be held on the employee's file, but will be disregarded for disciplinary purposes after 6 months if there is no further recurrence of misconduct.

Written warning

If the misconduct is more serious, or where there is recurrence of minor misconduct, the employee may be given a written warning. Papers relating to the investigation and hearing will be held on the employee's file, but will be disregarded for disciplinary purposes after 6 months if there is no further recurrence of misconduct.

Final written warning

A final written warning may be given if misconduct is:

• very serious but not sufficiently serious to justify dismissal, or

• further misconduct occurs, or

• previous conduct after a written warning fails to improve.

Papers relating to the investigation and hearing will be held on the employee's file, but disregarded for disciplinary purposes after one year if there is no further recurrence.

Dismissal

Dismissal will only be considered for a first offence where there are allegations of gross misconduct. However, dismissal may also result from repeated misconduct where:

• previous warnings are still current and conduct has not improved, or

• previous warnings have recently expired (i.e. within 3 months of an expired warning), or

• conduct has not improved.

In these circumstances, notice of the dismissal or pay in lieu of notice can normally be given. Where the hearing is satisfied (notwithstanding having had due regard to any mitigation) that gross misconduct has occurred, the result can be summary dismissal without notice or pay in lieu of notice. A decision to dismiss can only be taken by a director.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, an appeal may result in a decision to dismiss being revoked. Should a decision to dismiss be revoked, any loss of pay caused by the dismissal shall be reimbursed to the employee. If a decision to dismiss has been revoked and notice has been paid in lieu then any amount paid in excess of the employee's loss of pay caused by the dismissal is an overpayment and shall be reimbursed to the employer by the employee.

Penalties

The contents of this section 'penalties' will have contractual effect and are incorporated into each employee's contract.

In addition to, or instead of a warning, the hearing may decide to impose a penalty. There is no fixed scale relating to penalties for particular offences; each case is decided individually in light of the circumstances. The penalty will be reasonable and proportional to the nature of the misconduct. Options include:

• Reimbursement by the employee of the loss or damage that they have caused and are to blame for (such payments may be recovered from salary but will take account of existing commitments)

• Transfer to another role in the business for a specified period

• Demotion

• A financial penalty, e.g. pay increase withheld for a specified period

In addition, the hearing may also make recommendations, for example, in relation to changes to working practices, the provision of training, additional peer/director support etc.

Considering previous disciplinary action

Disciplinary action is usually cumulative where previous misconduct has occurred, and previous disciplinary action held on files has not expired. For example, if an employee already has an oral warning outstanding, the hearing will not usually recommend another oral warning, the minimum action will typically be to issue a written warning. Repeated serious misconduct may therefore result in dismissal with notice.

Wherever possible, the decision resulting from the hearing should be given to the employee on the same day as the hearing. Written confirmation should be sent to the employee within 5 working days, and should include details of:

• The allegations heard and whether the hearing upheld the allegations

• The sanction/penalty applied

• The standards that must be achieved

• Any training that may be given

• Any special monitoring of the employee's conduct

• The date(s) at which the employee's conduct will be reviewed, and the date the warning/penalty expires

• What will happen if further misconduct occurs

• The right of appeal

Where the result of the disciplinary hearing is dismissal, the employee will be provided with a statement of the decision. This shall detail the allegations heard, the evidence considered and the conclusions reached. It will also notify the employee of the right to appeal against the decision if they are not satisfied with it.

STEP THREE - Appeals

Submitting an appeal

Where a sanction or penalty has been imposed, an employee has a right of appeal. Under normal circumstances, an appeal may be made on a number of grounds such as that:

• There was a serious procedural error which resulted in a significant detriment to the employee

• The decision reached at the hearing was unfair and unreasonable in the circumstances, having due regard to the severity of the allegations and any mitigating circumstances

• Further information has come to light, which, had it been known by the disciplinary panel at the time of the hearing, may have affected the panel's decisions

Appeals must be submitted in writing to Kamran Niazi, usually within 10 working days of the employee receiving written confirmation of the outcome of the disciplinary hearing. In submitting an appeal, the employee must state the grounds for appeal and outline their case in relation to their grounds for appeal.

Appeal hearing

The appeal may either be a review of the disciplinary sanction or a re-hearing depending on the grounds of appeal. Any sanction or penalty applied as a result of the outcome of the disciplinary hearing, can be reviewed by the appeal hearing, but will not be increased.

The appeal hearing will be heard by a director who is no less senior than the person who heard the original hearing. Under normal circumstances, the person who heard the original hearing will present the management case, and must forward a written submission and all relevant documentation to the director who will conduct the appeal hearing, at least 10 working days in advance of the hearing.

The employee has a right to be accompanied at the hearing by a trade union representative or a fellow employee. Exceptionally, we may authorise an alternative person to attend the hearing, such as when the employee is not a trade union member and all the fellow employees who could have been chosen will be providing evidence for the hearing. The employee is required to inform the director conducting the hearing who the chosen companion is in good time before the hearing.

An appeal should be heard as soon as possible after the receipt of the employee's notification of the grounds of appeal, and in normal circumstances, within 20 working days of the appeal being submitted. At least 7 working days' notice of the arrangements for the appeal must be given in writing to the employee.

Employees are expressly prohibited from recording the appeal hearing unless they have our prior written consent.

The outcome of the appeal hearing should normally be confirmed in writing to the employee within 3 working days of the hearing. Where an appeal against dismissal is not upheld, the employee will also be provided with a statement of the decision detailing the grounds for appeal presented to the appeal hearing, the evidence considered and the conclusion reached.

Discipline and grievances

Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

When an employee raises a grievance during the meeting it may sometimes be appropriate to consider stopping the meeting and suspending the disciplinary procedure – for example when:

• The grievance relates to a conflict of interest that the manager holding the disciplinary meeting is alleged to have

• Bias is alleged in the conduct of the disciplinary meeting

• It is alleged that management have been selective in the evidence they have supplied to the manager holding the meeting

• There is possible discrimination

Gross misconduct

An employee's employment under the contract of employment may be terminated by us at any time immediately following the disciplinary procedure and without any notice or payment in lieu of notice, if an employee is guilty of gross misconduct.

If this happens, the employee will be notified in writing of the dismissal including the reasons for thinking at the time of dismissal that the employee was guilty of gross misconduct and informing the employee of their right of appeal. If an employee wishes to appeal against such a dismissal, they should inform Kamran Niazi within 10 working days of receipt of the written communication.

The following (non exhaustive) list provides examples of offences which are normally regarded as gross misconduct:

1. Theft, fraud and deliberate falsification of records such as time-sheets, expense forms and documents, or information about qualifications and immigration status provided either when applying for a role or after recruitment.

2. Fighting, assaulting, bullying, harassing, victimising or discriminating against another person.

3. Deliberate and serious damage to our property.

4. Disclosing confidential information about us, our clients, customers or business partners (unless it is a protected disclosure made in the public interest under whistleblowing regulations).

5. Bringing the name or reputation of our business into disrepute by the employee's actions or omissions, or prejudicing the interests of the business or the business relationship we have with our clients, customers, suppliers or business partners.

6. Being convicted of a criminal offence which we believe detrimentally affects the employee's ability to perform their obligations and duties; their relationship with our client/customers, business partners or staff; our business reputation or the business relationship we have with our clients/customers, suppliers or business partners.

7. A breach of our health and safety policy which caused injury to others or put others at risk of injury or which has either resulted in or put us at serious risk of prosecution.

8. A breach of any laws or regulations that affect us (including, but not limited to, the Data Protection Act 1998 and the Bribery Act 2010) which either has resulted in, or puts us at serious risk of, involvement in court proceedings or incurring criminal or civil liability.

9. Accessing another employee's personnel records without authority.

10. Offering or accepting a bribe, or any other breach of either our anti-bribery policy or the Bribery Act 2010.

11. Making an offensive, false or defamatory comment about any individual or organisation, whether orally or in writing, including through use of social networking websites or internet blogs.

12. Being concerned or interested in action which is damaging to or in competition with our business.

13. Serious incapability through alcohol or being under the influence or in possession of illegal drugs.

14. Serious negligence which causes unacceptable loss, damage or injury.

15. Deliberately viewing or downloading pornographic or sexually explicit, racist or criminal material (including documents, pictures and videos) or seriously breaching our electronic communications policy.

16. A serious act of insubordination.

17. Materially breaching a duty to act loyally, in good faith or in our best interests.

18. Unauthorised access to our computer networks or databases or confidential information.

19. Causing or attempting to damage, destroy or interfere with our computer networks or databases.

18 **CAPABILITY PROCEDURE AND POLICY**

Purpose and scope

The procedure outlined in this section is for the purpose of dealing with employees whose performance and/or capability is not satisfactory. The capability procedure ensures that proper standards are maintained, and that any failure or alleged failure to observe those standards is fairly dealt with. The purpose of this procedure is to work with employees to maintain satisfactory performance standards and to encourage improvement where necessary.

Disabilities

At each stage of the capability procedure, we will consider whether the employee's unsatisfactory performance is related to a disability and if so, whether there are reasonable adjustments that could be made to the requirements of the job or other aspects of the working arrangements.

If an employee has difficulty at any stage of the procedure because of a disability, or wishes to inform us of any medical condition he/she considers relevant, he/she should contact Kamran Niazi.

Initial informal discussions

Except in exceptional cases, capability and performance issues will normally be dealt with informally between an employee and his or her manager as part of daily management.

Informal discussions may be held with a view to (for example):

(a) Clarifying the standards that are required of an employee

(b) Identifying areas of concern

(c) Establishing the likely causes of poor performance and identifying any training needs

(d) Setting targets for improvement

(e) Agreeing a time-scale for a review of the employee's performance

In many cases, informal discussions at an early stage of a problem will resolve it, and the formal procedure will not be necessary. The formal procedure that follows will be used for more serious cases, or in any case where informal discussions have not resulted in a satisfactory improvement.

Capability hearings

If it is deemed appropriate to use the formal capability procedure against the employee, he or she must be invited to a capability meeting. Unless it is impractical to do so, we will give an employee one week's written notice of the date, time and place of the capability hearing. Depending on the period of time that an employee's poor performance continues for, he or she may attend between one and three capability hearings.

The employee will receive written confirmation of the reason or reasons why we have concerns over his or her performance and the basis for those concerns. He or she will have a reasonable opportunity to consider this information before the hearing.

The hearing will be held by a line manager and may be attended by a member of the Human Resources department.

The employee has a right to be accompanied at the hearing by a companion. A companion may either be a trade union representative or a fellow employee. The employee is required to inform the line manager conducting the hearing who the chosen companion is in good time before the hearing.

The employee must take all reasonable steps to attend the hearing. Failure to attend a hearing without good reason may be treated as misconduct. If the employee or his or her companion cannot attend at the time specified, he or she should inform the line manager conducting the hearing immediately and seek to agree an alternative time.

A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

We will give the employee written confirmation of our decision, the reasons for it and his or her right of appeal, within one week of a capability hearing (unless this time scale is not practicable, in which case, we will confirm this information as soon as is practicable).

First capability hearing

Where performance is unsatisfactory, and informal steps have either failed to resolve the situation or are not appropriate, a first capability hearing will be held.

The purposes of the first capability hearing include but are not limited to:

(a) Setting out the required standards that are considered not to have been met by the employee

(b) Establishing the likely causes of poor performance

(c) Allowing the employee the opportunity to explain the poor performance and ask any relevant questions

(d) Discussing measures, such as additional training or supervision, which may improve performance

(e) Setting targets for improvement

(f) Setting a time-scale for review

Following the hearing, if we decide that it is appropriate to do so, we will give the employee a first written warning. A first warning will remain active for six months, after which time, it will disregarded for the purposes of the capability procedure.

The employee's performance will be monitored and at the end of the review period we will write to inform him or her of the next step.

Second capability hearing

If the employee's performance does not improve within the review period, or if there are further instances of poor performance while his or her first written warning is still active, we will hold a second capability hearing.

The purposes of the second capability hearing include, but are not limited to:

(a) Setting out the required standards that are considered not to have been met by the employee

(b) Establishing the likely causes of poor performance including any reasons why the measures taken so far have not led to the required improvement

(c) Allowing the employee the opportunity to explain the poor performance and ask any relevant questions

(d) Discussing measures, such as additional training or supervision, which may improve performance

(e) Setting targets for improvement

(f) Setting a time-scale for review

Following the hearing, if we decide that it is appropriate to do so, we will give the employee a final written warning which will remain active for 12 months, after which time, it will be disregarded for the purposes of the capability procedure.

The employee's performance will be monitored and at the end of the review period we will write to inform him or her of the next step, as follows:

Third capability hearing

If the employee's performance does not improve within the further review period set out in the final written warning, or if there are further serious instances of poor performance while his or her final written warning is still active, we will hold a further capability hearing.

The purposes of the third capability hearing include:

(a) Setting out the required standards that are considered not to have been met

(b) Identifying areas in which performance is still unsatisfactory

(c) Allowing the employee the opportunity to explain the poor performance and ask any relevant questions

(d) Establishing whether there are any further steps that could reasonably be taken to rectify the poor performance

(e) Establishing whether there is any reasonable likelihood of the required standard of performance being met within a reasonable time

(f) Discussing whether there is any practical alternative to dismissal, such as redeployment to any suitable job that is available at the same or lower grade

In exceptional cases where we believe that there is a reasonable likelihood of the necessary improvement being made within a reasonable time, a further review period will be set and the final written warning extended.

If performance remains unsatisfactory and there is to be no further review period, we may:

(a) redeploy the employee into another suitable job at the same or (if the employee's contract permits) a lower grade; or

(b) dismiss the employee.

Dismissal will normally be with full notice or payment in lieu of notice, unless the employee is guilty of gross misconduct within the meaning of our disciplinary policy, in which case, we may dismiss the employee without notice or any pay in lieu (if the employee's contract permits).

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, an appeal may result in a decision to dismiss being revoked. Should a decision to dismiss be revoked, any loss of pay caused by the dismissal shall be reimbursed to the employee. If a decision to dismiss has been revoked and notice has been paid in lieu then any amount paid in excess of the employee's loss of pay caused by the dismissal is an overpayment and shall be reimbursed to the employer by the employee.

Appeals

Where a sanction or penalty has been imposed, an employee has a right of appeal. Under normal circumstances, an appeal may be made on a number of grounds such as that:

• There was a serious procedural error which resulted in a significant detriment to the employee

• The decision reached at a capability hearing was unfair and unreasonable in the circumstances, having due regard to the severity of the allegations and any mitigating circumstances

• Further information has come to light, which, had it been known by the capability panel at the time of the hearing, may have affected the panel's decisions

Appeals must be submitted in writing to Kamran Niazi, usually within 10 working days of the employee receiving written confirmation of the outcome of the capability hearing. In submitting an appeal, the employee must state the grounds for appeal and outline their case in relation to their grounds for appeal.

