

## Policy Manual

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**Absence Policy**

**Medical Appointments**

If you are unable to work in order to keep a medical, dental or other essential appointment, prior permission should always be obtained from Management. Payment for absences of this nature will be at the discretion of the company. You must try to arrange such appointments outside normal working hours wherever possible. Any such absences from the workplace should be minimal.

You may be expected to make up the hours that you are absent for, at some other appropriate time.

**Sickness and Injury**

**Notification of Absence**

If you are unable to attend work, you must notify the Managing Director at least four hours prior to your shift on the first day of absence. Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep the company fully informed. This applies to both short and long term situations and you will be expected to contact the company on a daily basis if your absence continues for more than a day until your absence is covered by a sick note. Failure to follow this procedure may result in disciplinary action being taken.

**Returning from Absence**

On your return to work after absence because of sickness, irrespective of the length of absence, you will be required to attend a return to work interview with your line manager. The purpose of this meeting is to talk through any arrangements to facilitate and support your smooth return to your role or, if applicable, an adjusted or temporary role.

**Period of Absence**

If your sickness is for more than seven days (including Saturday, Sunday and customary holidays) then you must provide the company with a doctor’s medical certificate. You must continue to provide medical certificates to cover the whole of the absence period.

**Monitoring Absences**

Please note that the company will review the attendance levels of all employees on a regular basis and where it is felt that the level is unacceptable, steps will be taken to identify any underlying causes and to improve attendance levels. In the case of long term absence (usually of 3 or more consecutive weeks) the company will make every effort to enable a return to the workplace where this is deemed possible.

The company reserves the right to ask you to consent to obtaining a report from your GP or any other independent health expert where necessary. In deciding whether to take further action in respect of sickness absence, the evidence of a medical certificate may be disregarded where the company has sought alternative medical information.

**Statutory Sick Pay (SSP)**

The company is responsible for paying SSP to you if you are eligible. Subject to you properly informing us of your absence and proper provision of sick notes you may be entitled to receive SSP.

Contractual sick pay may be payable depending upon your contract terms. If payable, this includes SSP (where applicable) and pay is then “topped up” with any contractual sick pay up to the contractual sick pay level. The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through illness. Qualifying days are those days on which you would normally work. Generally SSP is not payable for the first three days of

sickness which are known as waiting days. This may not always be the case when you are absent on more than one occasion within a short period of time.

At the start of your employment you are required to produce to the company any linking letter or information given to you by your previous employer or the Benefits Agency.

**Unauthorised Absence**

Unauthorised absences and/or abuse of this policy will be unpaid and you may be subject to disciplinary sanctions or enquiry. Sanctions may be up to and including dismissal for gross misconduct may be applied depending upon the circumstances. Where abuse of the policy is discovered after the event, the company reserves the right to make a deduction from your wages in the sum of any monies paid to you as an alternative or additional disciplinary sanction to dismissal.

**Company Systems during Absence**

The company reserves the right to remove access to its systems and/or property during any period of absence for the better performance and security of the business. You may be required to return any company vehicle during period of extended absence in order that others may cover your role.

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**Adoption Leave Policy**

**General Principles**

This policy outlines the statutory rights and responsibilities of employees who adopt, and sets out the arrangements for adoption leave. It only

applies to employees and does not apply to agency workers and the self-employed.

The policy does not form part of your contract of employment and we may amend it at any time.

**Definitions**

The definitions in this paragraph apply in this policy.

**Qualifying Week:** the week, beginning on a Sunday, in which you are notified in writing by an adoption agency of having been matched with a child.

**Expected Placement Date (EPD):** the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

**Ordinary Adoption Leave (OAL):** a period of up to 26 weeks' leave available to all employees who qualify for adoption leave.

**Additional Adoption Leave (AAL):** a further period of up to 26 weeks' leave immediately following OAL.

**Entitlement to Adoption Leave**

Adoption leave is only available if you are adopting through a UK or overseas adoption agency (for overseas adoptions see below). It is not available if there is no agency involved, for example, if you are formally adopting a step-child or other relative.

You are entitled to adoption leave if you fulfil the following conditions:-

- An adoption agency has given you written notice that it has matched you with a child for adoption and the EPD
- You have notified the agency that you agree to the child being placed with you on the EPD
- You have been continuously employed by us for at least 26 weeks ending with the Qualifying Week and

- Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave)

**Notification of Intention to take Adoption Leave**

**Intention to take Leave**

You must give us notice in writing of:-

- The EPD and
- Your intended start date for adoption leave

This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child. At least 28 days before your intended start date (or, if this is not possible, as soon as you can), you must also provide us with:-

- a Matching Certificate from the adoption agency confirming:-
  - The agency's name and address
  - The name and date of birth of the child
  - The date you were notified of the match and
  - The EPD
- written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.

**Overseas Adoptions**

If you are adopting a child from overseas this policy applies with the modifications set out in this paragraph. You must have received notification that the adoption has been approved by the relevant UK authority (**Official Notification**). You must give us notice in writing of:-

- Your intention to take adoption leave
- The date you received Official Notification and
- The date the child is expected to arrive in Great Britain

This notice should be given as early as possible but in any case within 28 days of receiving Official Notification (or, if you have less than 26 weeks'

employment with us at the date of Official Notification, within 30 weeks of starting employment).

You must also give us at least 28 days' notice in writing of your intended start date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.

Within 28 days of the date the child arrives in Great Britain you must also notify us of that date.

We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

**Starting Adoption Leave**

OAL may start on a predetermined date no more than 14 days before the EPD, or on the date of placement itself, but no later.

You must notify us of your intended start date as stated above. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave (**Expected Return Date**).

You can postpone your intended start date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.

You can bring forward your chosen start date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.

Shortly before your adoption leave starts we shall discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you

request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

**Statutory Adoption Pay (SAP)**

Statutory adoption pay (**SAP**) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:-

- You have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week
- 
- 
- Your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the government and
- You have given us the relevant notifications as set out above

SAP is paid at a Prescribed Rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:-

- 14 days before the Expected Placement Date; or
- The day after your employment ends;

whichever is the later.

If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

**Terms and Conditions during OAL and AAL**

All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:-

- Benefits in kind such as life insurance, health insurance, gym membership and use of a company vehicle if applicable shall continue
- Annual leave entitlement under your contract shall continue to accrue (see below) and
- Pension benefits shall continue (see below)

**Annual Leave**

During OAL and AAL, annual leave will accrue at the rate provided under your contract.

Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your adoption leave, you should ensure that you have taken the full year's entitlement before starting your adoption leave.

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

**Pensions**

During OAL we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on adoption leave provided that you continue to make contributions based on the adoption pay you

are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact Human Resources or the Pensions Administrator directly.

During unpaid AAL we shall not make any payments into a money purchase scheme. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

**Disrupted Adoption**

Adoption leave is disrupted if it has started but:-

- You are notified that the placement will not take place
- The child is returned to the adoption agency after placement or
- The child dies after placement

In case of disruption your entitlements to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

**Keeping in Touch**

We may make reasonable contact with you from time to time during your adoption leave.

You may work (including attending training) on up to TEN days during adoption leave without bringing your adoption leave to an end. This is by no means compulsory and arrangements, including any additional pay, would be set by agreement with your Line Manager.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include:-

- Updating you on any changes that may have occurred
- Discussing any necessary training and

- Discussing any changes to working arrangements (for example, if you have made a request to work part time). See above:-  
Returning to work part time

**Expected Return Date**

Once you have notified us in writing of your intended start date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

We expect you to return on the Expected Return Date unless you tell us otherwise. It is helpful to us if you confirm during your adoption leave that you will be returning to work as expected.

**Returning Early**

If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.

If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

**Returning Late**

If you wish to return later than the Expected Return Date, you should either:-

- Request unpaid parental leave, giving us as much notice as possible but not less than 21 days or
- Request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

In any other case, late return will be treated as unauthorised absence.

**Deciding Not to Return**

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This does not affect your right to receive SAP.

**Your Rights when you Return**

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent.

However, if you have taken any period of AAL or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

**Working Part Time after Adoption Leave**

We will deal with any requests by employees to change their working patterns (such as working part time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our flexible working policy.

**Appearance**

**Policy Statement**

You are a representative of the company and therefore must maintain a neat and tidy appearance subject to your role and any client requirements.

You may be required to wear (or not wear) specific clothing for specific purposes such as health and safety, client or press briefings, exhibitions or trade shows where a higher standard of appearance may be required.

**Bereavement**

**The Policy**

Whilst there is no legal right to take time off work due to bereavement the company naturally, acknowledges such situations.

As such, the company may, allow up to three days on Unpaid bereavement absence including the day of any funeral.

The company will normally grant bereavement absence in the following instances:-

Bereavement of:-

- a. Spouse/civil partner/parent/grandparent
- b. A partner that you live with
- c. A person that lives in your household
- d. A child or yours or that you have legal responsibility for

It is impossible to define all possible relationships where time off under this policy may be required. In circumstances not specified above please talk to us and let us know the circumstances so that we can consider exercising our discretion.



In addition, the company may decide to extend bereavement leave on a paid or unpaid basis and/or may be able to support you through one of its other policies.

To trigger this policy you must contact the company at the earliest opportunity so that measures may be put in place if necessary to support you and also your colleagues during any bereavement absence.

The company may ask for evidence of a,b,c, and d above and of the bereavement.

### **Bribery Policy**

The Company values its reputation for ethical behaviour and for financial

probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery by:

- Setting out a clear anti-bribery policy
- Encouraging its employees to be vigilant and to report any suspicion of bribery, providing them with suitable channels of communication and ensuring sensitive information is treated appropriately
- Rigorously investigating instances of alleged bribery and assisting the police and other appropriate authorities in any resultant prosecution
- Taking firm and vigorous action against any individual(s) involved in bribery

The Company prohibits:  
the offering, the giving, the solicitation or the acceptance of any bribe, whether cash or other inducement

*to or from*

any person or company, wherever they are situated and whether they are a public official or body or private person or company

*by*

any individual employee, agent or other person or body acting on the Company's behalf

*in order to*

gain any commercial, contractual or regulatory advantage for the Company in a way which is unethical  
*or in order to*

gain any personal advantage, pecuniary or otherwise, for the individual or anyone connected with the individual

### **Further Clarification**

The Company recognises that market practice varies across the territories in which it does business and what is normal and acceptable in one place may not be in another. This policy prohibits any inducement which results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action which may not be solely in the interests of the Company or of the person or body employing them or whom they represent.

This policy is not meant to prohibit the following practices providing they are customary in a particular market, are proportionate and are properly recorded:

- normal and appropriate hospitality
- the giving of a ceremonial gift on a festival or at another special

- time
- the use of any recognised fast-track process which is available to all on payment of a fee
- the offer of resources to assist the person or body to make the decision more efficiently provided that they are supplied for that purpose only.

Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the local senior manager with responsibility for this policy before proceeding.

### Employee Responsibility

The prevention, detection and reporting of bribery is the responsibility of all employees throughout the Company and employees or others can report confidentially any suspicion of bribery in line with the Company’s ‘Whistleblowing’ policy.

### Communications Strategy Policy

This strategy is to enable effective two-way communication with staff, stakeholders, the public and the media. The vision, therefore, is of an organisation that staff, stakeholders and the public are aware of, confident in and feel able to contribute to.

The company will actively look to create a working culture where communications are:-

- Scheduled
- Timely
- Open Door
- Appropriate
- Clear

It is essential that we have a structured approach to internal and external communications, with common values messages. To enable us to achieve this, the Communications Strategy and its associated plans will be reviewed annually.

The Management will implement and lead this Strategy, however every member of the company are responsible to ensure that it is supported carried out.

### Strategic Aims

1. The company is well prepared to handle the communications implications of key issues, maximising positive, accurate coverage and actively managing adverse publicity.
2. The company communicates at all times using easily understandable language that is free from industry jargon and abbreviations.
3. All staff are well informed about the work of the company and are empowered to voice their ideas, questions and concerns.
4. The company is open, honest and transparent in the procedures it follows and the decisions it makes concerning the workforce.
5. Stakeholders feel able to contribute appropriately to decisions about the services and policies which may impact them.
6. Suppliers and partners that work with the company are well informed of its activities and feel empowered to contribute as appropriate.

This Strategy is not intended to be a static document and new actions will be added to the Plan as developed and required.

### Objective 1

The company is well prepared to handle the communications implications of key issues, maximising positive, accurate coverage and actively managing adverse publicity.

Action	Timescale
Reviewed at Management meetings. Identify communications issues and prepare media releases/staff briefings as required.	Monthly
Build and maintain positive working relationships with local media.	Continuous
Circulate and implement "Media Handling" guidelines. (See Appendix 1)	At Induction

### Objective 2

The company communicates at all times using easily understandable language that is free from industry jargon and abbreviations.

Action	Timescale
Review all new "Public Domain" information to ensure that it is clearly understandable.	Ongoing
Ensure that staff taking "minutes" at meetings have the support and training to comply with this Aim.	Ongoing

### Objective 3

All staff are well informed about the work of the company and are empowered to voice their ideas, questions and concerns.

Action	Timescale
Supervisors/Management to visit each staff site in person to introduce and explain role. Actively encourage staff use as main point of contact for sharing "good news".	Ongoing
Identify and agree action required from Appraisal	In line with

results	Appraisal Schedule
Ensure that regular updates and opportunities for discussion are given as information becomes available for key staff issues.	Ongoing
Work to ensure that staff are engaged in the determination of plans and priorities for the company through the Assignment Instructions.	Ongoing

### Objective 4

The company is open, honest and transparent in the procedures it follows and the decisions it makes concerning the workforce.

Action	Timescale
Ensure that as much information as possible is in a freely accessible form.	Ongoing
Cascade important decisions and information to staff via staff memorandums or face-to-face as applicable, in a timely manner.	As required

### Objective 5

Stakeholders feel able to contribute appropriately to decisions about services and policies.

Action	Timescale
Actively support the Management and involve in such things as the website and environmental issues.	Ongoing
Maintain a steady flow of information when new policies or decisions are being created, encouraging feedback and two-way involvement at every step.	As required

**Objective 6**

Company suppliers and partners are well informed of its activities and feel empowered to contribute as appropriate.

Action	Timescale
Management team to Consider how to develop more effective engagement of the company contractors and staff.	Management Meetings

**Appendix 1 - Media Handling Guidelines**

These guidelines give details of how both reactive and proactive communications with the media should be handled within the company. They are intended to ensure consistency and accuracy, and to support all staff in creating a positive public image for the company.

**Basic Principles**

- The media should always be responded to promptly
- "No comment" is not an acceptable response
- Every effort should be made to provide interviews if requested, unless it is agreed that it would be inappropriate in a particular case

**Proactive Communications**

- All media releases should be agreed through by the Management team
- Were possible, media releases should be authorised by the Managing Director
- Quotes in media releases should normally be from the Managing Director. However, where a specific project is the subject of a release, quoting the manager concerned should also be considered
- Anyone quoted in a media release must be prepared to give a radio/TV interview if required, or provide relevant information to

enable this to be undertaken by a member of the Management Team

- Anyone asked to authorise or comment on a media release must respond promptly to enable media deadlines to be met

**Reactive Communications**

All media enquiries should be passed to the Management Team in the first instance. If the media contacts staff or Management Team, they should:-

- Ask what information the journalist requires
- Take a contact name and phone number
- Confirm that someone will call them back
- Contact the Management Team for advice
- Staff and Management Team members should NOT speculate about an issue or guess an answer or
- Say "no comment"

**Company Rules**

During your employment, and in some circumstances following termination of your employment with us, you are required to abide by the following rules. Failure to comply with these rules may result in disciplinary action up to and including dismissal for gross misconduct in line with the company disciplinary procedure.

- Whilst on duty you must be alert and acquainted with requirements for the premises where duties are being undertaken. Sleeping on duty is strictly forbidden.
- You must never have your attentions diverted by watching television broadcasts, other than monitors which survey the premises and/or surrounding areas. This applies equally to radio or wireless sets other than those by which communications may be received from the Control room, or the client as appropriate.