Appeal hearing

The appeal may either be a review of the sanction or a re-hearing depending on the grounds of appeal. Any sanction or penalty applied as a result of the outcome of the capability hearing, can be reviewed by the appeal hearing, but will not be increased.

The appeal hearing will be heard by a director who is no less senior than the person who heard the original hearing. Under normal circumstances, the person who heard the original hearing will present the management case, and must forward a written submission and all relevant documentation to the director who will conduct the appeal hearing, at least 10 working days in advance of the hearing.

The employee has a right to be accompanied at the hearing by a companion. A companion may either be a trade union representative or a fellow employee. The employee is required to inform the director conducting the hearing who the chosen companion is in good time before the hearing.

An appeal should be heard as soon as possible after the receipt of the employee's notification of the grounds of appeal, and in normal circumstances, within 20 working days of the appeal being submitted. At least seven working days' notice of the arrangements for the appeal must be given in writing to the employee.

The outcome of the appeal hearing should normally be confirmed in writing to the employee within three working days of the hearing. Where an appeal against dismissal is not upheld, the employee will also be provided with a statement of the decision detailing the grounds for appeal presented to the appeal hearing, the evidence considered and the conclusion reached.

19 **HARASSMENT POLICY**

Policy statement

We are committed to discouraging all forms of unlawful harassment and bullying. We aim to create a working environment built on dignity and mutual respect between employees and to treat all our employees with dignity and respect regardless of:

- Marital or civil partnership status
- Age
- Disability
- Race (including colour, nationality, and ethnic or national origin)
- Sex
- Sexual orientation
- Gender, including gender reassignment
- Religion or belief
- Pregnancy and maternity

These will collectively be referred to as the 'protected characteristics', for the purposes of this policy.

What is harassment?

In general terms, harassment is unwanted conduct (including of a sexual nature) towards an employee by an employer or another worker, because of that employee's actual or perceived protected characteristic, or association with someone who has a protected characteristic. This applies to any conduct that violates an employee's dignity or creates an intimidating, hostile, humiliating, degrading or offensive environment, even if it was not intended as such.

Harassment also applies if the unwanted conduct relates to a worker's sex or gender reassignment and they subsequently experience less favourable treatment because they rejected or did not submit to the unwanted conduct.

Employees who are not the subject of the unwanted conduct will also be able to complain about harassment for behaviour that they find offensive, even if they do not have the protected characteristic.

Harassment can include unwelcome physical, verbal or non-verbal conduct and applies to all the protected characteristics, except pregnancy and maternity and marital status.

Many forms of behaviour can constitute harassment - these are just some examples:

- Physical conduct ranging from touching to serious assault
- Verbal and written harassment through jokes; racist, sexist, homophobic or sectarian remarks; comments about a person's disability; offensive language; gossip and slander; sectarian songs; mobile telephone ring tones; threats; letters, emails, texts, social networking websites and/or other electronic media
- Visual displays of posters, computer screensavers, downloaded images, graffiti, obscene gestures, flags, bunting or emblems, or any other offensive material

• Isolation or non co-operation at work, exclusion from social activities

• Coercion, including pressure for sexual favours and pressure to participate in political or religious groups

• Intrusion by pestering, spying, following; etc

• Making derogatory remarks or gestures about a person's perceived sexuality

• Making racist remarks because a person is married to (associated with) a person from an ethnic minority (i.e. someone who has a protected characteristic)

Bullying

If any of the above behaviour is not expressly excluded or justified by the applicable anti-discrimination legislation and/or case law, this could amount to bullying. Thus, for example, it is permissible to discuss a disability with a person for the purpose of making reasonable adjustments in order to accommodate the employee or train him/her in the operation of machinery. However, excessive or intrusive questioning in relation to a disability could constitute bullying.

Complaints and enforcement

Employees should note that this policy applies to incidents of unlawful harassment or bullying that occur during or after normal working hours, whether inside or outside of the workplace.

Action will be taken under our disciplinary procedures against any employee who is found to have committed an act of improper or unlawful harassment or bullying.

Serious breaches of this policy will be treated as potential gross misconduct and could render an employee liable to summary dismissal. Employees should also bear in mind that they can be held personally liable for any act of unlawful harassment. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

An employee should draw the attention of his/her line manager to suspected cases of harassment or bullying.

An employee who believes that they have been harassed or bullied should at first instance inform his/her line manager. He or she will be entitled to raise a grievance in accordance with our grievance procedure, which should be used before pursuing a complaint at an Employment Tribunal.

When deciding whether unwanted conduct has had a harassing effect, the circumstances of the case will be considered, along with the victim's perception of the conduct and whether that perception is reasonable.

An employee must not victimise or retaliate against another employee who has made, or is thought to have made, allegations or complaints of harassment or bullying, nor against anyone who has or is thought to have assisted that employee. Such behaviour will be treated as potential gross misconduct in accordance with our disciplinary procedures (section 17).

20 **FLEXIBLE WORKING**

Overview

We aim to support our employees to achieve a work-life balance wherever reasonably possible. This policy gives eligible employees the opportunity to request a change to their current working patterns. This can be done either formally or informally by contacting your manager.

The promotion of flexible working arrangements increases staff motivation, performance and productivity, reduces stress and encourages staff retention by enabling employees to balance their working life with their other priorities.

This policy complies with the Acas code of practice for handling requests to work flexibly in a reasonable manner.

Types of flexible working patterns

Flexible working can include:

1. Part-time work

2. Varying a standard full-time working pattern to be completed over a non-standard work pattern, e.g. 3 - longer days of 12-hour shifts

3. Working a reduced number of hours each week - either 5 shorter days or a fewer number of full days, or a combination of both

4. Working some or all of the week from home

5. Job sharing between 2 employees - e.g. one employee might work 3 days and the other 2, or they both might work 3 days with a crossover day for meetings and handovers

The statutory right to apply for flexible working

Employees will have a statutory right to apply for flexible working arrangements to change the terms and conditions of their employment for any reason, if at the date of the application they have:

1. worked for us for a continuous period of 26 weeks; and

2. not made a formal application during the past 12 months.

The same also applies to agency workers and employee shareholders, but only in cases where they are returning from a period of parental leave. Employee shareholders must give us their application within 14 days of returning to work from parental leave.

The application procedure

1. The request must be dated and made in writing stating:

(a) that it is a formal application made under the statutory right to request flexible working;

(b) the flexible working arrangement being requested;

(c) when the flexible working arrangement should start;

(d) the effect, if any, the request will have on us and how this might be dealt with; and

(e) whether a formal application has been previously made to us and, if so, when.

2. On receipt of the request, we will consider it and arrange a meeting with the applicant to discuss the proposed changes, their effect on our business and any possible alternative work patterns that might be suitable. The applicant can be accompanied to the meeting by a work colleague, if they wish.

3. We will consider the request carefully, whilst balancing it against any adverse impact on the business, the work of the applicant's department, any impact on the applicant's work colleagues and the particular circumstances of the case. We will make a business assessment on whether, and if so how, it could be accommodated.

4. We will then notify the applicant of our decision as soon as reasonably possible.

5. If we accept the request, or accept it with modifications, we will write to the applicant, detailing how and when the changes will be implemented and provide a written note of the variation of their contract of employment.

6. Where the request is agreed, it constitutes a permanent change to the terms and conditions of employment. This means that the applicant will not have the right to revert to their previous pattern of working during the next 12 months.

7. If the application is refused, we will write to the applicant setting out which of the grounds listed below under 'Grounds for refusal' applies and providing details of why the particular grounds apply in the applicant's circumstances. Our decision can be discussed with us at any time.

8. The applicant will have the opportunity to appeal our decision and can be accompanied to the appeal by a work colleague or trade union representative, if they wish. The appeal must be in writing, dated and setting out the reasons for the appeal. It should be sent, ideally within 14 days of the date of our refusal, to Kamran Niazi.

The above process (including any appeal) will be concluded within 3 months of the date we receive the application, unless we can agree to extend this period.

Grounds for refusal

We may refuse an employee's statutory flexible working application on one or more of the following grounds:

1. The burden of additional costs

2. The detrimental effect it would have on our ability to meet customer demand

3. Our inability to reorganise work among existing staff

4. Our inability to recruit additional staff

5. The detrimental impact it would have on quality

6. The detrimental impact it would have on performance

7. The insufficiency of available work during the period proposed by the applicant

8. Our planned structural changes to the business

Informal applications

Those employees who have a statutory right to apply for flexible working may choose to make an informal application first.

Where possible any informal application should be in writing stating:

1. the reasons for making a change to the current working patterns;

2. the flexible working arrangement being requested;

3. whether the request is temporary or permanent;

4. the likely effect, if any, the request will have on us and how this might be dealt with;

5. whether an application to work flexibly has been previously made to us and, if so, when; and

6. the dates when, or circumstances in which, the new working pattern should start and (if temporary) end.

This should then be sent to the applicant's manager who will inform them if a meeting is required in order to consider the request.

Our decision will be given in writing and will be based on our business and operational requirements. We may refuse an informal request for flexible working for reasons other than for the statutory grounds those stated above.

There will be no right to appeal.

General

The following applies to all employees (whether or not they have a statutory right) who apply for flexible working:

1. If we agree to one employee’s request for flexible working, this does not set a precedent or create a right for another employee to be granted the same or a similar change to their work pattern.

2. Only one application can be made in any 12-month period.

3. We may require employees who have flexible working hours to provide us with regularly completed timesheets detailing the actual hours worked and breaks taken.

21 **RECRUITMENT**

Policy statement

We aim to recruit the right people into the right jobs at the right time. As well as helping us meet our immediate needs, we believe it is an approach that encourages people to stay and develop within the business. The selection of new staff will be based on the role requirements and the individual's suitability and ability to do, or to train for, the job in question.

Anyone who meets the requirements of the role is eligible for employment within the business - irrespective of whether they are known to have made a protective disclosure in the public interest (whistleblown) against a previous employer; membership or non-membership of a trade union; or because they possess one or more of the following 'protected characteristics':

• Marital or civil partnership status

• Age

• Disability

• Race (including colour, nationality, and ethnic or national origin)

• Sex

• Sexual orientation

• Gender, including gender reassignment

• Religion or belief

• Pregnancy and maternity

Recruitment and equal opportunities

We are committed to applying our equal opportunities policy statement at all stages of our recruitment and selection process.

The selection process will be carried out consistently for all jobs at all levels and all applications will be processed in the same way. The staff responsible for shortlisting, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application.

Lawful discrimination

The Equality Act 2010 states that it is lawful to directly or indirectly discriminate against certain sectors of society so long as a particular protected characteristic is an occupational requirement for the role.

This means that it must be crucial to the role and not just one of several important factors. Even if having a particular characteristic is crucial for the role, then this will still need to be objectively justified as being a proportionate means of achieving a legitimate aim.

Examples include requiring the applicant to be:

• A woman, as the job requires attending and cleaning a women's public toilet

• Deaf, if working as a counsellor for deaf people

It is also lawful to discriminate if not doing so will mean breaching another law. For example, driving instructors must be aged at least 21, so it will be lawful to reject applicants under this age.

Authority to recruit

No employees should be engaged in any of the below mentioned stages in the recruitment process without first obtaining the authority of Kamran Niazi. No job may be offered to a successful candidate without first obtaining the authority of a director.

Stages of the recruitment process

The main stages of the recruitment process are as follows:

1. Job analysis - preparing to create a job description
2. Drafting a job description or person specification
3. Attracting and managing applications
4. Shortlisting candidates for interview
5. Interviewing and assessing candidates
6. Decision process
7. Pre-employment checks and making a job offer
8. Data protection and record keeping

Job analysis

This is the process of establishing what the purpose of the role is and therefore what needs to be included in the job description or person specification. This involves identifying and listing all the tasks, activities, duties and responsibilities that the individual role requires. This will usually be conducted by Kamran Niazi.

Questions to consider include:

• What tasks need to be performed?

• What methods or processes are used to perform the tasks?

• How should certain tasks be performed?

• Who else is connected with the task, such as who they must report to/train, etc?

• What tools, materials, and equipment are used to perform the tasks?

• Are any essential skills, knowledge or qualifications required?

• Are any essential experience may be required?

• Is it lawful to discriminate as a particular protected characteristic is an 'occupational requirement' of the role (see above under 'lawful discrimination')?

The size of the list can be reduced by categorising individual tasks and duties into main responsibility areas. Usually the more senior roles will have more areas of responsibility.

When creating a job description/person specification for an existing role, consider which parts of the current job description/person specification are redundant and whether the search for a replacement should be used as an opportunity to re-model the role to the current business structure/organisation.

Drafting a job description/person specification

Using job descriptions or person specifications allows an employee's role and accountability to be defined and clarifies the expectations for both parties. This will usually be drafted by Kamran Niazi.

The job description/person specification should be limited to the requirements that are necessary for the effective performance of the role and should contain the following minimum information:

• Job title

• Purpose of the role

• Which division or department of the business relates to the role

• Workplace location

• The key duties, activities, tasks and responsibilities

• The essential knowledge skills and experience

• Desirable knowledge skills and experience

• The line manager to whom the employee is responsible

• Any posts reporting to the employee

• Any special working conditions (e.g. evening or weekend work)

• Details of salary or grade

Essential criteria are those without which an applicant would be unable to adequately perform the role. Desirable criteria are those that may enable the candidate to perform it better.

Key drafting points:

• Write in plain English - avoid including unnecessary tasks or overstating responsibilities and using jargon and abbreviations as these increase the risk of discriminating against an applicant.

• Be as clear and concise possible.

• Do not include specific details - instead, where necessary, refer to the business's operation manuals/staff handbook or to 'agreed procedures'.

• Include a note that states that over time the job description/person specification may be subject to change as the employee's duties and role evolves and that the applicant will carry out any other duties that are within the broad scope and purpose of the role as requested by their line manager.

• Be aware of infringing age discrimination legislation when describing the requirements for the role. Note that age discrimination applies to both young and old applicants. Specifying the experience required for the role should not be referred to in 'years'. For example, use phases such as 'a need to demonstrate experience of managing a team of 5+ employees' rather than '5 years' experience of managing a team of employees'. Phrases such as 'requires youthful enthusiasm' should be avoided and instead emphasis should be placed on the requirement for an enthusiastic applicant.

• Be aware of infringing disability discrimination legislation when describing the requirements for the role. Disability discrimination requires employers to make reasonable adjustments to jobs to make them suitable for people with a disability, which is important when describing any physical requirements of the role.