- You must report for duty promptly and telephone "Control" (or a nominated senior guard) to announce your arrival. Failure to report for duty on time may lead to your replacement by another employee and will result in loss of payment for that shift. This is in addition to any action taken under the company disciplinary procedure.
- Meals and refreshments are to be consumed within the premises where the duty is being undertaken.
- You must not vacate the premises during your shift unless you have been authorised to do so by a senior manager.
- All client "NO SMOKING" regulations must be strictly observed.
- The consumption of alcoholic beverages, drugs or liquids which might impair speech, hinder thought or reaction whilst on duty, or prior to attending duty is strictly forbidden.
- If requested by the client to carry out duties which differ from company standing instructions, codes of discipline, works manuals or Assignment Instructions, you must courteously refer the client to the company in order that the necessary instructions can be confirmed and to avoid possible misunderstandings or errors.
- You must not borrow, buy, or accept any money, goods, or other property belonging to a client, an agent, or an employee, before, during, or after carrying out duties on premises.
- You must not sell, lend or misappropriate monies, goods or other property belonging to the client, an agent or employee, before, during or after carrying out duties on the premises.
- You must not lend, borrow or gamble with any employee of the client company.
- You are required at all times to conduct yourself in such a manner which shall not bring discredit to the company or client.
- You should immediately report to your supervisor or a member of management if you have any reason to doubt the honesty, trustworthiness or integrity of other employees or of any person with whom an employee is associated during the course of duty. Please see the company whistleblowing policy for further information.
- All reports, records, instructions and actions taken in the interest of the company are to be regarded as confidential and must not be revealed, discussed or disclosed to unauthorised persons.
- The company or the clients cannot accept responsibility for any personal items or properties lost, stolen or damaged whilst on clients or company premises, or in vehicles owned by said parties.
- You must not take onto a client premises a privately owned pet (unless permission has been granted in writing from a Senior Manager of the company).
- You must not remove from a secured location any clock keys unless authorised by a supervisor. Losses of keys are to be reported on incident report forms immediately the loss is observed.
- You must advise company management should a warrant be issued against you, or should you be required to appear in court for an offence or as a witness.
- You must wear uniform as specified by the company at all times whilst on duty.
- You must display your identity badge so that it can be clearly seen.

- All uniforms and equipment can only be utilised during working hours.
- Uniforms must be maintained in a clean, tidy and serviceable condition.
- If Personal Protective Equipment is issued, you must wear it all times as per site regulations.
- When reporting for duty, you must be clean and smart taking particular care to ensure personal hygiene standards.
- Uniforms or parts thereof must not be worn other than for journeys to and from the workplace and whilst carrying out the company duties.
- Under no circumstances should uniforms be worn in public houses, hotels, inns, taverns or licenses clubs, unless duties are being carried out in such places.
- When parts of a uniform become unserviceable, damaged or unfit for use, an immediate report is to be made to management.
- When uniform items are exchanged, the worn item must be handed in.
- The cost of replacement of garments or articles of uniform which have been lost damaged by neglect, carelessness or wilful defacing will be charged to you.
- Upon termination of employment, you must not wear any clothing with the company insignia displayed.
- Whilst employed or following termination of your employment you must not impersonate a security officer of this company. Failure to comply may result in legal action.
- Weapons of any description, whether real or imitation, must not be carried whilst on duty.
- Except in the case of an emergency, you are not permitted to use a telephone belonging to a client, for any purpose other than official business.
  - Personal mobile phones are to be switched off during working hours, unless used for business purposes. If there are special circumstances that require you to have your mobile phone switched on, you should obtain your line manager’s permission before doing so.
- Under no circumstances are you to use a client’s computer for any other reason than the duties set out for you on the individual site.

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### Corporate and Social Responsibility

We recognise that we must incorporate our business values and operations to meet the expectations of our stakeholders. They include customers, employees, regulators, suppliers, the community and the environment.

We recognise that our social, economic and environmental responsibilities to these stakeholders are integral to our business. We aim to demonstrate these responsibilities through our actions and within our corporate policies.

We take seriously all feedback that we receive from our stakeholders and, where possible, maintain open dialogue to ensure that we fulfil the requirements outlined within this policy.

We will be open and honest in communicating our strategies, targets, performance and governance to our stakeholders in our continual commitment to sustainable development.

We will ensure that all of our systems of operation address protection of the public ensure the safety of all of our stakeholders, through rigorous training and supervision and that we will co-operate with all relevant authorities in the implementation of this policy (e.g. Police and any regulatory bodies).

The Managing Director is responsible for the implementation of this policy and will make the necessary resources available to realise our corporate responsibilities. The responsibility for our performance to this policy rests with all employees throughout the company.

**Partnership Focus:-**

- We shall strive to improve our environmental performance through implementation of our Environmental Policy
- We shall ensure a high level of business performance while minimising and effectively managing risk
- We shall encourage dialogue with consumers for mutual benefit
- We will register and resolve customer complaints in accordance with our Complaints procedure
- We shall support and encourage our employees to help local community organisations and activities in our region and protection of the public
- We shall operate in line with our equal opportunities policy for all present and potential future employees
- We will offer our employees clear and fair terms of employment and provide resources to enable their continual personal development
- We shall provide safeguards to ensure that all employees are treated with respect and without sexual, physical or mental harassment
- We shall provide, and strive to maintain, a clean, healthy and safe working environment

- We shall uphold the values of honesty and fairness in our relationships with stakeholders
- Our contracts will clearly set out the agreed terms, conditions and the basis of our relationship
- We will operate in a way that safeguards against unfair business practices
- We shall encourage suppliers and contractors to adopt responsible business policies and practices for mutual benefit

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**Data Protection Policy**

**Introduction**

As individuals, we want to know that personal information about ourselves is handled properly, and we and others have specific rights in this regard. In the course of its activities the company will collect, store and process personal data, and it recognises that the correct and lawful treatment of this data will maintain confidence in the organisation and will provide for successful business operations.

The types of personal data that the company may be required to handle include information about current, past and prospective employees, suppliers, customers, and others with whom it communicates. The personal data, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Data Protection Act 1998 (the Act) and other regulations. The Act imposes restrictions on how the company may process personal data, and a breach of the Act could give rise to criminal sanctions as well as bad publicity.

If your personal or bank details change please inform the company straight away so that accurate records may be maintained.

**Status of this Policy**

This policy sets out the company’s rules on data protection and the eight data protection principles contained in it. These principles specify the legal

conditions that must be satisfied in relation to the obtaining, handling, processing, transportation and storage of personal data.

The company's Data Protection Compliance Manager is responsible for ensuring compliance with the Act and with this policy. The Data Protection Compliance Manager is the Managing Director. Any questions or concerns about the interpretation or operation of this policy should be taken up in the first instance with the Data Protection Compliance Manager.

This policy is not part of the contract of employment and the company may amend it at any time. However, it is a condition of employment that employees and others who obtain, handle, process, transport and store personal data will adhere to the rules of the policy. Any breach of the policy will be taken seriously and may result in disciplinary action.

Any employee who considers that the policy has not been followed in respect of personal data about themselves or others should raise the matter with their Line Manager and/or the company's Data Protection Compliance Manager in the first instance.

**Definition of Data Protection Terms**

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

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

**Personal data** means data relating to a living individual who can be identified from that data (or from that data and other information in possession of the company). Personal data can be factual (such as a name, address or date of birth) or it can be an opinion (such as a performance appraisal). It can even include a simple e-mail address. It is important that the information has the data subject as its focus and affects the individual's

privacy in some way. Mere mention of someone's name in a document does not constitute personal data, but personal details such as someone's contact details or salary would still fall within the scope of the Data Protection Act 1998.

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

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

**Data Processors** include any person who processes personal data on behalf of a data controller. Employees of data controllers are excluded from this definition but it could include suppliers which handle personal data on the company's behalf.

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

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



**Data Protection Principles**

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

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

**Fair and Lawful Processing**

The Act is intended not to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the data subject. The data subject must be told who the data controller is (in this case this company), the purpose for which the data is to be processed by this company, and the identities of anyone to whom the data may be disclosed or transferred.

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

**Processing for Limited Purposes**

Personal data may only be processed for the specific purposes notified to the data subject when the data was first collected or for any other purposes specifically permitted by the Act. This means that personal data must not be collected for one purpose and then used for another. If it becomes necessary

to change the purpose for which the data is processed, the data subject must be informed of the new purpose before any processing occurs.

**Adequate Relevant and Non-Excessive Processing**

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

**Accurate Data**

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

**Timely Processing**

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

**Processing In Line With Data Subject's Rights**

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

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

**Data Security**

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

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

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

- Confidentiality means that only people who are authorised to use the data can access it
- Integrity means that personal data should be accurate and suitable for the purpose for which it is processed
- Availability means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on the company's central computer system instead of individual PCs

Security procedures include:-

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

### Dealing With Subject Access Requests

A formal request from a data subject for information the company holds about them must be made in writing. Employees who receive a written

request should forward it to the Data Protection Compliance Manager immediately.

When receiving telephone enquiries, employees should be careful about disclosing any personal information held on the company's systems. In particular they should:-

- Check the caller's identity to make sure that information is only given to a person who is entitled to it
- Suggest that the caller put their request in writing where the employee is not sure about the caller's identity and where their identity cannot be checked.
- Refer to the Data Protection Compliance Manager for assistance in difficult situations. Employees should not be bullied into disclosing personal information

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### Deductions

The company reserves the right at any time to make deductions from your wages in respect of any overpayments made to you and/or monies that you owe the company including in respect of holiday pay, loans, advances, allowances, expenses, cost of repairing damage to company property or vehicles.

The company will not make deductions in respect of pensions benefits due to you.

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### Disability Policy

#### Why have a Disability Policy?

In line with our Equal Opportunities Policy, the company is anxious to ensure that no employee is discriminated against on the grounds of a disability. As such, we have introduced a policy outlining the main

implications of the Equality Act 2010 (“the Act”) and how the company complies with its obligations under the Act.

**Definition of Disability**

An employee who is disabled within the meaning of the Equality Act 2010 is someone who has:-

- A physical or mental impairment
- Resulting in an adverse effect on the employee’s ability to carry out normal day to day activities
- With substantial adverse effect (meaning more than trivial or minor)
- Which must be long term (meaning likely to last for at least 12 months)

There are also special rules covering recurring or fluctuating conditions and there are additional provisions relating to people with progressive conditions. People with cancer, HIV and multiple sclerosis are protected from the point of diagnosis and people with some visual impairments are automatically deemed to be disabled.

Normal day to day activities can be defined as:-

- Mobility
- Manual dexterity
- Physical co-ordination
- Contenance
- Ability to lift, carry or move objects
- Speech, hearing or eyesight
- Memory
- Ability to concentrate, learn or understand
- Perception of risk or physical danger

The company asks that if you believe that you are or may be disabled within this definition, that you discuss this with your Line Manager, and in particular if this has any impact on your ability to undertake your job. All employees should inform the company if their health status changes

during the course of their employment. This will enable us to ensure that the company complies with any obligations it may have to you.

There are certain conditions that may appear to come within this definition, but are in fact excluded by the Act, and these include:-

- Addiction to alcohol
- Addiction to nicotine
- Addiction to other substances
- Certain emotional/sexual disorders/propensity to violence
- Severe hay fever
- Tattoos
- Body piercing

**Discrimination**

Discrimination may occur if an employee who is disabled is treated less favourably as a result of this disability, and the company is not able to justify this treatment.

If you feel that you may have been subjected to less favourable treatment and that this treatment may be based on a disability, you should use the grievance procedure to bring this to the company’s attention. It is very important that you do alert the company in any such situation, to enable prompt action to be taken. No employee will be subject to any detrimental treatment as a result of any such request, whether or not the employee is in fact disabled. The company would encourage its employees to seek advice if they have any concerns, either from their Line Manager or a director.

**Reasonable Adjustments**

Where an employee alerts the company to possible less favourable treatment, we will investigate the situation carefully. Such investigation may include obtaining a specialist medical report from an expert on your condition and the restrictions which it may or may not place on the employee’s ability to carry out his or her tasks. The employee must agree to such medical evidence being obtained in order for a full and proper

investigation to take place. We will seek your input to any ideas that you have which you believe might assist in avoiding the employee being treated less favourably.

If the medical evidence confirms that the employee may be disabled, and that this may place him or her in a less favourable position because of his or her disability, the employee will be asked to a meeting to discuss both his or her own condition, and any reasonable adjustments which could be considered in order to enable him or her to carry out their tasks or whether there is any other role that they might reasonably do instead.

Adjustments can include the provision of specialist equipment, or simply allowing a more flexible schedule, or additional training or supervision. Adjustments should be considered creatively, and will not always involve an extra cost or the provision of new equipment. If you are disabled, you are in one of the best positions to consider what adjustments would help you with your job, and you should ensure that these are fully communicated to the company. You will be asked to give your own suggestions, and comment on any suggestions that have been put forward by the company or any expert.

**Justification**

Not every adjustment suggested will be feasible, or acceptable. The company has a duty both to you and to other employees to protect health and safety, and also to its customers and business. We will carefully assess all suggestions. During this process you will either be suspended from work on full pay or will be assigned different duties at work away from those causing concern. Whilst we will do everything in its power to complete such investigations quickly, it is very important that they are not rushed, and the company will not allow you to place yourself or others in danger during them.

It may be necessary to obtain professional advice on the adjustments suggested, to ascertain the cost and feasibility of carrying them out and

where possible adjustments will be made. Where this is not possible, the reasons for this will be communicated to you clearly.

When considering making reasonable adjustments, we will take into account the following:-

- The effectiveness or otherwise of the step
- The practicability of taking it
- The financial and other costs of the step
- The disruption to the business
- The extent of the employer’s resources
- Any assistance with the cost etc. which may be available to The company

**Where Adjustments cannot be Made**

In the event that you are unable to carry out your job, and adjustments cannot be made to enable you to do so, then the company will consider whether there are any alternative positions available which may be suitable for you. If necessary, additional training will be provided to enable you to take up such a post.

Only once we have explored the possibility of making adjustments or relocation or re-assignment without success will termination of your employment be considered. This is always a last resort.

**Appeal Procedure**

In the event that you do not agree with the company’s decision not to make reasonable adjustments, or not to move you to alternative duties, you have the right to appeal internally at stage 3 of the grievance procedure. You should do so in writing, within ten days of receipt of the company’s communication to you of its decision.

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**Disciplinary and Dismissal Policy Procedure**

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct and performance.

Normally, minor issues are resolved informally with members of staff. The Disciplinary Procedure is used to deal with repeated minor offences or more serious offences of misconduct or poor performance.

The rules and procedures set out in this Policy will be reviewed periodically by the company in light of experience, changes in legislation and other relevant factors. Employees will be involved in any subsequent changes.

**Please note that the disciplinary procedure is non-contractual.**

**Policy Principles**

The principles of the Disciplinary Procedure are as follows:-

- To promote fairness and consistency of treatment between all employees
- To ensure that no disciplinary action is taken until the case has been fully investigated
- The company’s objective in applying this disciplinary procedure is that, where possible, any action taken should be corrective rather than to inflict punishment
- To apply a system of warnings, according to the staged procedure outlined below. However, the company may commence the procedure at any stage if the alleged misconduct or poor performance warrants it

No disciplinary action will be taken until a case has been fully investigated. The investigation may include the holding of an investigation meeting with the employee, depending upon the specific case. Following an investigation meeting a decision as to whether disciplinary action is required will be made.

All investigation and disciplinary meetings will be handled by managers of the company (in the first instance the employee’s Line Manager) or by an external HR Consultant. All arrangements regarding dates and times of meetings will be notified to the employee in writing.

The company will write to the employee to invite them to a disciplinary meeting. The letter will explain:-

- The time, date and location of the meeting
- The reason for and nature of the meeting
- The allegations or criticisms (together with supporting evidence where relevant) which have given rise to it
- What will happen at the meeting, including the employee’s opportunity to ask questions, present evidence and call witnesses (if advance notice is given to the company before the meeting)
- The possible consequences of the meeting and
- The employee’s right to be accompanied to the meeting

The company, the employee and the chosen companion will make every effort to attend all meetings. Where the employee is persistently unable or unwilling to attend a disciplinary meeting without good cause the company can make a decision on the evidence available in the absence of the employee.

The purpose of a disciplinary meeting is to establish the relevant facts and only after these are clear may a warning be issued. Formal warnings will be confirmed in writing.

At a disciplinary meeting:-

- The company will explain the complaint against the employee
- The company will go through the evidence gathered
- The employee will be given the opportunity to present their case;
- The employee will be given the opportunity to answer any allegations made against them
- The employee will be given a reasonable opportunity to ask questions
- The employee will be given a reasonable opportunity to present evidence
- The employee will be given a reasonable opportunity to call witnesses and

- The employee will be given a reasonable opportunity to raise points

At all stages of the formal disciplinary procedure, the employee has the right to be accompanied by a work colleague or a Trade Union representative or an official employed by a Trade Union to any meeting. The employee's choice of companion must be reasonable. If the proposed person is not available to attend the hearing, the hearing can be postponed to a date and time within five working days of the date of the originally proposed meeting to enable the employee to choose an alternative colleague if they wish to.

At each meeting a companion:-

- Can, if the employee wishes, address the meeting
- Can, if the employee wishes, put or sum up the employee's case
- Can respond on the employee's behalf to views expressed
- Can confer with the employee during the meeting
- Cannot answer questions on the employee's behalf
- Cannot prevent the employee from explaining their case

The employee has a right to appeal against any decision made if the employee feels that the disciplinary action taken against them is wrong or unjust.

Summary dismissal without notice will take place if an act of gross misconduct is committed. Gross misconduct is misconduct serious enough to prejudice the business or reputation of the company and to damage the working relationship and trust between the employee and the company. The sanction for gross misconduct **may** be summary dismissal i.e. dismissal without notice or payment in lieu of notice.