The final draft of the job description/person specification should be independently reviewed by a sufficiently qualified or experienced senior member of staff to ensure that it does not contain any language or terms that may breach discrimination legislation.

Attracting and managing applications

Advertising

All vacancies should be advertised internally, unless otherwise determined by a director. The majority of vacancies should also be concurrently advertised externally to maximise the chances of attracting the best candidate. The advertisement will usually be drafted by Kamran Niazi.

Advertisements will encourage applications from all suitably qualified and experienced people. Consideration should also be given to advertising in locations and/or publications likely to increase diversity in the workforce and in order to attract applications from all sections of the community.

Advertisements should, as far as reasonably practicable:

• Not be confined to those publications or media which would exclude or disproportionately reduce the numbers of applicants with a protected characteristic

• Avoid prescribing any unnecessary requirements which would exclude a higher proportion of applicants with a protected characteristic

• Avoid prescribing any requirements as to marital or civil partnership status

• Be published to all eligible employees in such a way that they do not restrict applications from employees with a protected characteristic, where vacancies may be filled by promotion or transfer

The final draft of the advertisement should be independently reviewed by a sufficiently qualified or experienced senior member of staff to ensure that it does not contain any language or terms that may breach discrimination legislation.

Using employment agencies

Employment agencies can only be instructed with the express authority of a director.

Application packs

Application packs should be sent on request by email or, where specifically requested, by recorded post, without delay. Where appropriate, an application pack may be made available to be downloaded directly from our website.

A list of all the names and contact details of all individuals requesting an application pack must be taken for tracking and monitoring purposes.

Depending on the type of vacancy, an application pack should include one or more of the following:

• A covering letter/email - providing information such as the closing date for applications and whether a CV should be provided

• A job description/person specification

• An application form - if one is being used

• An equal opportunities monitoring form

• Our equal opportunities policy/statement

The job application form should be independently reviewed by a sufficiently qualified or experienced senior member of staff to ensure that it does not contain any questions, language or terms that may breach discrimination legislation.

If posted, the job application form should be sent to each applicant with a stamped, pre-addressed envelope for the applicant to use.

Each applicant applying for the vacancy must be sent a criminal convictions declaration form and informed that it must be completed and returned before the closing date, or they risk not being called for an interview. This should be sent separately (under separate cover) with a stamped, pre-addressed envelope for the applicant to use. It must not be attached or posted with the job application form. The returned form should not be opened until the applicants are called for interview. The envelope containing the form should be given, still sealed, to the most senior interviewer. The form should not be photocopied and the original form should be preserved and kept strictly confidential.

It is a criminal offence to obtain information about spent convictions by means of fraud, dishonesty or bribery. Such behaviour will be treated as potential gross misconduct in accordance with our disciplinary procedures (section 17).

Selecting the interviewers

Usually Kamran Niazi and the line manager of the vacant post will conduct the short-listing process, interviews and deal with the rest of the recruitment process, but this will ultimately be decided by a director.

The interview panel must wherever possible:

• Be adequately qualified and experienced to conduct an interview

• Consist of a minimum of two people

• Be able to attend all shortlisting meetings and interviews for the duration of the recruitment process, to maintain consistency and fair treatment of all applicants

The selected interviewers must inform the person who selected them as soon as they become aware that they know an applicant or believe that a conflict or interest has arisen which would preclude them from acting as an interviewer.

Shortlisting candidates for interview

After the closing date has passed, each interviewer should:

• Identify a list of objective criteria from the job description/person specification to be used for the selection process - the 'selection criteria'

• Objectively assess the applications against the selection criteria to determine which applicants are to be called for an interview. The interviewers should then meet to discuss and agree a shortlist of interviewees. Due regard should be given to the protected characteristics and the possibility of breaching discrimination legislation during the decision-making process. In particular, if the interviewers are aware that a particular applicant has a disability then they must first consider what reasonable adjustments can be made to allow the applicant to perform the role before deciding whether they possess the skills, experience, qualifications and/or any other requirements contained in the job description or person specification.

Generally, only those applicants that meet the requirements contained in the job description/person specification should be shortlisted for an interview. However, this does not necessarily mean that those applicants that would meet the requirements for the role after receiving some training should be precluded at this stage. Whether or not these applicants should be included in the shortlist will be determined by the number and quality of applicants that meet the requirements for the role and do not need additional training.

The interviewers must attach a note to each application stating:

• Their decision

• The reasons for it - these should be objective and not subjective

• The justification for reaching their decision

These must then be filed together with any other documents and correspondence pertaining to each applicant's application.

After creating a shortlist

Once a shortlist of applicants to be interviewed has been finalised, the interviewers should:

1. Contact the shortlisted applicants, providing:

    i. The time and date of the interview

    ii. The address and contact details for the venue and a brief description of any relevant information regarding accessibility, such as which floor it is on, whether there are lifts, etc.

    iii. A map or brief directions to the venue

iv. Details of the documents that must be provided at the interview as evidence of the applicant's right to live and work in the United Kingdom

v. The name and contact details of the person that the applicant should contact if they have a disability which they believe may need reasonable adjustments to be made to accommodate them - this may include access to the venue or for the interview itself

vi. If appropriate, details of any other documents or items they should bring to the interview

vii. If appropriate, details of any tasks that the applicant must complete or any information or documents that the applicant will be required to read before attending the interview

2. Write to or email the unsuccessful applicants:

i. Informing them that they will not be invited to an interview

ii. Enquiring whether they want to be contacted for any future similar vacancies

iii. Informing them that all correspondence, their application and other documents relating to the recruitment process will be retained on file for six months (or longer if required for compliance reasons or if they have requested that we keep them informed of any future vacancies) from the date of the letter and will thereafter be destroyed

3. Shred the completed criminal convictions declaration forms received from the unsuccessful applicants. The envelopes must remain sealed and form should be shredded whilst still contained in the envelope.

4. Obtain the envelopes containing the criminal convictions declaration forms from the successful applicants which should then be passed, still sealed, to the senior interviewer to open and check for relevant convictions. Guidance on how to determine the relevance of any disclosed criminal records can be found below. The form should not be photocopied and the original form should be preserved and kept strictly confidential.

Interviewing and assessing candidates

Interview preparation

When preparing for each interview, the interviewers should:

• Re-read the application form, applicant's CV and the job description/person specification

• Identify areas to develop further in the interview

• Plan questions

• Identify the topics to be covered by each of the interviewers at each interview (if more than one is planned)

• Be ready to answer questions from the applicant about the company and the role

Interview questions

Although the applicants do not have to be asked the same questions, it is preferable to do so wherever possible. The following should be considered when preparing the interview questions:

• Questions should not directly or indirectly indicate or allude to an intention to discriminate on the grounds of the protected characteristics.

• If it is necessary to assess whether personal circumstances will affect the performance of the role (for example, if the role involves unsociable hours or extensive travel), this must be discussed objectively, without detailed questions based on the protected characteristics or assumptions about the protected characteristics. If this line of questioning is necessary then the same questions should be asked of all the applicants. Other than this, no questions regarding or alluding to an applicant's personal circumstances should be asked.

• Questions about marriage plans or family intentions should not be asked.

• Asking questions about an applicant's health and/or disability for any other reason is unlawful and strictly forbidden unless it is being used in order to:

i. Determine whether an applicant has a disability which will require reasonable adjustments to be made for them, but only for the purposes of accommodating the applicant's needs during the recruitment process and no more (for example, if part of the recruitment process includes attendance at an outdoor assessment centre or some form of physical activity)

ii. Determine whether an applicant can undertake a function that is vital ('intrinsic') to the role, such as enquiring about any mobility issues where the role entails handling heavy goods

iii. Monitor diversity amongst the applicants, such as enquiring whether an applicant is disabled in order to establish whether advertisements are reaching disabled people

iv. Take positive action to assist disabled people

v. Establish that the applicant has a disability, where having a disability is an occupational requirement of the role. This means that it must be crucial to the role and not just one of several important factors (e.g. the applicant must be a woman as the job requires attending and cleaning a women's public toilet; or the applicant must be deaf, if working as a counsellor for deaf people)

vi. Prevent breaching another law

• An applicant should be asked when they will be able to start the new job, if they are successful.

• No promises should be made to the applicant during the interview as these may become an enforceable term of their employment contract should they be offered the role.

Criminal convictions

The interview should be used to discuss any conviction revealed by the applicant and to try and obtain relevant information so that a proper risk assessment can be undertaken.

Provided the interviewers are content that the criminal convictions revealed by the applicant do not undermine the validity of his or her application, then the applicant should be informed that he/she will be sent a form to complete if an offer is made for the purposes of undertaking a criminal records check.

Assessment

The interviewers should record their assessment of each applicant against the selection criteria either during the interview or immediately after it ends. A scoring system based on the selection criteria should allow a speedy comparison of results.

Decision process

When assessing the suitability of a disabled job applicant, consideration must be given to what reasonable adjustments can be made to any provisions, criteria and practices, or to the work premises, in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with staff who are not disabled.

The interviewers should record the following for each applicant:

• The score (if a scoring system is used)

• Their decision

• The reasons for it - these should be objective and not subjective

• The justification for reaching their decision

This must then be filed together with any other documents and correspondence pertaining to each individual applicant's application.

The successful applicant should be informed as soon as possible after a final decision has been reached.

The interviewers should identify other suitable applicants who may be offered the job in the event that their first choice does not ultimately accept the position.

Once the vacancy has been filled the interviewers should write to or email the unsuccessful applicants:

• Informing them that they will not be offered the role

• Enquiring whether they want to be contacted for any future similar vacancies

• Informing them that all correspondence, their application and other documents relating to the recruitment process will be retained on file for six months (or longer if required for compliance reasons or if they have requested that we keep them informed of any future vacancies) from the date of the letter and will thereafter be destroyed

Pre-employment checks and making a job offer

All job offers should be confirmed in writing in an offer letter. An offer letter should be a summary of the key parts of the full employment agreement or employment statement.

By law, all employees must receive certain minimum written particulars of the terms of their employment within two calendar months of their employment commencing (an 'employment statement'), or earlier if an employee is due to go overseas to work for more than one month before the end of the two-month period.

The following pre-employment checks should be made either before making an offer of employment to the successful applicant, or by stating in an offer letter that the employment will be conditional upon receiving results which are 'satisfactory to us' (which means that it is for the employer to decide whether or not it is 'satisfactory'):

• Criminal records check

• Checks with the Disclosure and Barring Service

• The right to work and live in the United Kingdom

• References (at least two)

• Medical (if applicable)

• Health questionnaire (if applicable)

• Verification of qualifications

• Undertaking due diligence (such as background checks) regarding known acts of corruption or bribery or close involvement in corruption or bribery scandals. This is only required where the successful candidate's duties could expose the business to the risk of criminal prosecution under the Bribery Act 2010.

Guidance and information on the checks is given below.

Criminal records check

A criminal record includes convictions, cautions, reprimands and final warnings.

Certain roles require careful regard to the risks to other employees, customers, children, vulnerable adults and members of the public, which arise from employing applicants with criminal convictions. All staff involved in the recruitment process should be particularly vigilant about risk management.

In particular, if the applicant is likely to have direct contact with vulnerable customer and client groups, such as children, then **we have a legal obligation** to protect them from people who have committed serious violent or sexual offences.

Every applicant must be sent a criminal convictions declaration form during the recruitment process, which must be received before the closing date for applications. However, we do not operate a blanket policy of not recruiting applicants who have criminal convictions.

Spent convictions

Certain convictions are considered 'spent' once a period of time passes. This is known as the 'rehabilitation period'. The length of the rehabilitation period depends on the type and length of sentence, as well as the age of the offender at the time of their conviction. As long as the applicant has not re-offended during the rehabilitation period, they will become a 'rehabilitated person' upon the completion of the rehabilitation period.

If the position does not fall under the excepted roles listed below, then the applicant is not obliged to reveal any spent convictions.

Excepted roles

The Rehabilitation of Offenders Act 1974, as amended, states that applicants are generally not required to reveal convictions that are 'spent', except for certain jobs where the applicant must reveal certain spent cautions and spent convictions listed by the government (mainly those involving violent or sexual offences). A caution includes any caution, conditional caution, reprimand or final warning.

The list of excepted roles broadly covers:

i. Certain professions, e.g. doctors, dentists, opticians, nurses and midwives, solicitors, pharmacists, taxi drivers, vets, traffic wardens and teachers

ii. Work in the health service where there is access to patients

iii. Work in social services where there is access to people with disabilities, the young, the elderly, the sick or other vulnerable adults

iv. Work where there is access to people under the age of 18

v. Work involving the administration of justice, e.g. court officials, the police, probation officers, prison staff

vi. Applications for certain certificates or licences, such as for gaming, firearms or explosives

vii. Any occupation concerned with the management of a private hospital or nursing home

viii. Certain occupations where national security may be at risk, such as working for the Civil Aviation Authority

ix. Where an applicant is applying for a role that involves contact with children or vulnerable adults and this job is a 'Regulated activity' (which broadly involves unsupervised contact with children or vulnerable adults).

Obtaining information about criminal convictions from the applicant

It is a criminal offence to obtain information about spent convictions by means of fraud, dishonesty or bribery. Such behaviour will be treated as potential gross misconduct in accordance with our disciplinary procedures (section 17).

It may be necessary to make an offer of employment conditional on a criminal records check in circumstances where there is a legal obligation to protect vulnerable customer and client groups such as children in care, or if the role involves working with children or vulnerable adults.

Criminal records checks must be carried out through the Disclosure and Barring Service.

Treatment of an applicant with spent convictions

A 'rehabilitated person' must be treated as a person who has not committed, been convicted of, or charged with a criminal offence and must not be in any way prejudiced or treated differently as a result of the spent conviction or its non-disclosure.

If an applicant has a spent conviction or fails to disclose one then this will not be grounds for rejecting the applicant, unless they have applied for an exempt position.

Treatment of an applicant with convictions that are not spent

If an applicant has convictions that are not spent, the existence of the convictions may be a good reason for rejecting an applicant.

Considering the relevance of an unspent criminal record and risk assessment

When assessing the risk of employing a person with a criminal record, the interviewers should consider the applicant's skills, experience and conviction circumstances against the risk criteria they have identified for the role. For example, a convicted fraudster might be considered to be a lower risk working as a road sweeper than as a cashier in a shop.

Relevant factors include:

• The nature of the crime and the applicant's attitude to the offence(s) (e.g. feeling remorse, accepting responsibility for it)

• Whether it was a one-off event

• When the offence(s) happened. Is it old or recent? What is the length of time since an offence(s) took place? Was the applicant a juvenile when it happened?