### Examples of Misconduct

The following is a non-exhaustive list of examples of offences which amount to misconduct falling short of gross misconduct:-

- Refusal to carry out duties or reasonable instructions
- Neglecting to complete a required task at work promptly and diligently, without sufficient cause
- Bad time keeping/lateness
- Unauthorised absence
- Minor damage or misuse of the company's property
- Non-compliance with the company's Policies, Procedures and/or Codes
- Unacceptable performance and/or attendance
- Not maintaining agreed standards of appearance and deportment
- Lack of application
- Smoking on company premises unless in designated areas
- Time wasting
- Unauthorised use of the company's telephone or internet

### Examples of Gross Misconduct

The following list provides examples of offences which are normally regarded as gross misconduct. This list is not exhaustive:-

- Theft
- Fraud and deliberate falsification of records
- Making or signing any false statements of any description
- Physical violence
- Unlawful discrimination
- Bullying or harassment
- Deliberate damage to property
- Destroying, altering or erasing documents, records or electronic data without permission or through negligence
- Serious insubordination
- Misuse of the company's property or name
- Bringing the company into disrepute
- Incivility to persons encountered in the course of duties or misuse of authority in connection with business
- Use of uniform, equipment or identification without permission
- Permitting unauthorised access to a customer's premises

- Carrying of equipment not issued as essential to an employee’s duties, or use of a customer’s equipment or facilities without permission
- Incapability whilst on duty brought on by alcohol or non-prescription drugs
- Serious negligence which causes or might cause unacceptable loss, damage or injury
- Serious infringement of health and safety rules
- Serious breach of confidence (subject to the Public Interest (Disclosure) Act 1998)
- Divulging matters confidential to the organisation or customer, either past or present, without permission
- Soliciting or receipt of gratuities or other consideration from any person
- Failure to account for keys, money or property received in connection with business
- Failure to comply with search procedures detailed in the Employee Handbook
- Failure to comply with statutory or regulatory requirements
- Non-compliance with the rules regarding the use of the company’s computer systems or equipment as set out in the Employee Handbook
- Conviction of a criminal offence which in the company’s opinion demonstrates unsuitability for continued employment with the company
- Breach of issued data protection policies whether or not set out in the Employee Handbook
- Leaving the place of work without permission, or without sufficient cause
- Failure to notify the company immediately of any:-
  - Conviction for a criminal and/or motoring offence;
  - Indictment for any offence;
  - Police caution;
  - Legal summons;
  - Refusal, suspension or withdrawal (revocation) of a Security

Industry Authority licence.

**Procedure**

**Stage 1 – Improvement Note: Unsatisfactory Performance**

If performance does not meet acceptable standards the employee will normally be given an improvement note. This will set out the performance problem, the improvement that is required, the timescale and any help that may be given. The individual will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for six months, but will then be considered spent – subject to achievement and sustainment of satisfactory performance.

If performance does not improve as a result of a Stage 1 intervention, then the processes outlined below for Misconduct will apply (Stage 2 being a First Written Warning)

**Stage 1 – First Warning: Misconduct**

If conduct does not meet acceptable standards the employee will normally be given a written warning. This will set out the nature of the misconduct and the change in behaviour required. The warning will also inform the employee that a final written warning may be considered if there is no sustained satisfactory improvement or change. A record of the warning will be kept for six months after which it will be disregarded for disciplinary purposes subject to sustainment of satisfactory conduct.

**Stage 2 – Final Written Warning**

If the offence is sufficiently serious, or there is a failure to improve during the currency of a prior warning for the same type of offence, a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to action under Stage 3 of this procedure and will refer to the right of appeal. A copy of this written warning will be kept for twelve months after which it will be disregarded

for disciplinary purposes subject to achievement and sustainment of satisfactory conduct and/or performance.

**Stage 3 – Dismissal or some other Sanction Short of Dismissal**

If there is still a failure to improve the final step in the procedure may be dismissal or some other action short of dismissal such as demotion or transfer. Dismissal decisions can only be taken by the Managing Director or Managing Director, and the employee will be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which the employment will terminate, and the right of appeal. The decision to dismiss will be confirmed in writing.

If some sanction short of dismissal is imposed, the employee will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement, and will be advised of the right of appeal. A copy of the written warning will be kept for twelve months after which it will be disregarded for disciplinary purposes subject to achievement and sustainment of satisfactory conduct and/or performance.

**Suspension**

There may be occasions arising out of alleged breach of discipline or misconduct when the company considers it appropriate to suspend an employee to allow a full investigation of all the facts to take place. During the period of suspension, the employee will be entitled to full pay and the employee will be informed of the suspension in writing.

Suspension is a neutral act and is not a disciplinary action in itself or indicative of any guilt. During a period of suspension, an employee should not attend the company’s premises or contact other employees, without first obtaining the company’s permission. The period of suspension to complete investigations will be kept under review and be kept as short as possible.

**Appeals Procedure**

If the employee feels that the disciplinary action taken against them is wrong or unjust they may appeal. The appeal must be in writing to the Managing Director within five working days of the date of the company’s decision against which the appeal is made. The employee must state the grounds for the appeal. Where the employee’s appeal is against dismissal, the effect of lodging an appeal shall not be to postpone the date of dismissal.

As soon as reasonably possible after receipt of the letter an appeal meeting will be arranged. The employee will be required to attend the appeal meeting with the Manager the company has appointed to hear the appeal and their companion (if they choose to be accompanied). At the meeting the employee will be given the opportunity to explain their appeal and how they think it should be resolved. The purpose of the appeal is not to rehear evidence, but to review the appropriateness of the original decision.

Following the meeting the company will write to the employee and notify them of the decision and any action the company proposes to take; this will normally be within five working days of the meeting. Whatever the outcome, the decision of the Appeal is final and all internal procedures exhausted.

**Criminal Offences**

Convictions outside of an employee’s employment during the course of your employment will not be treated as an automatic reason for dismissal. The provisions of the Rehabilitation of Offenders Act 1974 and subsequent legislation will be observed.

Where the police are involved in a suspected criminal offence during employment, the company do not have to await the outcome of legal processes before deciding on its attitude to such cases. The company may suspend an employee on full pay pending investigations. Consideration will be given as to whether the offence makes the individual



unsuitable for their duties or unacceptable to customers or other employees.

## Display Screen Equipment

### Why Bother with a Policy?

The company's intention is to optimise the use and application of DSE within it, whilst safeguarding the health, welfare and job satisfaction of those involved in operating such equipment.

Constant DSE use may carry a small, but real risk of injury to the hand/wrist/arm/shoulder/neck, often because the work involves repetitive wrist movement. This may present itself as aches and pains in hands and arms. It is very important that on experiencing the first symptoms of any discomfort you immediately report the occurrence to your Line Manager.

### The Policy

When new DSE equipment is selected, due consideration is given to the health and safety aspects of its design. Screens and keyboards receive particular attention and, whenever requested, anti-glare screens are provided.

Chairs with adjustable height and back support are provided at all DSE workstations.

DSE users are urged to adjust the workplace to suit their own needs before commencing work as follows:-

- Adjust height and position of chair
- Ensure that lighting is adequate and appropriate
- Ensure that the DSE screen is clean and adjust brightness and sharpness of image as necessary
- Position all equipment (such as keyboards) so as to avoid awkward posture or movements. Particular care should be taken to avoid repeated stretching movements

In relation to the above, employees are urged to consult the Health and Safety Manager for advice concerning any problems which may arise.

Employees whose workload includes the operation of DSE are encouraged as far as possible to organise their working time so that DSE work is interspersed with other activities, whilst maintaining an acceptable level of efficiency and productivity. The most effective way to achieve this is to transcribe documents, print out documents, proof-read documents, despatch documents (in that order). This method of working gives constant short breaks from DSE, should allow the operator to vary posture and should avoid similar use of the arms or hands.

As already indicated the company believes that the proper design and use of DSE's and associated equipment is of central importance in safeguarding the health and welfare of operators.

With high standards being maintained in this area, it is not envisaged that health problems will arise. However, employees are encouraged to consult their Line Manager if they experience any particular difficulty or are concerned about any aspect of their health.

On recruitment to jobs involving a significant amount of DSE work, employees will be provided with a vision screening test, after completion of their probationary period.

All existing DSE users will also be provided with a vision screening test on request, and at 2 year intervals thereafter should they so wish. Regular check-ups are advisable and should not be neglected.