• The circumstances at the time that led to the offence, such as the context behind the behaviour (e.g. was it premeditated or self defence?), and the applicant's personal circumstances at the time (e.g. dysfunctional family, serious financial issues or other pressures)

• Whether the applicant's circumstances have changed since the offence was committed, making re-offending less likely, e.g. improved personal circumstances, drug addiction therapy

• Repeat offences and patterns of offending

• Whether the type of offence(s) is relevant to the role? (e.g. exposure to money, property and vulnerable people)

• The extent of job supervision

• An individual's attempt to 'go straight' and the risk of re-offending

• Whether there is a conflict with legal duties, e.g. the duty to provide a safe working environment

• Possible reactions of employees, customers etc., objectively assessed

• The availability of assessments and reports from those agencies involved in the applicant's process of rehabilitation, e.g. the Probation Service and specialists working in prison

• The main focus should be whether the offence(s) is relevant to the duties that the applicant may be expected to undertake as part of the job.

The Disclosure and Barring Service

We have a legal requirement to perform additional checks if the role involves working with children or vulnerable adults.

If the role involves any potential, direct or indirect contact (no matter how infrequent) with children or vulnerable adults (such as the elderly or adults with disabilities), then the interviewers must contact the Disclosure and Barring Service (DBS) to obtain information on whether checks should be made and to perform those checks where required. A DBS check must be undertaken for all applicants including those applying to undertake volunteer work.

A DBS check will reveal whether or not an individual appears on one of the 'barred' lists of people who are unsuitable for working with children and/or vulnerable adults, which are managed by the DBS.

Right to live and work in the UK

It is a criminal offence to employ a person aged 16 or over who does not have permission to live and work in the UK. We could be prosecuted and receive an unlimited fine and/or a maximum 2-year prison sentence.

In addition, we may be liable to a civil penalty for unlawfully employing a worker who does not have a right to work in the UK. Depending on the circumstances, the Home Office may issue a civil penalty of up to £20,000 per illegal worker.

Obtaining proof of right to work in the UK & avoiding liability

All applicants, without exception, should be informed of the requirement to produce one or more of the documents set out below in list A or list B prior to commencing their employment.

To avoid potential claims of discrimination, every successful applicant must be treated in the same way without making any assumptions regarding their right to live and work in the UK.

Requesting and checking the documents

1. Ask for original documents and check them in the presence of the successful applicant.

2. Take all reasonable steps to check if the documents are genuine and that the prospective employee is their owner.

3. Take copies of the document(s), including all supporting documents.

4. Make a record of the date when the check was made.

5. Securely retain the copies for a period of not less than two years after the employment has come to an end.

6. If a document contains a photograph, satisfy yourself that the photograph is of the successful applicant.

7. If a document contains a date of birth, satisfy yourself that the date of birth is consistent with the appearance of the successful applicant.

8. Ensure that all photographs and dates of birth are the same in all the successful applicant's documents. If necessary, ask the successful applicant if there is any reason for them having different names on the documents.

9. If the document is not a passport or other travel document, you should keep a copy of the whole of the document.

10. If the document is a passport or other travel document, you should keep a copy of the following pages:

    (a) The front cover (not required if the document is a passport, but this is recommended)

    (b) Pages containing the holder's personal details including nationality

    (c) Pages containing the holder's photograph, signature and date of birth

    (d) Any page containing the holder's biometric details

    (e) Any page containing the document expiry date and expiry date of any leave to remain in the UK

    (f) Any page containing information indicating the holder has an entitlement to enter or remain in the UK and undertake the work in question

11. All other documents must be copied in their entirety.

If the document obtained is from list A then no further checks are necessary.

If the successful applicant is unable to produce a document from list A and provides a document from list B, then their right to work in the UK must be re-checked. This list is divided into 2 groups which have different obligations regarding re-checking, as follows:

Group 1: A further check must be done when the applicant's right to work in the UK expires. On expiry, if you know or are satisfied that they have made another application or appeal to vary or extend their right to work and you use the Employer Checking Service (ECS), the obligation to re-check their documents will be extended for up to 28 days. The ECS should then be contacted to obtain a Positive Variation Notice, which will give a further 6 months before any document checks will have to be made.

Group 2: Documents in this group require the use of the ECS. A Positive Variation Notice can then be obtained giving a further 6 months before any document checks will have to be made.

Dates for the re-check must be diarised and acted upon by Kamran Niazi.

If the ECS send a Negative Variation Notice we risk incurring a civil penalty if the applicant is still working for us. If a Negative Variation Notice is received, Kamran Niazi must be immediately informed before any further steps are taken.

List A

1. A passport showing that the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the United Kingdom and Colonies having the right of abode in the United Kingdom.

2. A passport or national identity card showing that the holder, or a person named in the passport as the child of the holder, is a national of the European Economic Area or Switzerland.

3. A Registration Certificate or Document Certifying Permanent Residence issued by the Home Office to a national of a European Economic Area country or Switzerland.

4. A permanent residence card issued by the Home Office to the family member of a national of a European Economic Area country or Switzerland.

5. A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.

6. A current passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.

7. A current Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, together with an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.

8. A full birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder's parents or adoptive parents, together with an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.

9. A full birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland, together with an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.

10. A certificate of registration or naturalisation as a British citizen, together with an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.

List B

Group 1 - Documents that need to be re-checked when the right to stay or work in the UK expires

1. A current passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to do the type of work in question.

2. A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder which indicates that the named person can currently stay in the UK and is allowed to do the work in question.

3. A current Residence Card (including an Accession Residence Card or a Derivative Residence Card) issued by the Home Office to a non-European Economic Area national who is a family member of a national of a European Economic Area country or Switzerland or who has a derivative right of residence.

4. A current Immigration Status Document containing a photograph issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK, and is allowed to

do the type of work in question, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

Group 2 - Documents that need to be re-checked after 6 months

1. A Certificate of Application issued by the Home Office under regulation 17(3) or 18A (2) of the Immigration (European Economic Area) Regulations 2006 to a family member of a national of a European Economic Area country or Switzerland stating that the holder is permitted to take employment which is less than 6 months old together with a Positive Verification Notice from the Home Office Employer Checking Service.

2. An Application Registration Card issued by the Home Office stating that the holder is permitted to take the employment in question, together with a Positive Verification Notice from the Home Office Employer Checking Service.

3. A Positive Verification Notice issued by the Home Office Employer Checking Service to the employer or prospective employer which indicates that the named person may stay in the UK and is permitted to do the work in question.

A National Insurance number on its own is not enough to satisfy our legal requirements and we must have a document from the above lists.

References

At least two references should be obtained for each successful applicant from appropriate referees.

An appropriate referee is an independent third party who has had direct experience of a successful applicant's work, education or training in a supervisory capacity. One of the references must come from the applicant's previous or current employer. If the current or previous employer is related to the successful applicant then a reference should be obtained from his or her prior employer. Personal references or other references from independent third parties may be obtained as deemed necessary by the interviewers.

The successful applicant's written consent should be obtained before approaching any referees.

References are confidential and must be filed in the successful applicant's personnel file.

When requesting references, the following should be considered:

i. What information is required (such as confirmation of the successful applicant's ability to perform the role, their previous position or responsibilities etc.)

ii. Who in the referee's organisation would be best placed to provide the reference?

iii. If the referee has requested that the reference should remain confidential then the reasons why the referee has asked for the reference not to be disclosed must be ascertained. An express assurance should only be provided upon obtaining a director's prior permission.

If the referee has requested that his or her identity should be concealed from the applicant, then it should be considered whether this is a reasonable request.

Once the references have been obtained, they should be reviewed and cross checked against information provided by the successful applicant. In most circumstances the successful applicant should be provided with a copy of the references or at least a substantial part of them. Matters to consider when deciding whether or not all or part of the reference should be disclosed include:

i. Where parts of the reference are confidential due to it containing information about other people, including their opinion.

ii. Where the referee has requested that the reference should remain confidential and an express assurance has been provided by confirming that it will not be disclosed. The reasons why the referee has

asked for the reference not to be disclosed should be considered. Information should be released to the successful applicant if it is reasonable in the circumstances to do so (such as information/facts which are already in the applicant's knowledge like details relating to performance which would have been discussed at an appraisal meeting, dates of employment etc.)

iii. A reference must be truthful and accurate and the successful applicant will need access to it to challenge any inaccuracy

iv. If there are any circumstances where it would be reasonable to withhold the reference from the successful applicant, such as if there is any realistic threat of violence against the referee

Medicals

There may be occasions where it will be necessary to make an offer of employment conditional on receiving a satisfactory medical report. This should be limited to situations where it is necessary and justified considering the duties to be performed in the role.

Before deciding whether a medical report is necessary, the interviewers should perform an impact assessment on whether the benefit gained from obtaining a medical report and processing information about the successful applicant's health justifies the privacy intrusion or any other adverse impact on them.

An impact assessment involves:

i. Identifying clearly the purpose(s) for which health information is to be collected and held and the benefits this is likely to deliver

ii. Identifying the likely adverse impact of collecting and holding medical information such as:

The extent of any intrusion into the private live of the successful applicant and his/her family

Will it be seen by those who do not have a business need to know, e.g. IT workers involved in maintaining electronic files or only by medically qualified staff or those working under specific confidentiality agreements?

What impact, if any, will it have on the relationship of mutual trust and confidence that should exist between a worker and their employer?

Will it be oppressive or demeaning?

iii. Considering alternatives to obtaining a medical report such as

Using a health questionnaire

Making changes in the workplace, for example, eliminating exposure to a hazardous substance, may remove the need to obtain information through testing

iv. Consider limiting the scope of a medical report such as:

Confining it to areas of highest risk

Enquiring whether medical testing can be designed to reveal only a narrow range of information that is directly relevant to the purpose for which it is undertaken

v. Taking into account the legal obligations that arise from collecting and holding health information and whether there are adequate resources to comply

vi. Whether, having considered all the above, it is justified

The interviewers must make a written record of:

i. The impact assessment

ii. Their decision

iii. The reasons for it - these should be objective and not subjective and should not single out certain applicants because of a protected characteristic such as their age or disability

iv. The justification for reaching their decision

This should then be placed in the successful applicant's personnel file.

Medical reports must not be obtained until after an offer of employment has been made or upon providing a conditional offer to the chosen applicant.

The applicant's prior written consent must be obtained before commissioning the medical report. Before consent is requested, the interviewers must ensure that they fully explain the reasons for and nature of the medical tests and how the results will be used to the successful applicant. They must also ensure that the successful applicant understands this and answer any questions or concerns that he or she may have.

The medical report must be prepared by an independent qualified doctor who we have commissioned to examine the successful applicant and provide a report. The medical report must be limited to providing an opinion on whether the successful applicant has any physical and/or mental health problems which could affect his/her ability to perform their duties under the role, both in the short term and in the long term. It should not cover matters which are outside the successful applicant's fitness to work.

Pre-employment health questionnaires

The Equality Act 2010 outlaws asking questions relating to health or disability and the use of health questionnaires before a job offer is made, unless it is being used in order to:

i. Determine whether any reasonable adjustments need to be made for an applicant during a recruitment process

ii. Determine whether an applicant can undertake a function that is vital ('intrinsic') to the role, such as enquiring about any mobility issues where the job entails handling heavy goods

iii. Monitor diversity amongst the applicants, such as enquiring whether an applicant is disabled in order to establish whether advertisements are reaching disabled people

iv. Take positive action to assist disabled people

v. Establish that the applicant has a disability where having a disability is an occupational requirement of the role

If the interviewers believe that a health questionnaire should be sent to an applicant prior to making a job offer then this should be discussed with a director before doing so. The reasons for sending the health questionnaire should be recorded in writing. This should then be attached to a copy of the health questionnaire and covering letter sent to the applicant and then filed with the applicant's other recruitment documents.

The Equality Act permits making any offer of employment conditional upon receiving a satisfactory health questionnaire.

A health questionnaire should be sent only in situations where it is necessary and justified considering the duties to be performed in the role. It should be used to ensure that an applicant will be able to perform the requirements of the role and give reliable service, and to ensure compliance with relevant health and safety regulations. The information is also required in order to establish whether any reasonable adjustments may need to be made to assist an applicant in performing their duties.

Whether a health questionnaire should be sent to the applicant and the required level of information about the applicant's health will depend on the nature of the role. A health questionnaire may be appropriate where the role involves driving or there is exposure to chemicals or the role involves working at night.

The health questionnaire should be sent separately from the application form. It should not include questions asking the applicant to disclose details of past health but should focus on the applicant's current capabilities which are necessary for the role.

Upon receipt, the completed health questionnaire must not be read but it should be sent directly to an independent qualified doctor whom we have commissioned to report back with their professional opinion as to whether the applicant is fit to perform the role or whether a medical examination is required at a later stage

in the recruitment process. It should not cover matters which are outside an applicant's fitness to perform the role. The contents of the completed questionnaire should be treated as being confidential and data protection legislation requiring the use, storage and security of data should be strictly complied with.

An applicant's prior written consent must be obtained before sending a completed health questionnaire to a doctor. Before consent is requested, the interviewers must ensure that the applicant is informed of what the doctor will be instructed to do and how the results will be used. They must also ensure that the applicant understands this and answer any questions or concerns that he or she may have.

If the answers reveal that an applicant is disabled then reasonable adjustments must be made to the workplace to accommodate him/her.

Verifying the information provided by an applicant

All information provided by an applicant should be verified where possible.

In the majority of cases, this can be done by asking the applicant to produce evidence of their qualifications such as university degree certificates or a practising certificate issued by a professional body.

If an organisation or institute needs to be contacted to verify the information received, then the prior written consent of the applicant must be obtained before doing so. A copy of the consent should be sent with the letter to the relevant organisation or institute. Any request for information must be limited to verifying the information provided by the applicant.

If any discrepancies are discovered, then the applicant should be given a chance to provide an explanation.

Data protection and keeping records

Data protection legislation applies to the recruitment process as records containing some personal information of each applicant will be generated and held on file.

Criminal convictions

Any records containing information regarding an applicant's criminal record(s) must be kept confidential and:

i. Must not disclosed to anyone unless there is a specific reason for doing so

ii. The successful applicant must be informed who in the organisation knows of the conviction and the reasons why the information has been disclosed

iii. Be kept secure in a lockable filing cabinet with access restricted to staff responsible for recruitment and directors and line managers

The results of a criminal records check should be destroyed after verification unless it is necessary to keep them for compliance reasons.

Retention of recruitment records

An applicant may make a claim for discrimination even though they were not eventually employed.

All correspondence with unsuccessful applicants (including details of their application, interview notes and any consents obtained) should be retained for a minimum period of six months, unless, for compliance reasons, they must be held for longer. Thereafter, the information should be destroyed.

All unsuccessful applicants must be informed of this.

An unsuccessful applicant can ask for access to the interview notes (and other personal data) if these form part of a set of information which has been filed together with the application form and other recruitment documents.

To avoid allegations of discrimination, the process of obtaining and retaining recruitment information must be consistent.

22 **OVERTIME**

If instructed by us, an employee shall work overtime from time to time.

We shall give an employee reasonable notice of any overtime that the employee is required to work.

We shall pay an employee such overtime rate per hour for overtime work (if any) as may be set out in his/her employment contract, but shall not otherwise make any payment in respect of overtime work.

23 **WORKING HOURS AND WORKING FROM HOME**

An employee's hours of work shall be set out in his/her employment contract.

Employees may be required to be on call whilst at home, such as during weekends and during periods when the business premises are shut. Employees on call whilst at home will only be paid for actual work done. For the avoidance of doubt, employees will not be paid for being on call during periods when they are not actually working, such as when they are asleep or waiting for work.

In these circumstances an employee, if requested, will fill in a timesheet, each month detailing the actual hours worked and breaks taken.

If an employee is found to have submitted falsified timesheets, then they will be subject to disciplinary action which may result in their dismissal for gross misconduct.

24 **WHEN SALARIES ARE PAID**

Salaries are paid monthly in arrears direct to the account of the employee concerned. These payments are made on the last working day of each month. A statement is issued to every employee towards the end of each month showing details of the amount being paid into the account, together with the deductions for income tax, National Insurance and other lawful deductions.

Overtime is paid (if applicable) in the pay period after the one in which it was worked.

A new member of staff should see Kamran Niazi as soon as possible upon taking up their appointment, taking the income tax form P45 (supplied by the previous employer) or, if not previously employed, proof of their National Insurance number.

25 **SALARY REVIEWS**

Employees' salaries are reviewed annually. Subject to individual contract terms, the decision as to whether or not an employee's salary should be increased following a review and, if so, to what extent, remains a matter within our absolute discretion. We will not act arbitrarily, capriciously or unfairly in exercising our discretion.

Our bonus scheme allows staff to be rewarded when, through a particular one-off achievement, they have contributed exceptionally to the business. Details of the scheme can be obtained from Kamran Niazi.

26 **RETIREMENT**

Policy purpose and scope

The purpose of this policy is to inform employees of:

• Our policy regarding retirement

• The procedure to be followed prior to an employee retiring

Where possible we aim to work with employees to accommodate their retirement plans and to encourage employees to discuss their plans with us in an informal environment.

Equal opportunities

We are committed to applying our equal opportunities policy statement for all matters relating to an employee's employment which includes treating all our employees fairly, regardless of their age.

We aim to treat each employee consistently. However, this may not always be possible as an employee's treatment may differ due to their own particular circumstances.

No compulsory retirement age

We do not currently operate a policy of requiring our employees to retire when they reach a particular age. However, we will review this policy from time to time and it may be subject to change which may affect some or all our employees.

Retirement procedure

Employees may choose when they wish to retire.

If an employee wishes to retire then they should provide us with at least the amount of notice as required under the terms of their employment contract. However, wherever possible, we would welcome having as much advance notice of the employee's intended retirement as possible, so that we may plan for the future requirements of the business.

We may wish to arrange a meeting with the employee to discuss their decision to retire and other matters, such as confirming the date of the employee's last working day and investigating whether their retirement may be avoided or postponed, depending on the needs of the business at that time.

Discussing your future plans

We aim to encourage all our employees to discuss their short, medium and long term aims and aspirations so that we can help identify their training or development needs. This also allows us to discuss our future work requirements and what impact they may have on an employee.

We also aim to encourage all of our employees to openly discuss their future retirement plans with us at any time. Such discussions can be informal and will remain confidential.

Employees will not be discriminated against or treated detrimentally:

1. Because they have not informed us of their retirement plans
2. Due to their retirement plans. Nor will they be pressurised into fulfilling them.

We recognise that employees may change their mind or that unforeseen circumstances may force them to rethink their position.

Holding such discussions is mutually beneficial as it will help us identify how we can meet an employee's aspirations and allow us to make more informed decisions when considering the future plans of the business.

If an employee's retirement plans have changed from those previously communicated to us, then we should be kept informed of them by the employee, as soon as it becomes reasonably practicable for them to do so.

General

This policy is non-contractual.

Employees will be notified of any changes made to this policy.

27 **PENSIONS**

The employment is pensionable and, subject to eligibility, an employee may join the following employee pension scheme:

The National Employment Savings Trust (NEST) or other suitable automatic-enrolment scheme, subject to its rules and regulations as may be amended from time to time.

28 **APPRAISAL**

An employee in a managerial or supervisory position is required each year to give his/her staff constructive, objective, honest and timely appraisals of their performance. These should try to envisage developing plans for improvement, which should take into account the goals of the business and, where possible, the relevant aspirations of the individual.

29 **CARS**

In certain circumstances as part of an employment agreement, we may provide an employee with a motor car of an age and type (in our opinion) appropriate to his/her responsibilities and position. Such motor car shall remain our absolute property. In these circumstances:

• The employee shall take good care of the motor car and shall observe the terms and conditions of the insurance policy relating thereto. Additionally, the employee shall immediately notify us if he/she is summonsed for or convicted of a driving-related offence.

• The employee shall comply with all regulations laid down by us from time to time with respect to our motor cars and on the termination of his/her employment for any reason (and whether lawfully or unlawfully), or in the event that the employee ceases to hold a current full driving licence by reason of disqualification or for any other reason, the employee shall forthwith return the motor car and the keys thereto to us.

• An employee is aware and accepts that a conviction for a driving-related offence may have an effect on his/her continuing to be provided with a motor car, and may lead to his/her dismissal if he/she cannot perform his/her duties without driving a motor car.

30 **BASIC HOLIDAY ENTITLEMENT**

The holiday year runs from 6 April to 5 April of each year.

Full-time employees that have regular working hours

For each holiday year an employee is entitled to 28 days' paid holiday inclusive of normal public holidays.

Full-time employees that have irregular working hours

For each holiday year an employee's holiday entitlement will accrue based on the number of hours actually worked. The employee's holiday entitlement will therefore be calculated on an 'ongoing' basis and will be inclusive of normal public holidays.

Part-time employees

If an employee is contracted to work fewer than five days per week, their holiday entitlement (inclusive of normal public holidays) is based on the number of working days that they are contracted to work per week out of a total of five working days. The employee's total annual holiday entitlement will be calculated by prorating a full-time employee's annual holiday entitlement by their 'working percentage'. For example, if an employee is contracted to work three days per week and a full-time employee is entitled to 28 days' annual holiday entitlement, the part-time employee will be entitled to 60% (3/5ths) of 28 days, making a total of 16.8 days' annual holiday entitlement inclusive of public holidays. This holiday entitlement must be used by the employee to cover all public holidays that occur on the employee's normal working days.

All employees

An employee shall give a minimum of 4 weeks' notice prior to the commencement of their holiday dates. These dates are to be agreed with us before the holiday is taken. Any applications made at shorter notice will be considered on its merits and be subject to staffing requirements and the needs of the business and may be refused.

The 'normal public holidays' are: New Year's day, Good Friday, Easter Monday, Early May bank holiday, Late May (Spring) bank holiday, Summer bank holiday, Christmas day, Boxing day.

An employee shall not be entitled to carry forward any holiday allowance into the next holiday year, except as required by law.

In the event that the government announces one or more unique extra bank or public holidays in addition to those specified above (the 'extra days'), then we may, in our absolute discretion, temporarily increase an employee's total holiday entitlement to include some or all of the extra days for the holiday year in which they fall (to be prorated for part-time employees). We will confirm whether or not he/she will receive an additional holiday entitlement with respect to the extra days and if it will be paid or unpaid. If we agree to increase an employee's holiday entitlement then we shall not be obliged to do the same in subsequent years where the government announces an extra unique bank or public holiday.

An employee will be deemed to have used their statutory minimum holiday entitlement prior to any holiday entitlement they may be entitled to in excess of the statutory minimum.

Holiday entitlement shall continue to accrue during long-term sickness absence and, subject to certain conditions, if the employee is sick or injured either immediately before or during their pre-arranged holiday entitlement. See section 4 'Notification of sickness' above for further details.

An employee can take a maximum of two weeks holiday at any one time (including weekends and bank and public holidays) unless they have our prior written approval.

Any requests for unpaid leaves of absence will be considered on their merits and be subject to staffing requirements and the needs of the business and may be refused.

If we have a shutdown period (such as over Christmas and/or New Year) which applies to an employee, the employee shall retain a sufficient number of days from their basic holiday entitlement to cover the shutdown period. Accordingly no later than six months after the start of the holiday year, we shall notify the employee, either individually or by way of a general notice to staff, of the number of days' holiday to be retained.

Except upon a termination of the employment, an employee is not entitled to pay in lieu of any part of the holiday entitlement that has not been taken as paid holiday.

We may require that an employee take any unused basic holiday entitlement during the period of any notice of termination of employment.

If an employee starts or leaves the employment during a holiday year as defined in this section, the employee's holiday entitlement shall be calculated on a pro rata basis. When an employee leaves, we shall be entitled to deduct an amount from the employee's salary in respect of any holidays taken in excess of

their entitlement and/or seek to recover the same as a debt if the employee has already been paid the said excess.

On termination of an employee's employment, with the exception of statutory family-related leave or accrued holiday entitlement due to sickness, an employee's unused holiday entitlement will be calculated at the rate of pay that applied to the individual employee during the period in which it accrued, which may not necessarily be the rate of pay applicable on the date of termination.

31 **STUDY AND TRAINING**

We are committed to the development and training of our staff. We aim to ensure that an employee is trained to levels appropriate to his/her role, in order to perform legally and effectively in the best interests of himself/herself, of others and of the business.

In order to achieve these aims, we aim to:

1. Identify staff training and development needs in the light of, for example, statutory requirements, necessary standards of competence, innovation and personal aspirations

2. Give all employees, upon commencement of employment, training in the areas they will be responsible for during the course of their employment.

3. Set annual priorities in the light of these needs, given budgetary constraints

4. Produce annual costed training and development plans to ensure that these priorities are addressed

5. Provide appropriate and high-quality induction, training and development programmes for all employees

6. Monitor and evaluate the effectiveness of induction, training and development programmes with a view to continued improvement

7. Keep a record of the training received by each employ

In addition to undertaking mandatory training required by law, employees are expected to avail themselves of the opportunities provided by us, and to make use of training and development to enable them to respond flexibly to change.

If at any time during the course of their employment, an employee or their line manager feels that extra training or studying would be of benefit, the matter may be discussed with their line manager, who will endeavour to provide as much support as possible.

Training courses are organised through Adnan Niazi.

The statutory right

Eligible employees have a statutory right to request to undertake study or training (or both) if made for the purpose of improving the employee's effectiveness at work and if it will also improve the performance of our business.

In order to make a request under the statutory right, an employee must:

1. Have worked for us for a continuous period of 26 weeks at the date of application

2. Not have made an earlier application under the right during the past 12 months from the date of receipt of the current application (unless we are required under law to ignore the earlier application - see below)

3. Not be an agency worker, member of the armed forces, a young person of compulsory school age, a 16 or 17 year old who is already under a duty to participate in education or training as a result of Part 1 of the Education and Skills Act 2008, an 18 year old who is treated as if Part 1 of the Education and Skills Act 2008 applies to them or a young employee who already has a statutory right to paid time off to undertake study or training (under section 63A of the Employment Rights Act 1996).

The application procedure

An employee should make the application in writing, ensuring that it is dated and:

1. States that it is being made under section 63D of the Employment Rights Act 1996.

2. Provides the date upon which the employee's last application (if any) was submitted to us and how it was delivered.

3. Provides the following details of the proposed study or training:

   a) Its subject matter

   b) Where and when it would take place

   c) Who would provide or supervise it

   d) What qualification it would lead to (if any)

   e) How the employee thinks it would improve their effectiveness in their job/role and the performance of our business

Within 28 days of receipt of the request, we will do one of the following:

1. Notify the employee in writing that we agree to their application

2. Notify the employee in writing if we consider that the application is invalid, giving reasons for our decision

3. Notify the employee in writing within seven days of receiving their application, that we require additional information from him/her so that we can give the request proper consideration. The employee must provide us with the additional information within seven days of receipt of our request. If the employee unreasonably refuses to provide the requested additional information we are entitled to treat their application as withdrawn and shall write to the employee confirming this

4. Hold a meeting with the employee to discuss the contents of the application, (including without limitation, the effect of the proposed study and/or training on the effectiveness of the employee's work and performance of our business, and the possibility of agreeing to vary some or all of the application, if necessary). The employee is entitled to be accompanied at such meeting by a work colleague or trade union representative whom we currently employ.

We will consider the request and will make a practical business assessment on whether, and if so, how it could be accommodated. If a meeting is held, we will notify the employee of our decision in writing within 14 days of the meeting.

An employee can appeal against a refusal within 14 days of receipt of our rejection letter. The employee should make the appeal in writing, ensuring that it is dated and states the grounds of the appeal. Where possible, the employee's appeal will be heard by a different person than the one who considered the employee's initial application.

Within 14 days of receipt of the employee's appeal letter, we will either notify the employee in writing that their appeal has been successful or we will hold a meeting with the employee to discuss his/her appeal. The employee is entitled to be accompanied at such meeting by a work colleague or trade union representative whom we currently employ.

After that meeting has been held, we will write to the employee within 14 days to notify him/her of the outcome of their appeal.

Extending time periods

If the person who would normally deal with an employee's application is absent from work on the day that it is received, then the time by which we must hold a meeting with the employee to discuss the contents of their application (28 days), will not begin to run until the day the person dealing with it has returned to work or 28 days from the date the employee's application is received, whichever is sooner.

The timescales mentioned above for holding meetings and issuing notices of decisions on applications and appeals can be extended by agreement. If an agreement is reached, we will write to the employee

confirming the date of the agreement, the period of time that the extension relates to and the date that the extension ends.

Grounds for refusal

We may refuse all or part of an employee's statutory request for time to study or undertake training on one or more of the following grounds:

1. It would not improve the employee's effectiveness in our business
2. It would not improve the performance of our business
3. The burden of the additional costs would be too high
4. It will have a detrimental effect on our ability to meet customer demand
5. It will have a detrimental impact on quality
6. It will have a detrimental impact on performance
7. We will be unable to reorganise work amongst existing staff
8. We will be unable to recruit additional staff
9. There will be an insufficient amount of work during the periods the employee proposes to work
10. There are planned structural changes during the proposed study or training period

Withdrawing an application

An employee may withdraw their application, either orally or in writing, anytime before we have notified him/her of our decision. If we receive an oral request to withdraw, we shall confirm it in writing to the employee.