Where the vision screening test indicates that there may be an eyesight problem working with DSE display units, then the employee will be advised to make an appointment with an optician recommended and approved by the company and a full ophthalmic examination will be arranged. If the employee is advised that glasses for DSE use are needed, these must be

obtained and be of the correct specification. The company will comply with its statutory obligations (from time to time) with regard to contributing to the cost of any such glasses.

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## Environmental Policy

### Why have a Policy?

There is a growing awareness of the need to protect the environment, a view supported by the company. Employees should make every effort within their sphere of control to minimise any adverse effect of the company on the environment. Some examples of how this can be done are listed below:-

- Trying to minimise the levels of waste paper
- Re-cycling toner cartridges as suggested on the toner cartridge packaging

The company is always willing to hear if systems can be improved.

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## Equal Opportunities and Diversity Policy

### Policy Statement

It is the company's policy not to discriminate against its workers on the basis of their gender, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age, pregnancy or trade union membership or the fact that they are a part-time worker or a fixed-term employee. Our workers and applicants for employment shall not be disadvantaged by any policies or conditions of service which cannot be justified as necessary for operational purposes. The company shall, at all times, strive to work within legislative requirements as well as promoting best practice.

We are committed to a programme of action to make this policy effective and to bring it to the attention of all workers. The principle of non-discrimination and equality of opportunity applies equally to the treatment

of visitors, clients, customers and suppliers by members of our workforce and also, in some circumstances, ex-employees.

The following paragraphs deal with the specific categories of workers and areas of work which we have identified as potentially giving rise to equal opportunities issues and provides more specific guidance on the parameters of our policy and approach to equal opportunities.

**This policy is for guidance only and shall be provided to all workers, but does not form part of your contract of employment.**

### Who does this Policy Apply to?

This policy applies to all employees, whether permanent, temporary, casual, part-time or on fixed-term contracts, to ex-employees, to job applicants and to individuals such as agency staff and consultants and volunteers who are not our employees, but who work at the company (collectively **workers**).

**All workers have a duty to act in accordance with this policy, and therefore to treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, whether junior or senior to them. In some situations, the company may be at risk of being held responsible for the acts of individual members of staff and will not therefore tolerate any discriminatory practices or behaviour.**

The policy statement above applies equally to the treatment of our visitors, clients, customers and suppliers by our workers and the treatment of our workers by these third parties.

### Personnel Responsible for Implementation of Policy

The BTC has overall responsibility for the effective operation of this equal opportunities policy (**EOP**) and for ensuring compliance with the relevant statutory framework prohibiting discrimination. The Managing Director has

delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Managing Director/Qualified Auditor.

Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policy and promote the aims and objectives of the company with regard to equal opportunities.

All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with the policy and act in accordance with its aims and objectives. If you have any questions about the content or application of this policy, you should contact the Managing Director.

**Scope and Purpose of Policy**

The company will not unlawfully discriminate on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age, pregnancy, trade union membership, or part-time or fixed-term status.

This policy applies to the advertising of jobs and recruitment and selection, to training and development, opportunities for promotion, to conditions of service, benefits and facilities and pay; to health and safety and to conduct at work, to grievance and disciplinary procedures and to termination of employment, including redundancy.

The company will take appropriate steps to accommodate the requirements of workers' religions, cultures, and domestic responsibilities. Our various family friendly policies in the Employee Handbook should be consulted for specific guidance on our approach to these issues and your entitlements.

**Forms of Discrimination**

Discrimination may be direct or indirect and it may occur intentionally or unintentionally. Direct discrimination occurs where someone is put at a

disadvantage for a reason related to one or more of the grounds set out above, for example, rejecting an applicant of one race because it is considered they would not "fit in" on the grounds of their race could be direct discrimination. Indirect discrimination occurs where an individual is subject to an unjustified provision, criterion or practice which puts them at a particular disadvantage because of, for example, their sex or race. For example, a height requirement would be likely to eliminate proportionately more women than men. If the requirement cannot be objectively justified for a reason unconnected with sex, it would be indirectly discriminatory on the grounds of sex. Discrimination also includes victimisation (less favourable treatment because of action taken to assert legal rights against discrimination or to assist a colleague in that regard) and harassment (see the company's anti-harassment policy in the Employee Handbook).

**Recruitment and Selection**

The company aims to ensure that no job applicant receives less favourable treatment on any of the unlawful grounds listed above. Recruitment procedures will be reviewed regularly to ensure that applicants are treated on the basis of their relevant merits and abilities. Job selection criteria are regularly reviewed to ensure that they are justifiable on non-discriminatory grounds as being essential for the effective performance of the job.

The company may monitor applicants' racial origins, gender, disability, sexual orientation and religion and age as part of the recruitment procedure.

**Staff Training and Promotion and Conditions of Service**

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

Our conditions of service, benefits and facilities will be reviewed regularly to ensure that they are available to all workers who should have access to them and that there are no unlawful obstacles to accessing them. This includes pay, bonus criteria, policies and all benefits offered.

**Termination of Employment**

We will monitor redundancy criteria and procedures to ensure that they are fair and objective and do not directly or indirectly discriminate against employees.

We will also ensure that disciplinary procedures are carried out fairly and uniformly for all workers, whether they result in the giving of disciplinary warnings, dismissal or other disciplinary action.

**Disability Discrimination**

If you are disabled, or become disabled in the course of your employment with us, you are encouraged to tell us about your condition. This is to enable us to support you as much as possible. You may also wish to advise your Line Manager of any reasonable adjustments to your working conditions or the duties of your job which you consider to be necessary, or which would assist you in the performance of your duties.

Your Line Manager may wish to consult with you and with your medical adviser(s) about possible reasonable adjustments. Careful consideration will be given to any such proposals and they will be accommodated where possible and proportionate to the needs of your job. Nevertheless, there may be circumstances where it will not be reasonable for us to accommodate the suggested adjustments and we will ensure that we provide you with information as to the basis of our decision not to make any adjustments.

**Fixed-Term Employees and Agency and Temporary Workers**

We will monitor our use of fixed-term employees and agency workers, and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities.

**Part-Time Workers**

We may monitor the conditions of service of part-time employees and their progression within the company to ensure that they are being offered appropriate access to benefits and training and promotion opportunities. We will also ensure requests to alter working hours are dealt with appropriately.

**Breaches of the Policy**

If you believe that you may have been disadvantaged on any of the unlawful grounds listed above, you may raise the matter through the company’s grievance procedure. If you believe that you may have been harassed on any of the unlawful grounds you are encouraged to raise the matter through our anti-harassment policy. Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Workers who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations of a breach in this policy which are found to have been made in bad faith will, however, be dealt with under our disciplinary procedure.

If, after investigation, you are proven to have harassed any other worker on the grounds of sex, marital status, sexual orientation, religion or belief, race, disability or age or otherwise act in breach of this policy, you will be subject to disciplinary action. In serious cases, such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. The company will take a strict approach to serious breaches of this policy.

As this policy applies equally to the company workers' relations with visitors, clients, customers and suppliers, if, after investigation, you are proven to have discriminated against or harassed a client or supplier you will also be subject to disciplinary action.

**Monitoring and Revision of Policy**

This policy is reviewed regularly by the company.

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The company will regularly monitor the effectiveness of this policy to ensure it is achieving the objectives stated in the EOP statement by monitoring the composition of job applicants and the benefits and career progression of its workers.

### Fire Precautions Policy

The company will ensure all reasonable precautions are taken to ensure the safety of employees and visitors in the event of a fire. This will be done in a practical way by:-

- Carrying out a fire assessment of the premises to identify fire precautions needed.
- Providing suitable and sufficient fire fighting equipment at appropriate locations and maintaining any such equipment on a regular basis.
- Staff shall be trained in the use of fire fighting equipment and emergency procedures, records of any such training shall be maintained.
- Having emergency procedures in the event of a fire clearly displayed throughout the premises.
- Identifying emergency escape routes and ensuring they are maintained in a safe condition. All emergency escape routes shall be kept clear of obstructions at all times.
- Providing suitable portable fire fighting equipment in each company vehicle for use on sites as appropriate.

The safety officer is responsible for:-

- The implementation of the company's fire precautions policy.

- Recording fire training.
- Managing fire issues.
- Ensuring fire and evacuation arrangements are implemented, tested and monitored.

### Flexible Working Policy

#### Policy Statement

The company is committed to providing equality of opportunity in employment for its staff and to developing work practices and policies that support work-life balance. The company recognises that, in addition to helping employees balance their work and personal lives, flexible working can improve the company's use and retention of staff, raise staff morale and reduce absenteeism.

Our flexible working policy gives all eligible employees an opportunity to request a change to their working pattern. Managers are encouraged to facilitate such requests unless they cannot be accommodated for business or operational reasons.