If an employee withdraws their application, it will still count as a request received under the statutory right.

Ignoring an earlier application

An employee is only permitted to make one request in any 12 month period.

However, we shall, at the employee's request, ignore an earlier application made in the 12 month period prior to the date of receipt of the current application, if at the time of making the current application, the employee notifies us that he/she:

1. Mistakenly submitted an earlier application before 12 months had elapsed and now wishes to withdraw the earlier application

2. Did not start the study and/or training course which we previously agreed following an earlier application because the training was cancelled by us, the institute undertaking the course, some other provider or facilitator or the person who was supervising it, unless it was cancelled due to the employee's conduct in relation to the study or training

3. Did not start the study and/or training course which we previously agreed following an earlier application because of some unforeseen circumstance beyond the employee's control

Notifying an employee of the decision

If we accept an employee's application, we will write to him/her detailing the subject matter of the study or training, where and when it will take place, who will provide or supervise it and what qualification it will lead to (if any). We will also state whether or not the employee will be paid whilst undertaking the agreed study or training; who will be responsible for the direct costs of the study or training course; and provide details of any required changes to the employee's working hours. If we accept only part of an employee's application we will write to him/her stating which part of the application is agreed to and provide the same information in respect of the agreed part.

If, as a result of our discussions, an agreement is reached with the employee to meet their study or training needs which is different (in whole or in part) to the details set out in the employee's application, we will write to him/her confirming the details of the agreement and provide written evidence of the employee's agreement to it. This agreement will usually be drafted with the employee at the meeting where it is discussed.

If an employee's application is refused, we will write to him/her identifying the statutory grounds for refusal, explaining why we think the grounds apply in the circumstances and, where applicable, confirm the internal appeal procedures. If we refuse only part of an employee's application, we will write to him/her stating which part of the application is rejected and provide the same information in respect of the rejected part.

Meetings to discuss an employee's application or appeal

An employee is entitled to be accompanied at such meetings by a work colleague or trade union representative whom we currently employ

The companion can address the meeting and confer with the employee during it, but may not answer questions independently of the employee

The meeting will take place at a time and location that is convenient to us and the employee

If the employee's companion is unable to attend the meeting, the employee can request it to be rearranged at a mutually convenient time for all attendees, which should be within seven days of the date originally proposed for the meeting

We are entitled to regard an employee's application to be withdrawn if he/she fails to attend a meeting to discuss their application or appeal on more than one occasion without reasonable cause, and we shall write to the employee confirming this

Employee's duties after agreeing an application

If we have agreed to all or part of an employee's application, then the employee must inform us in writing (ensuring that their correspondence is dated) if he/she:

1. Failed to start or complete the study or training course

2. Undertakes or proposes to undertake any studies or training that differs from the details provided in our correspondence notifying the employee of our decision to accept their application

General

If we agree to one employee’s request, this does not set a precedent or create a right for another employee to have the same or similar application granted. This applies to all employees (whether or not they have a statutory right) who apply for time to study or undertake training.

32 **USE AND RETURN OF EQUIPMENT**

Purpose and scope

In this policy the term:

1. 'staff' refers to all individuals working for us at every level or grade, whether they are employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience

2. 'equipment' refers to any item we have provided or made available to staff for their use, such as but not limited to, vehicles, computers, printers, monitors, mobile phones, desks, chairs, filing cabinet tools and safety equipment

3. 'networks' refers to all our networks or systems such as, but not limited to, computer networks (including servers and the information or data held on them), fire and security systems (including, where appropriate CCTV) and telephone network systems

This policy sets out the responsibilities of staff regarding the use and care of our networks and equipment and the return of equipment upon termination of their contract, or in the case of employees, their employment.

Appropriate use

Members of staff may access or use our networks and designated equipment in order to undertake their usual day-to-day activities and perform their obligations and duties, subject to any restrictions that are required for reasons of security, legal compliance, data protection or health or safety or which have been imposed following previous incidents of misuse.

We expect all of our equipment and networks to be used in a proper and professional manner. They are provided by us at our own expense for our own business purposes. It is the responsibility of each member of staff to ensure that they are used for their proper purpose and in a manner that does not compromise our business in any way.

Unacceptable use

Staff should not damage, destroy, modify, disable or otherwise interfere with our networks or equipment as this could harm our business and may cause financial loss or damage to our reputation.

Vandalism or intentional unauthorised interference with our networks or equipment constitutes an act of gross misconduct and could result in summary dismissal or immediate termination of contract.

Security

All members of staff are required to take reasonable steps to protect our networks and equipment from unauthorised access and harm.

Staff are responsible for the general security of our networks and equipment, which includes:

1. Ensuring that equipment is properly looked after, securely stored and otherwise kept safe at all times, particularly when travelling

2. Not allowing our networks or equipment to be accessed or used by anyone else, unless given prior authority to do so

3. Ensuring that any passwords or security codes are protected and not disclosed to others

Staff will be required to pay to us the replacement cost of any item of equipment which is lost or stolen whilst under their control, due to their negligence, or deliberate or reckless act or omission.

Staff must not download confidential information from our computer network or server(s) or attempt to gain access to restricted areas of our networks (such as password-protected files), unless they have prior authorisation to do so.

We reserve the right to prevent access to our networks, require members of staff to return designated equipment to us or restrict their ability to use equipment, if we reasonably believe that they have been used or treated contrary to the terms of this policy.

Personal use of equipment

Equipment is provided for the exclusive use by staff in order to perform their obligations and duties.

Unauthorised use of equipment for personal and private purposes is strictly prohibited.

Return of equipment

On the termination of a member of staff's employment or contract, for any reason, they must promptly and without unreasonable delay, return any items of equipment to us. This must, in any event, be done by no later than the date specified by us at the time.

Any items of equipment must be returned in the same condition as when provided, subject to reasonable wear and tear.

If an item of equipment is damaged whilst under the member of staff's control, reasonable wear and tear excepted, they shall be required to pay to us the cost of repairing the damage. In certain circumstances, this may include the replacement cost of the equipment if it cannot, in our reasonable opinion, be repaired.

If staff are allocated one or more items of equipment for use at their home or away from our premises, they will be asked to sign a receipt for the equipment. The signing of a receipt shall constitute written consent for us to deduct a sum equal to the market value of any item of equipment (or the cost of repair) from their wages, should it be lost, stolen or damaged whilst under their control, due to their negligence or deliberate or reckless act or omission, or should they fail to return it to us either when demanded, or in the event of the termination of their employment or contract.

Consequences of breaching this policy

Any member of staff found to be in breach of this policy, such as for deliberate, negligent or reckless failure to take proper care of an item of equipment, resulting in it being lost, damaged or stolen, may be disciplined under the disciplinary procedures (section 17) or in certain circumstances summarily dismissed for gross misconduct or (in the case of non-employees) have their contracts terminated.

33 **PERSONAL RELATIONSHIPS AT WORK**

We recognise that employees who work together may form personal friendships and, in some cases, close personal relationships. We do not, as a general rule, wish to interfere with such personal friendships and relationships. However, we must also ensure that employees continue to behave in an appropriate, professional and responsible manner at work, and that they continue to fulfil their job duties both diligently and effectively. These rules are therefore aimed at striking a balance between employees' right to a private life, and our right to protect our business interests.

The following rules apply to employees embarking on close personal relationships at work, whether the relationship is with a fellow worker, client, customer, supplier or contractor:

1. An employee must not allow his/her relationship to influence his/her conduct at work. Intimate behaviour during normal working hours or on employer or client premises is prohibited. This includes, but is not limited to, holding hands, other close physical contact, discussions of a sexual nature or kissing.

2. If an employee embarks on a relationship with another employee in his/her department, he/she should declare this to his/her line manager as soon as reasonably practicable.

3. If an employee is a manager and he/she embarks on a relationship with a more junior member of staff, he/she should declare this to a director as soon as reasonably practicable. This is particularly important if he/she is the line manager of the employee, because of the risk of the junior employee being afforded more favourable treatment, or less favourable treatment if the relationship subsequently breaks down. In order to avoid a situation where he/she has managerial authority over a junior member of staff with whom he/she is having a relationship, we reserve the right to elect to transfer one or both the employees to a job in another department, either on a temporary basis or permanently. We will first consult with both the employees to try and reach an amicable agreement on transfer.

4. If an employee begins a relationship with a client, customer, supplier or contractor and his/her relationship allows the potential for him/her to abuse his/her level of authority, he/she must declare the relationship to his/her line manager (or a director if the employee is a line manager) as soon as is reasonably practicable. In these circumstances, we reserve the right to elect to transfer such an employee to a job in another department where he/she will not be able to exert undue influence over the other party, either on a temporary

or permanent basis. We will first consult with the employee to try and reach an amicable agreement on transfer.

5. If a personal relationship (or the breakdown of a personal relationship) starts to affect the employee's performance or conduct at work, then his/her line manager (or a director if the employee is a line manager) will speak to him/her with a view to his/her previous level of performance or conduct being restored. However, if the employee's performance or conduct fails to improve, the matter will become a disciplinary one, and will be dealt with under our disciplinary procedures (section 17).

6. If an employee is having, or has had a personal relationship, and he/she is found to have afforded either more or less favourable treatment to the other employee because of this relationship, or he/she has exercised undue influence over a client, customer, supplier or contractor, this is a disciplinary matter and will be dealt with under our disciplinary procedures (section 17).

34 **CONDUCT ON BUSINESS AND CORPORATE HOSPITALITY EVENTS**

In this policy the term:

1. 'staff' refers to all individuals working for us at every level or grade, whether they are directors, officers, partners, employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience.

2. 'drugs' refers to controlled substances, and prescribed or over-the-counter medication which are being, or are intended to be, misused or used contrary to medical instructions or advice.

3. 'controlled substances' refers to drugs that are unlawful under criminal law.

As a general rule, what staff do after normal working hours and off our premises is a personal matter and does not directly concern us. However, there are some exceptions to this rule. We will become involved where incidents occur:

1. At office parties, office drinks events or other work-related social occasions or gatherings, whether organised by us or by an employee

2. At social occasions or gatherings organised by our customers, clients or suppliers where an employee has been invited in his/her capacity as an employee of ours

3. At meetings, social occasions or gatherings organised for our customers, clients or suppliers

4. At work-related conferences, shows, exhibitions or media events

5. Whilst a member of staff is working away or abroad on business on our behalf

On these occasions, staff will be deemed to still be at work and:

1. May only drink moderately if drinking alcohol, and are expressly prohibited from possessing controlled substances or using drugs

2. Must ensure they are well within the legal limits if they are driving

3. Must ensure that they remain professional at all times acting in an appropriate, mature and responsible manner

4. Must not, by their conduct, actions or inactions, detrimentally affect our business or reputation or put us at risk of criminal prosecution or civil liability

Any member of staff found to have harassed or verbally or physically abused or assaulted another member of staff or a customer, client or supplier of ours, or who otherwise brings the reputation of the business into disrepute at such an event, will be subject to disciplinary action under our disciplinary procedures (section 17) or, if self-employed, will be regarded to be in material breach of contract and may have their contract of services terminated.

Depending on the circumstances of the case, such behaviour may be treated as potential gross misconduct, and could render an employee liable to summary dismissal.

Where an employee's off-duty conduct involves the committal of a criminal offence, then we will consider whether the offence is one that makes an employee unsuitable for their type of work, or unacceptable to other employees, taking into account length of service, status, relations with fellow workers and the effect on our business and reputation subsequent to a charge or conviction.

Please see section 33 on Personal Relationships at Work for our policy on employees embarking upon a personal relationship with one of their work colleagues.

35 **ADOPTION LEAVE**

Purpose and scope

This policy applies to employees who are adopting a child:

• From a UK-based adoption agency

• Through a UK local authority's 'Fostering for Adoption' scheme

• Through a surrogacy arrangement for a child born in the UK where a couple have applied for a parental order.

Some rules and requirements differ slightly depending on the adoption method being used.

This policy sets out how to apply for and take:

• Ordinary adoption leave and additional adoption leave

• Statutory adoption pay

• Time off work to attend adoption appointments.

It also sets out the employee's contractual rights (under their employment contract) while taking adoption leave, and their rights on returning to work.

In this policy:

• 'Employee' means the main adopter who is claiming statutory adoption leave and pay (except for the section on 'Adoption appointments')

• 'Being 'matched' means the date the employee is informed by a UK adoption agency that a suitable child has been found, or (for adoptions through a Fostering for Adoption scheme) informed by a UK adoption agency or local authority that a foster child will be placed with them

• 'Placement' or being 'placed' means the date the child starts or started living with the employee.

Employees can provide the written notices we require in this policy in electronic form, such as email, as long as it contains their electronic signature.

Implementing this policy

Kamran Niazi is ultimately responsible for implementing and monitoring this policy. The employee's line manager is responsible for making sure that the policy is followed. We will:

• Communicate this policy (and any amendments made to it) to all employees

• Make the policy available to view at all times

• Provide training and guidance to staff, as appropriate

• Monitor and review this policy and update it as necessary.

All staff affected by this policy should read and comply with it.

Who can get adoption leave and pay

The qualifying rules and requirements are explained below. Employees who are entitled to adoption leave and pay may take up to 52 weeks' adoption leave, and may get up to 39 weeks' statutory adoption pay.

Ordinary adoption leave

An employee will be entitled to take 26 weeks' ordinary adoption leave as long as they:

• (For adoptions from a UK adoption agency) are matched with a child and agree to the child being placed with them on the placement date

• (For adoptions through a Fostering for Adoption scheme) have been notified by a local authority that a child will be placed with them (in accordance with section 22C of the Children Act 1983) and agree to the child being placed with them on the placement date

• (For adoptions through a surrogacy arrangement) are entitled to a parental order and intend to apply for it within 6 months of the child's birth

• Give us the correct written notice

• Provide us with proof of the adoption or surrogacy.

Additional adoption leave

At the end of an employee's period of ordinary adoption leave, they will be entitled to take a further 26 weeks' additional adoption leave.

Statutory adoption pay

If the employee is entitled to take adoption leave, they will qualify for up to 39 weeks' statutory adoption pay (SAP) as long as:

• They are the only parent applying for SAP

• They have chosen to only receive SAP (and not Statutory Paternity Pay)

• They have stopped work and are on adoption leave

• (For adoptions from a UK adoption agency or through a Fostering for Adoption scheme) they have been continuously employed by us for at least 26 weeks by the end of the week in which they are informed of being matched with a child

• (For adoptions from a UK adoption agency or through a Fostering for Adoption scheme) they have earned on average at least the lower earnings limit for National Insurance calculated over the 8 weeks before the end of the week in which they were matched

• (For adoptions through a surrogacy arrangement) they have been continuously employed by us for at least 26 weeks by the end of the 15th week before the week in which the baby is due

• (For adoptions through a surrogacy arrangement) they have earned on average at least the lower earnings limit for National Insurance, calculated over an 8-week period up to the end of the 15th week before the week the baby is due

• (For adoptions through a surrogacy arrangement) they give us the child's actual date of birth as soon as reasonably possible after the child is born.