This policy observes the requirements of the statutory entitlement given to certain employees to request flexible working. The company is committed to a programme of action to make this policy effective and to bring it to the attention of all staff. No employee who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.

The following paragraphs explain how this policy works; who is responsible for implementing it; which of employees are eligible to apply and the procedure under which a request to work flexibly should be made.

It also provides more specific guidance on the parameters of our policy and approach to flexible working.

This policy is for guidance only and does not form part of your contract of employment.

**Personnel Responsible for Implementation of Policy**

The Managing Director has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Managing Director has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Managing Director/Qualified Auditor.

Those working at management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policy and promote the aims and objectives of the company with regard to flexible working.

All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with the policy and act in accordance with its aims and objectives. If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact the Managing Director.

**Who Does this Policy Apply to?**

Those employees who have caring responsibilities for certain children and adults (set out below) have a statutory right to request flexible working. That right is recognised by the formal procedure set out in this policy. Please note that a request accepted under the formal procedure may result in permanent changes to terms of employment.

Those employees who do not have caring responsibilities for certain children and adults (set out below) will not be able to make a request

under the formal procedure. Those employees may, nevertheless, make a request for flexible working informally.

**The Formal Procedure**

To be eligible to make a request under the formal procedure, you must:-

- Be an employee
- Have worked for this company continuously for 26 weeks at the date the request is made and
- Not have made a formal request to work flexibly during the last twelve months (each twelve-month period runs from the date when the most recent application was made)

Employees who want to work flexibly to care for a child must:-

- Be making the application in respect of a child who is under seventeen years of age i.e. the last date when such a request could be made would be the day before that child’s 17<sup>th</sup> birthday, or, if the child is disabled, under the age of 18;
- Be responsible for bringing up the child and be making the application to enable them to care for the child; and
- Be either:-
  - The mother, father, adopter, guardian or foster parent of the child or
  - Married to, or the partner of, the child's mother, father, adopter, guardian or foster parent

**Partner**, in relation to a child’s mother, father, adopter, guardian or foster parent, means a person (whether of different sex or the same sex) who lives with the child and the mother, father, adopter, guardian or foster parent in an enduring family relationship, but is not a relative.

Employees who want to work flexibly to care for an adult who is aged 18 or over, and who is in need of care, must be (or expect to be) the person who cares for that adult, and:-

- Married to, or the partner or civil partner of, the adult or

- A relative of that adult or
- Neither of the above, but living at the same address as the adult for whom they care

This policy does not apply to agency workers, consultants or self-employed contractors.

**Scope and Purpose of Policy**

Any member of staff interested in flexible working is advised to request an informal meeting with their Line Manager to discuss their eligibility, the different options and the effect of the proposed work pattern on colleagues and service delivery before submitting a formal or informal request.

Formal requests can only be made to enable employees who meet the criteria to carry out caring responsibilities. This may cover a range of circumstances. For example, they may need to spend more time with their child or they may need to be able drop their child off at or collect him or her from school.

Employees who meet the eligibility criteria, and whose requests for flexible working are accepted, will have permanent changes made to their contracts of employment to reflect their new working arrangements.

Employees who meet the eligibility criteria, but who do not want to make permanent changes to their terms of employment, should consider making an informal request to their Line Manager , who will consider such a request according to business and operational requirements.

Employees who do not meet the eligibility criteria, and who want to make either permanent or temporary changes to their working arrangements, may make an informal request to their Line Manager , who will consider such a request according to business and operational requirements.

**Forms of Flexible Working**

Flexible working can incorporate a number of changes to working arrangements:-

- Reduction or variation of working hours
- Reduction of the number of days worked each week and/or
- Working from a different location (for example, from home)

Such changes may involve starting a job share; working a set number of hours a year, rather than a week (annualised hours); working from home (whether for all or part of the week); working only during term-time (part-year working); working compressed hours; working flexi-time. We may consider that certain office hours are “core” hours depending upon business need.

**What to do if you wish to request a Flexible Working Pattern:-**

**Informal Procedure**

Employees who wish to make an informal request for flexible working may make a request to their Line Manager, who will consider such a request according to business and operational requirements.

It will help your Line Manager to consider your request if you:-

- Make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent
- Provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times
- Think about what effect the changes to your working pattern will have on the work that you do and on your colleagues, as well as on other departments and upon service delivery

If you have any suggestions as to how any potentially negative effects can be dealt with, please include these in your written application. Your line manager can consider whether they are workable; and

- Give details of the demands of your caring responsibilities. If your proposal cannot be accommodated, discussion between you and your line manager may result in an alternative working pattern that can assist you

Your line manager will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

**What to do if you wish to request a Flexible Working Pattern:-**

**Formal Procedure**

You will need to submit a written application if you would like your request to be considered under the formal procedure.

Your written application should be submitted to Managing Director and should:-

- State the reason for your request, whether to care for a child or adult
- Provide information to confirm that you meet the eligibility criteria set out in this policy and
- Ideally be submitted at least two months before you wish the changes you are requesting to take effect

It will help your line manager to consider your request if you:-

- Provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times
- Think about what effect the changes to your working pattern will have on the work that you do, on your colleagues as well as on the company and on other departments and service delivery. If

you have any suggestions as to how any potentially negative effects can be dealt with, please include these in your written application. The company can consider whether they are workable

- Give details of the demands of your caring responsibilities. If your proposal cannot be accommodated, discussion between you and the company may result in an alternative working pattern that can assist you.

The company might be able to agree your proposal without the need for a meeting (which is the next stage of the formal procedure). If that is the case, the company will write to you, confirming their decision and explaining the changes that will be made to your contract of employment.

**Formal Procedure: Meeting**

The company will arrange to meet with you within 28 days of your request being submitted. The meeting will also be attended by another senior employee from another department. You may bring a workplace colleague or a trade union representative to the meeting if you wish.

The company will ensure that the meeting is held at a time and place that is convenient to you. In most cases, the meeting will be held at your usual place of work.

The meeting will be used to consider the working arrangements you have requested. You will be able to explain how the arrangements accommodate your caring responsibilities. You will be able to discuss what impact your proposed working arrangements will have on your work and the work of the rest of your team. If the arrangements you have requested cannot be accommodated, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.

If new working arrangements are agreed, the company may suggest starting them under an initial trial period, to ensure that they meet your needs and those of your department.



**Formal Procedure: Decision**

Following the meeting, the company will notify you of their decision in writing within 14 days.

If the company needs more time to make a decision, they will ask for your agreement to delay the decision for up to a further 14 days. A request for an extension is likely to benefit you. For example, we may need more time to investigate how your request can be accommodated or to consult several members of staff.

There will be circumstances where, due to business and operational requirements, the company is unable to agree to a request. In these circumstances, the company will write to you:-

- Stating the business ground(s) why the request cannot be agreed
- Providing an explanation of why the business reasons apply in the circumstances and
- Setting out the appeal procedure

The eight business grounds on which the company may reject your request are:-

- The burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to reorganise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Insufficiency of work during the periods the employee proposes to work and
- Planned changes

If your request is accepted, or where the company proposes an alternative to the arrangements you requested, we will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they

will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment. There may also be some additional practical matters, such as arrangements for handing over work, which we will discuss with you.

Please note that, under the formal procedure, changes to your terms of employment will be permanent and you will not be able to make another formal request until twelve months after the date of your original application.

**Formal Procedure: Appeal**

If your request is rejected, you have the right to appeal.

Your appeal must:-

- Be in writing and dated
- Set out the grounds for your appeal and
- Be sent to the Managing Director within 14 days of the date on which you received the written rejection of your request

The company will arrange for your appeal meeting to take place within 14 days of receipt of your request. The appeal meeting will be held at a convenient time for all those attending and, as at the meeting that considered your request, you may be accompanied by a workplace colleague or a trade union representative.

An Appeal Panel will be selected, specifically for the appeal, from the company's senior management team.

You will be informed in writing of the Appeal Panel's decision within 14 days of the date of the appeal meeting.

If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence.

You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment. There may also be some additional practical matters, such as arrangements for handing over work, which we will discuss with you.

You should be aware that changes to your terms of employment will be permanent and you will not be able to make another formal request until twelve months after the date of your original application.

If your appeal is rejected, the written decision will state the grounds for the decision and provide an explanation as to why the grounds for refusal apply in the circumstances. You will not be able to make another formal request until twelve months after the date of your original application.

**Breaches of Policy**

There will be exceptional occasions when it is not possible to complete a particular part of the procedure within the expected time limits. Where an extension of time is agreed, the company will write to you confirming the extension that has been agreed and the date on which the extension will end.