To work out the 15th week, find the Sunday before the due date (or use the due date if it is a Sunday) and count back 15 Sundays from there.

If SAP is payable, it will be paid:

• Throughout the 26 weeks' ordinary adoption leave, and

• For the first 13 weeks' additional adoption leave.

Employees should contact Kamran Niazi if they are not sure whether they are entitled to SAP, and for the current SAP rate.

Who cannot get adoption leave and pay

An employee cannot get adoption leave or statutory adoption pay (SAP) if they:

• Become a special guardian or kinship carer

• Adopt a family member or stepchild

• Adopt privately (for example, without permission from a UK authority or adoption agency)

• Foster through a local authority's Fostering for Adoption scheme but don't adopt

• Adopt through a surrogacy arrangement but aren't entitled to a parental order or didn't apply for it.

Initial written notice we require

An employee must give their line manager the following written notice before starting adoption leave or SAP:

Adoptions from a UK adoption agency or through the Fostering for Adoption scheme

The employee must give us:

• A copy of the matching certificate as soon as they get it

• Written notice of their intention to take adoption leave and/or SAP within 7 days of being matched (or as soon as possible afterwards).

The written notice must include:

• How much adoption leave the employee wants to take (if known)

• The date they want their adoption leave and/or SAP* to start

• The expected placement date**

• A declaration that they have chosen to only receive SAP (and not Statutory Paternity Pay).

*The employee must give us the notice at least 28 days before the proposed SAP start date (or if this isn't reasonably possible, as soon as possible before).

**If the employee has chosen to start their SAP on the placement date, they must confirm the actual placement date to us in writing, as soon as possible.

When we get the employee's written notice we will write to them within 28 days to confirm:

• Their adoption leave start date and end date

• How much SAP they will get, and the dates it will start and end (if payable)

• The date we expect the employee to return to work (based on the information given in their notice or, if not given, on their taking the full 52 weeks' adoption leave entitlement)

Adoptions through a surrogacy arrangement

The employee must:

• Inform us of the baby's actual birth date as soon as possible after the child is born, so that we know when their adoption leave and SAP will start

• Give us the required written and statutory declarations (see below)

• Give us written notice of their intention to take adoption leave and/or SAP by the 15th week before the week in which the baby is due.

The notice must include:

• The baby's expected week of birth

• The date they want their adoption leave and/or SAP to start.

The required declarations include:

• A written declaration that the employee has chosen to only receive SAP (and not Statutory Paternity Pay) – to be given at least 28 days' before the date when they want their SAP to start (or as soon as possible afterwards if it is not reasonably possible to do so within 28 days)

• A statutory declaration giving the date that the employee wants their SAP to start – to be given to us within 14 days of our request (we will make this request within 14 days of receiving the notice mentioned above)

• A statutory declaration confirming that the employee intends to apply for a parental order under section 54 of the Human Fertilisation and Embryology Act 2008 with the other intended parent and that both parents expect that the parental order will be made – to be given within 6 months from the child's birth (or before if requested for SAP purposes).

When we get the employee's written notice we will write to them within 28 days to confirm:

• Their adoption leave start date and end date

• How much SAP they will get, and the dates it will start and end (if payable)

• The date we expect the employee to return to work (based on the information given in their notice or, if not given, on their taking the full 52 weeks' adoption leave entitlement).

The employee's line manager will be responsible for informing Kamran Niazi of the above.

Changing the adoption leave start date

The employee may change the date they want to start their adoption leave after they have given us their initial written notice. The employee must give us at least 28 days' prior written notice of the new start date (i.e. from the adoption leave start date given in the initial notice).

The employee may change the proposed start date (more than once). They must give written notice of the new start date to their line manager (or Kamran Niazi in their absence).

Proof of the adoption or surrogacy

The employee must provide proof of the adoption or surrogacy to show that they are entitled to adoption leave and SAP.

Adoptions from a UK adoption agency or through the Fostering for Adoption scheme

The employee must provide documents that show:

• Their name, and the name and address of the adoption agency or local authority

• The date the child was matched (for example, the matching certificate or local authority notification that a child will be placed)

• The date they were informed that the child would be placed with them, and the expected or actual date of placement (for example, a letter from the adoption agency or local authority).

Adoptions through a surrogacy arrangement

The employee must provide a written statutory declaration stating that:

• They intend to apply for a parental order with the other intended parent (under section 54 of the Human Fertilisation and Embryology Act 2008), and

• Both parents expect that the parental order will be made.

Both parents must sign the declaration in the presence of a witness, who may be any of the following:

• A practising solicitor

• A notary public

• A justice of the peace

• A Commissioner for Oaths.

Starting adoption leave and pay

Adoptions from a UK adoption agency or through the Fostering for Adoption scheme

The employee may start their adoption leave on a specified date up to 2 weeks before the child is expected to be placed with them, or on the placement date, but not on a date later than that.

The employee can also choose to start their SAP on a specified date (as above). But the SAP payments will not start (unless we agree otherwise) earlier than the:

• End of the 28-day notice period given in the employee's written notice, or

• Actual placement date if this date falls later than the day the child is placed with them.

Adoptions through a surrogacy arrangement

The employee may start their adoption leave and SAP on the day the child is born, or on the following day if they are at work that day, and no later.

When adoption leave and pay could stop once started

Adoption leave and SAP could stop after they have started if any of the following happens:

• The employee is told that the placement will not take place

• The child is returned to the adoption agency after placement

• The child dies after placement

• (For adoptions through the Fostering for Adoption scheme) the child has returned to their birth parents or a family member or friend

• (For adoptions through a surrogacy arrangement) the employee is refused a parental order or has not applied for it within 6 months of the child's birth.

Adoption leave and SAP will usually continue for 8 weeks from the end of the week in which any of the above events happen, or until the end of 52 weeks' adoption leave and/or 36 weeks' SAP (if earlier).

Terms of payment for SAP

SAP is payable for a maximum of 39 weeks. An employee can expect to get:

• *First 6 weeks*: 90% of their gross average weekly earnings (before deductions)

• *Next 33 weeks*: the statutory rate or 90% of their average weekly earnings, whichever is lower.

The employee will get a statement to tell them exactly how much SAP they are entitled to when they start their SAP.

SAP will be paid into the employee's bank account on the same date that they have received their salary (and subject to the usual deductions for tax, National Insurance and pension contributions).

SAP will stop if the employee returns to work early or if the placement is stopped.

Adoption appointments

This section applies to adoptions from a UK adoption agency or through a local authority's Fostering for Adoption scheme. It does not apply to adoptions through a surrogacy arrangement.

In this section 'employee' refers to the main adopter or the partner of the main adopter (as applicable).

If the employee is adopting a child on their own

The employee has a right to paid time off during their working hours to attend up to 5 adoption appointments.

If the employee is adopting a child with their partner

If the employee is adopting with their partner, one of them has the right to paid time off during working hours to attend up to 5 adoption appointments, and the other has the right to take unpaid time off to attend up to 2 appointments. The employee must decide which of them will apply for paid time off or unpaid time off.

The amount of time off and its purpose

The employee can only apply to take time off for an adoption appointment after they have been notified that a child is placed, or is expected to be placed with them.

The reason for the appointment must be to have contact with the child and for other related purposes.

The employee can take a maximum of 6.5 hours time off to attend each adoption appointment.

The number of appointments and amount of time off is the same if more than one child is being adopted at the same time.

Making a request to attend an adoption appointment

Before the employee attends an adoption appointment they must give us written notice of the following, at least 14 days before the intended appointment:

• The date and time of the appointment

• That the adoption agency has arranged or requested the appointment

• Whether the employee is taking paid time off or unpaid time off to attend the appointment (if they are adopting a child with a partner).

If the employee uses their right to take time off to attend an adoption appointment, they will no longer have a right to take paternity leave for that child.

Contractual rights while taking adoption leave

All employees on adoption leave

The employee's contract of employment will continue to be in effect while they take ordinary adoption leave or additional adoption leave. This means that they will still:

• Have the benefits of the terms and conditions of their employment contract throughout their adoption leave (except for their usual salary), and

• Be bound by their duty of good faith and to all the terms in their contract of employment, including terms for giving notice to resign and disclosing confidential information.

The employee will still be entitled to the benefit of our implied obligation of trust and confidence and the terms and conditions in their contract of employment relating to notice of dismissal and compensation in the event of redundancy.

Annual holiday entitlement

The employee will still accumulate any statutory or contractual entitlement to annual holiday leave during their ordinary adoption leave and additional adoption leave.

The employee may not take their annual holiday entitlement while on adoption leave. They must take any unused annual leave before their adoption leave starts or after it ends.

Pension contributions

We will treat the employee's adoption leave period, during which they will be receiving statutory adoption pay or contractual adoption pay, as pensionable service. This means that we will continue to make any contributions (if previously paid), based on the employee's usual salary (i.e. the pay they would have received had they been working normally) on the employee's behalf, into their pension scheme.

The payment of pension contributions will be suspended during any unpaid additional adoption leave.

The employee's contributions will be deducted from their SAP and will be based on the SAP they receive rather than their usual salary.

Keeping in touch days

The employee can do up to 10 days' work for us during their adoption leave without ending their leave. These are called 'keeping in touch' days ('KIT' days). This can be work the employee would normally be expected to do under their employment contract, and can include training or any other activity done to keep in touch with the workplace.

The employee cannot do any KIT days during the compulsory 2 weeks' adoption leave period (see below).

The employee will be paid their usual salary for time spent working on a KIT day. Or they may get paid time off instead of being paid for a KIT day (at our discretion).

Any KIT days' work the employee does will not extend their adoption leave period or SAP entitlement.

The employee can also make reasonable contact with us from time to time without ending their adoption leave. We may make reasonable contact with them from time to time during their adoption leave.

We will not insist on the employee carrying out work during their adoption leave period, and they will not be penalised for refusing to work a KIT day. A KIT day must be discussed, agreed and arranged in advance with the employee's line manager or Kamran Niazi.

Returning to work

Compulsory adoption leave period

The employee must take a compulsory 2-week period of adoption leave before they can return to work. The employee cannot work or use a 'keeping in touch' day during that time.

Notification requirements

We will write to the employee within 28 days of when we get their notification of intended absence, setting out their expected date of return to work. If they intend to return to work at the end of their adoption leave, they do not have to give us any further notification.

Returning to work early

If the employee wants to return to work before the end of their adoption leave period, they must give at least 8 weeks' written notice of their intended return date. If they do not give this notice, we may postpone their return to work.

Contractual rights when returning to work

The employee will have the right to return to a job with the same seniority, pension rights and similar rights. The employee will also have the right to return to a job with the same terms and conditions (including pay and benefits) that are as favourable as they would have been if the employee had not taken adoption leave.

Right to return to the same job after leave

The employee will be entitled to return to the same job that they had before taking leave if:

• They only took ordinary adoption leave; or

• They took ordinary adoption leave and then no more than 4 weeks of parental leave; or

• Their ordinary adoption leave was followed by another period of statutory leave (except parental leave) and the total leave taken for their child was 26 weeks or less.

Otherwise the employee will usually be entitled to return to the same job, but only if we can reasonably accommodate it. If we cannot, the employee will still be entitled to another job that is suitable and appropriate to do in the circumstances. The job must have the same terms and conditions as those of the original job.

Returning to work on a flexible, part-time or job-share basis

The employee may be able to return to work on a part-time or job-share basis. This will depend on their grade and position before they started adoption leave, and other business considerations.

The employee should contact Kamran Niazi if they want to request a change to their contract of employment to create flexibility in relation to their working hours, start/finish times or place of work.

Deciding not to return to work

The employee must immediately inform Kamran Niazi if they decide not to return to work, and provide a notice of resignation as required by their employment contract.

Unable to return to work because of illness

The employee must inform Kamran Niazi as soon as possible if they are ill and unable to return to work when their adoption leave is due to end. They will be informed of how much sick leave they are entitled to (if any).

Substituting adoption leave for shared parental leave

Employees who are entitled to shared parental leave can take up to 50 weeks off to help care for a child after taking the compulsory 2-week period of adoption leave. The employee's adoption leave entitlement will be divided between the employee and their partner.

If the employee wants to take shared parental leave, they must end their adoption leave early. They must do this by returning to work or by giving us a written notice.

Parents who take shared parental leave can also get up to 37 weeks' statutory shared parental pay if they are eligible for it.

If an employee chooses to take shared parental leave instead of adoption leave, they will not then be able to take any adoption leave for the same child.

See page 9 for more information about this.

36 **PARENTAL LEAVE**

Aim

The purpose of this policy is to inform all employees of their entitlement to parental leave under the Maternity and Parental Leave etc Regulations 1999.

Entitlement to parental leave

Pay

All periods of parental leave are unpaid.

Continuous service requirement

To qualify for parental leave an employee must have one year's continuous service with us at the beginning of the requested leave period.

Eligibility criteria

To be eligible for parental leave an employee must:

1. be a parent named on the birth certificate of a child; or
2. have adopted a child under the age of 18; or
3. have acquired formal parental responsibility for a child.

The permitted reason for taking parental leave

Where an employee is eligible to take parental leave, it may only be taken for the purposes of caring for such child.

When parental leave may be taken

General position

Parental leave must be taken:

1. in the case of paragraph 1) above, within 18 years of the birth of the child;

2. in the case of paragraph 2) above, within 18 years of the date when the child is placed for adoption; or until the child's 18th birthday, whichever is the sooner;

3. in the case of paragraph 3) above, within 18 years of obtaining formal parental responsibility for a child under the Children Act 1989.

Position for parents of a disabled child

Where disability living allowance is awarded in respect of an employee's child, the parental leave entitlement may be taken up to the child's 18th birthday and may be taken on a daily basis.

Taking time off for parental leave

Duration of parental leave

1. Parental leave can be taken for a maximum of 18 weeks for each child.

2. Employees may take parental leave in blocks of one week. They may not take more than 4 weeks in any year. If an employee is permitted to take leave in blocks of one week, but actually takes leave for a shorter period (e.g. one or two days), that will constitute a week's leave for the purposes of calculating their 18 weeks' leave entitlement., although the employee will continue to be paid as normal for the time they work.

3. If an employee works part-time or variable hours, they have an entitlement to 18 weeks' leave, but a week's leave for these purposes is the average hours the employee works in a week.

Procedure for notifying a request to take parental leave

1. Notice to be given

If an employee wishes to take parental leave, they should notify Kamran Niazi of the dates when they wish their leave to start and end, at least 28 days in advance in order to account for unpaid leave on the payroll. If an employee wishes to take parental leave immediately on the birth or adoption of a child, they must request parental leave in the normal way and, in addition, give us 28 days' notice of the expected week of the birth or adoption of the child.

Where disability living allowance is awarded in respect of an employee's child, the above notice periods are reduced to 21 days.

2. Information to be provided

At the time of requesting parental leave, an employee should:

a) Provide the name of the child in respect of whom the employee wishes to take leave, stating his/her date of birth and the employee's relationship to him/her

b) Produce an appropriate birth or adoption certificate or such other documentation as we shall reasonably request

c) Produce evidence of the child's entitlement to a disability living allowance (where relevant)

d) Complete an absence request form and specify parental leave as the reason for absence

e) Declare any periods of parental leave the employee has taken with a previous employer

Periods of leave with other employers

The period of 18 weeks' leave is the maximum an employee can take and periods of leave taken with a previous employer will be taken into account in calculating this period. We will expect an employee to declare any periods of leave with a previous employer either before or at the time of making a request for leave. When an employee leaves us, they will be provided with a statement stating the number of days' parental leave the employee has taken with us which can be presented to a future employer.

Postponing parental leave

General position

We reserve the right to postpone parental leave where the needs of the business make this necessary. We will attempt to agree a suitable alternative date when the parental leave can commence with employees. The leave will not be postponed to a date later than 6 months from the original date requested. If we deem it necessary to postpone parental leave, the employee will be notified in writing within 7 days of receipt of their request for parental leave. The employee will be given the reason for the postponement and the alternative dates on which parental leave can be taken.

Position where leave is taken immediately after the child's birth or adoption

We will not postpone leave if an employee wishes their parental leave to start immediately on the birth or adoption of a child providing they give the notice stipulated above.

Claiming parental leave dishonestly

If an employee claims parental leave dishonestly, including attempting to claim leave for a child over 5 years of age or claiming leave for purposes other than caring for a child, it will be treated as a disciplinary matter and will be dealt with in accordance with our disciplinary procedures (section 17). Behaving dishonestly in connection with requesting parental leave could amount to gross misconduct which may result in immediate termination of employment.

Contractual rights during parental leave

During parental leave an employee's contract of employment will continue, but there are very few contractual obligations which operate during this period. Kamran Niazi will give employees more details if they ask.

Contractual rights after parental leave

All employees will have the right return to a job with the same seniority, pension rights and similar rights. They will also have the right to return to a job with the same terms and conditions (including remuneration) that are as favourable as they would have been if the employee had not gone on leave.

Returning to work

Right to return to the same job after leave

An employee will be entitled to return to the same job they had before taking leave if:

• they took no more than 4 weeks of parental leave on its own; or

• the parental leave of 4 weeks or less followed another period of statutory leave (such as additional maternity or shared parental leave but not parental leave) and the total leave taken for the child was 26 weeks or less.

Right to return to the same or alternative job after leave

An employee will have a right to return to the same job if they return to work:

• during or at the end of any additional maternity leave period; or

• after having taken more than 4 weeks of parental leave; or

• after having taken a period of parental leave or ordinary maternity leave that does not comply with the above section *Right to return to the same job after leave*.

However, if we cannot reasonably return an employee to the same job, they will be entitled to another job that is both suitable and appropriate to do in the circumstances.

Returning to work on a flexible, part-time or job-share basis

It may be possible for an employee (or an agency worker/shareholder employee) to return to work on a part-time or job-share basis. This will depend on a number of considerations including their grade and position before they started their leave. If the employee or the agency worker/shareholder employee wants to request to work flexibly in relation to their hours, times of work or their place of work, they should ask Kamran Niazi for an application form.

Further information

If an employee has any questions relating to this policy, they should contact Kamran Niazi.

37 **CONFIDENTIALITY**

Either during or after the termination of the employment, an employee shall not divulge, shall not communicate to any person, shall not make use for himself/herself of, and shall use his/her best endeavours to prevent the publication or disclosure of:

1. Any trade secret
2. Secret or confidential operations
3. Any confidential information concerning our organisation, business or finances
4. Any dealings, transactions or other information whether relating to us or any customer of or supplier to us which an employee has come to know, has received, or obtained by reason of his/her employment

For the avoidance of doubt and without prejudice to the generality, the name and addresses of our customers and suppliers and details of our special processes are confidential.

The restrictions do not apply to information or knowledge which is in the public domain.

38 **STRESS AT WORK**

Purpose and scope

We acknowledge the fact that stress in the workplace is a health and safety issue and have designed the following policy and procedure to help to identify, avoid and alleviate any unacceptable levels of stress experienced by our employees.

Definition of stress

The Health and Safety Executive define stress as 'the adverse reaction people have to excessive pressure or other types of demand placed on them'. This makes an important distinction between pressure, which can be a positive state if managed correctly, and stress, which can be detrimental to health.

Symptoms of stress include: problems sleeping; dietary problems; mood swings; lethargy; inability to concentrate; fatigue; emotionalism; chest pains; palpitations; sweating and racing heart. If an employee suffers from any of these symptoms, they are advised to consult their GP without delay.

Policy

Where appropriate, a risk assessment of stress in the workplace will be carried out under the Management of Heath and Safety at Work Regulations 1999.

We will provide training for directors and line managers in good management practices.

We will provide confidential counselling for staff affected by stress where appropriate.

We will provide adequate resources to enable directors and line managers to implement the stress policy and procedure.

We will implement this policy in line with the principles of our equal opportunities policy and with due regard to an employee's disability and our duty to make reasonable adjustments to our policies, arrangements and procedures.

Procedure

Anyone who considers that they may be suffering from stress for reasons connected with their working conditions or workload should approach Kamran Niazi, who will deal with the issue promptly and in the strictest confidence and make all reasonable efforts to reduce any work-related stress.

Any employee noting symptoms of stress in a colleague should approach Kamran Niazi who will act in strict confidence in accordance with the paragraph above.

No disciplinary action will be taken against an individual who, in the opinion of a medical practitioner, is suffering from stress, unless the action is unrelated to the medical condition.

Formal stress counselling may be arranged by Kamran Niazi, where appropriate.

On return to work from any period of stress-related illness, we will take account of medical advice (if appropriate and available) and the needs of the business when determining which duties are most appropriate.

39 **RIGHT TO SEARCH**

Whilst most employees are loyal and trustworthy, it is an unfortunate fact that some employees may occasionally be dishonest, or they may try to bring drugs or alcohol into the workplace in contravention of our rules and procedures.

Please see the section 10 on Alcohol and Drugs.

In order to counter these potential problems, we reserve the right to carry out personal searches of employees in the workplace. Searches will be conducted entirely on a random basis. They may be carried out at any time whilst an employee is in the workplace.

Searches will be confined to requesting an employee to empty out the contents of their pockets or bag and to remove any jackets, coats, shoes or other outer clothing. Employees will be searched by either a line manager (if the same sex as the employee), or a designated security officer who is of the same sex as the employee being searched, and the search will take place in private. If an employee would like to have a fellow employee present to act as a witness during the search, this will be arranged.

We will keep a record of all personal searches conducted, including the date, time and results of each search and the identities of the employee and the searching officer. This information will be stored confidentially. It will be reviewed on a regular basis to ensure that searches are being carried out fairly and randomly.

If an employee refuses to submit to a personal search without reasonable excuse, this is a disciplinary matter and will be dealt with in accordance with our disciplinary procedures (section 17).

40 **ACCEPTANCE OF GIFTS**

Without prior written consent, an employee shall not accept any gift or favour of any kind from any customer, client, supplier, prospective customer, prospective client or prospective supplier.

41 **INTELLECTUAL PROPERTY**

For the purposes of this section, ‘Intellectual Property Rights’ (IPRs) include letters patent, trade marks whether registered or unregistered, service marks whether registered or not, registered or unregistered designs, utility models, copyrights (including design copyrights), semi-conductor topography rights, database rights and all other intellectual property and similar proprietary rights, applications for any of the foregoing and the right to apply for them in any part of the world and including (without limitation) all such rights in materials, works, prototypes, inventions, discoveries, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to any of the above-mentioned business names whether registrable or not, moral rights and any similar rights in any country.

During the period of employment, employees are always under a special obligation to further the interests of the business in respect of IPRs.

An employee must promptly disclose to his/her line manager in writing all IPRs originated, conceived, created, written or made by him/her alone or with others which may be of benefit to us, or which relate directly or indirectly to the business (except only those IPRs originated, conceived, created, written or made by him/her wholly outside his/her normal working hours, and which are totally unconnected with his/her job duties).

To the extent permitted by law, an employee will assign all such IPRs created by him/her in the course of his/her employment to us and such IPRs shall be owned absolutely by us, and will so vest in us. We shall be entitled to make such additions, deletions, alterations or adaptations to or from any such IPRs as we shall in our absolute discretion determine. The employee shall waive any moral rights that it may be entitled to now or in the future in any part of the world.

To the extent that any rights in the IPRs remain vested in an employee, the employee agrees to hold in trust for us any such IPRs. An employee also agrees to enter into all such documents and do all such things necessary or as we may require, to ensure, whether by assignment or otherwise, our ownership of the IPRs, and he/she agrees to waive all moral rights. He/she will not seek to register his/her own ownership of any such rights, and neither will he/she be entitled to receive any additional payment in respect of any IPRs.

These provisions on IPRs remain in force notwithstanding the termination of employment.

42 **MEDICAL EXAMINATIONS**

We may require employees to undergo a medical examination to be conducted by a medical practitioner nominated by us at any stage of their employment. The cost of any such examination will be met by us. We will take into account the nature of an employee's illness (should any illness be discovered) and its possible impact on their ability to properly discharge their job duties and responsibilities, and the length or frequency of their absence or absences from work on the grounds of illness or injury.

Alternatively, we may request a medical report to be prepared by an employee's own general practitioner or consultant and, in this event, the employee will co-operate with us in providing a written consent in order to enable the medical report to be obtained. Again, we will only request a medical report where reasonable to do so.

All medical reports shall be prepared by a qualified doctor who examines the employee and states whether he/she has health problems that could affect his/her ability to do the work both in the short term and in the long term. It shall cover the likelihood of absenteeism and the physical and mental ability to do the job. It shall not report on matters which are outside the employee's fitness to work.

43 **OUTSIDE BUSINESS INTERESTS**

During an employee's normal hours of work he/she may not, without our prior written consent, devote any time to any business other than our business or to any public or charitable duty or endeavour.

During the period of the employment, an employee may not, without our prior written consent, undertake any work or other activity which may prejudicially affect his/her ability to discharge his/her job duties and responsibilities properly and efficiently, or which otherwise conflicts with our business. The decision as to whether or not an activity would have a prejudicial effect or is in conflict with our business shall be at our absolute discretion. We will always have regard to our obligations under the Working Time Regulations 1998.

44 **RESIGNATION**

Should an employee decide to leave us, written notice of his/her resignation must be given to his/her line manager. The amount of notice he/she is required to give to terminate his/her employment is set out in his/her contract of employment.

An early leaving date may be mutually agreed, at the absolute discretion of his/her line manager and subject to the requirements of the business.

A copy of the resignation letter will be forwarded to Kamran Niazi, who is in charge of personnel. He/she will formally acknowledge it, confirm the last day of employment and provide details of the final salary payments due to the employee.

It is both unfortunate and expensive when an employee decides to leave us. It is important that we find out the reason why, to avoid losing staff in the future. Once an employee has resigned, he/she is more likely to give a candid input, which is invaluable to us. Therefore, if an employee has officially handed in notice, he/she may be approached by Kamran Niazi, who is in charge of personnel, who will ask him/her to attend an exit interview and/or complete an exit questionnaire. This interview/questionnaire represents an ideal opportunity for us to gather information about why he/she decided to leave. With his/her permission, selected information gained from the interview and/or from the completed questionnaire will be discussed with his/her line manager. The aim of this is to ensure that any problem issues can be discussed and resolved before he/she leaves.

Finally, on the last day of work, it will be necessary for him/her to return to his/her line manager any items of employer property which are still in his/her possession, such as clothing, equipment, keys, swipe card, etc.

Please also see section 32 on Use and Return of Equipment.

45 **REDUNDANCY**

Should circumstances arise where redundancies may be a possibility, the first steps we will take will be to:

1. Reduce overtime to a workable minimum
2. Restrict recruitment
3. Investigate measures such as short-time working and/or lay-offs
4. Investigate whether there are opportunities for redeployment to other departments within the business
5. Explore other methods by which desired cost cuts could be achieved
6. Explore whether there are any other options available in order to avoid redundancy

If redundancies cannot be avoided, we will give consideration to terminating agency workers and asking for volunteers for redundancy. Whilst we will aim to keep the number of compulsory redundancies to a minimum, the overriding consideration will always be the future needs of the business.

If the need for compulsory redundancies arises, the selection of employees for redundancy will be made solely on the basis of objective criteria. Those criteria will then be fairly, reasonably and consistently applied to the affected employees.

Marking will be conducted by at least two members of our management team.

The first issue we will consider is the relevant pool for selection. In most cases, the pool will comprise those employees working in the area of the business where manning cuts are deemed by us to be most necessary.

We will consider not only the job descriptions of the potentially affected employees but also what functions they perform in practice.

Once the relevant pool for selection has been ascertained, we will then apply its chosen objective selection criteria. The selection criteria chosen will depend on the areas of the business where manning cuts are necessary and the future needs of the business. This means that if we apply particular selection criteria during one redundancy programme, this does not set a precedent for future redundancy programmes. We reserve the right to apply different selection criteria to each redundancy programme. The chosen selection criteria will, as far as is reasonably possible, be capable of objective substantiation and verification by reference to evidence and data, such as personnel files, appraisal forms, skills audits, attendance records, timesheets and disciplinary records. In deciding which criteria will apply for a particular redundancy programme, the overriding consideration will always be the future needs of the business.

This means that a particular criterion may carry more weight than another criterion, even though both criteria may be applied.

Where an employee in the pool for selection is disabled, we will ensure that they are not put at a disadvantage on account of the application of the selection criteria. We will accordingly make reasonable adjustments to the selection procedure to remove a disadvantage that the disabled employee may otherwise have.

There will be full consultation with employees throughout the redundancy selection process. Employees will be notified in writing at the earliest possible opportunity of the reasons for the potential redundancy situation and of our proposals.

Employees who are to be made redundant are entitled to receive redundancy payments calculated in accordance with statutory requirements.