In certain circumstances, an application made under the formal procedure set out in this policy will be treated as withdrawn. This will occur if:-

- You decide to withdraw a request. If a request made under the formal procedure is withdrawn, an employee will not be eligible to make another request for twelve months from the date of their original request. Where you decide to withdraw a request, you should notify the company as soon as possible or
- You fail to attend two meetings without reasonable cause or
- You unreasonably refuse to provide information we require

In such circumstances, we will write to you confirming that the request has been treated as withdrawn.

**Monitoring and Review of Policy**

This policy is reviewed regularly. We may also monitor the effectiveness of this policy to ensure it is achieving the stated objectives.

**Grievance Policy and Procedure**

**Policy Statement**

It is the company's policy to create an environment that promotes open communication, which allows for free and informal discussion of any work related problems. Occasionally however, problems will arise which may only be resolved through a more formal procedure.

The rules and procedures set out in this Policy will be reviewed periodically by the company in light of experience, changes in legislation and other relevant factors. Employees will be involved in any subsequent changes.

**Please note that this procedure is non-contractual.**

**Policy Principles**

The company will protect the right of staff to seek to remedy a grievance in a fair manner. Once a grievance is dealt with there will be no further reference made to it, nor shall the employee(s) be discriminated against for raising the grievance.

If an employee believes that they are the victim of sexual, racial or any other form of harassment or unlawful discrimination, they should report any incidents to a Company Director.

The grievance procedure can only be used where the matter in question is not the subject of disciplinary proceedings, which should be taken up in accordance with the company's separate Disciplinary Procedure.

**Procedure**

At all stages of the grievance procedure, the employee has the right to be accompanied by a work colleague, a Trade Union representative or an

official employed by a Trade Union to any meeting. The employee's choice of companion must be reasonable. If the proposed person is not available to attend the hearing, the hearing can be postponed to a date and time within five working days of the date of the originally proposed meeting to enable the employee to choose an alternative colleague if they wish to.

At each meeting a companion:-

- Can if the employee wishes address the meeting
- Can if the employee wishes put or sum up the employee's case
- Can respond on the employee's behalf to views expressed
- Can confer with the employee during the meeting
- Cannot answer questions on the employee's behalf
- Cannot prevent the employee from explaining their case

The company, the employee and the chosen companion will make every effort to attend all meetings.

The employee has a right to appeal against any decision made if the employee feels that the grievance has not been satisfactorily resolved.

**Informal Procedure**

In the first instance, an employee who believes they have a legitimate grievance, arising from their employment should discuss it with their Line Manager.

If the Line Manager is the subject of the grievance the employee should discuss it with an alternative manager of their choice. The employee's Line Manager will be offered the opportunity to comment on the matter. The Line Manager or alternative manager will arrange a meeting to hear the grievance, normally within five working days of notification, and the decision and any action the company proposes to take will be notified in writing to the employee as quickly as possible, normally within five working days of the matter being raised.

**Formal Procedure - Stage 1**

Should the employee feel that the matter has not been resolved through informal discussions, they should put the grievance in writing in detail to the Managing Director within five working days of notification of the outcome of the informal procedure.

The Managing Director will then arrange a meeting to hear the grievance, normally within five working days of receiving the employee's letter. At the meeting the employee will be given the opportunity to explain their grievance and how they think it should be resolved.

Following the meeting the company will decide what action, if any, needs to be taken. The company will then write to the employee and notify them of the decision and any action the company proposes to take and the right to appeal against the decision; this will normally be within five working days of the meeting.

**Appeal Procedure- Stage 2**

Should the employee still remain dissatisfied that the grievance has not been satisfactorily resolved they can appeal. In these circumstances the employee should put their grounds of appeal in writing to the Managing Director within five working days of the date of the company's decision letter.

The Managing Director will then arrange a meeting to hear the appeal, normally within five working days of receiving the employee's letter. At the meeting the employee will be given the opportunity to explain their appeal and how they think it should be resolved.

Following the meeting the company will decide what action, if any, needs to be taken. The company will then write to the employee and notify them of the decision and any action the company proposes to take; this will normally be within five working days of the meeting.

The decision made at the Appeal will be final and all internal procedures exhausted.

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## Health and Safety Policy

The company has drawn up a general safety policy, which must be held in every region and displayed. The statement must be brought to the attention of all company employees as part of their Induction Training.

The Policy details the arrangements within the company for ensuring Health, Safety and Welfare and identifies the responsibilities for Health and Safety for all employees at all levels.

The Policy is reviewed at least annually and any amendments must be brought to the attention of all employees.

### Policy Statement

It is the company's policy to comply with the Health and Safety measures required by law, including Working Time Regulations and to act positively to ensure that all premises are safe and healthy places in which to work.

The company also recognises that the Health, Safety and Welfare of all employees, whether on company premises or carrying out company business elsewhere, are primarily the responsibility of the management.

The company recognises its responsibilities for the Health and Safety of others, whilst they are on our premises and our neighbours in the community around us.

All employees are reminded that they have an important duty to conform to Health and Safety Policies and Procedures, also to do everything that is required of them to prevent injury to themselves and others and loss to the company. To also comply with the various safety requirements of the Working time Regulations.

Within the company the Regional manager is responsible for implementing this policy. All appropriate resources are made available to ensure that this policy is maintained.

The company is committed to progressively improving its Health and Safety performance and will monitor the effectiveness of the Policy on a regular basis with a formal review annually.

The policy will be revised as often as may be appropriate following these reviews to ensure continuing improvements in the Health and Safety standards within the company.

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## Holiday Policy

### Why have a Holiday Policy?

As an employee of the company, you are entitled to a certain amount of holiday in every year that you work. This policy enables you to know how the company calculates that entitlement.

### Holiday Entitlement

Employees are entitled to take holiday as confirmed in your Contract of Employment.

### The Holiday Period

Employees are encouraged to take their full entitlement to holiday in the appropriate periods or it will be lost, except under exceptional circumstances and at the complete discretion of the company. This must be agreed with the company prior to the end of any relevant holiday period.

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

**Additional Holiday Information**

This policy is to aid the smooth running of the business and your requirements for suitable rest to be taken throughout the holiday year. We believe that you will perform your duties as an employee better if you take all your holiday entitlement for each period. **You will not be reimbursed any extra money for any holiday that is not taken.**

The company reserves the right to remove access to its systems during any period of holiday for the better performance of the business.

You should refer to your Contract of Employment for additional information about holidays and holiday pay or contact your line manager if you have any queries.

**How to Book your Holidays**

Employees must clear their holiday dates with their line manager prior to booking a holiday, to avoid any serious understaffing. This is arranged by completing your holiday request form. The form should then be passed to your line manager for authorisation.

You must provide at least four weeks’ notice of proposed holiday dates. If you wish to take holiday at short notice please request if this is possible before making any holiday arrangements.

Subject to exceptional circumstances no more than ten continuous days of holiday entitlement will be authorised.

Subject to the law from time to time, holiday entitlement accrued in one annual leave year may not be carried over into the next leave year. Holiday not taken in any leave year will be lost. Statutory holiday entitlement will be deemed to have been taken first. No holiday entitlement over and above statutory minimum holiday entitlement may be carried over into the next leave year. You will not be paid for accrued holiday leave not taken unless this situation occurs in your last year of employment.

If an employee falls ill or is injured whilst on holiday, on production of a medical certificate, holidays can be reinstated and the time will be treated as sickness absence.

Any employee who is absent due to illness or injury is also entitled to request that the time (or some of the time) be treated as holiday. This is subject to the normal holiday booking procedures.

As at the date of this policy, statutory minimum holiday entitlement is 28 days per annum which is the first 28 days of your total holiday entitlement as stated in your contract of employment.

**IT Policy**

With the global expansion of Information Technology comes certain legal and moral responsibilities to which employees and the organisation are held accountable. The policy is set out to outline guidelines to protect against fraudulent action and to protect the company’s legal position.

**Software**

Any software package must NOT be installed onto the Network or any local PC without prior consent. This includes screen savers and sample programs, which can affect configurations and cause other programs to fail. All installed software MUST be licensed where appropriate.

**E-Mail**

All employees using e-mail as part of their normal execution of business must adhere to the following;

- While the company will allow reasonable and occasional use of e-mail for personal correspondence, excessive use is unacceptable and will be subject to the company’s disciplinary procedures.

- It is prohibited for employees to send, or knowingly receive any e-mail that may cause offence to other employees, especially on discriminatory grounds or of a graphic pornographic nature.
- You must not enter into a formal contract, or compromise the companies legal position by exposing the company to any action for liable. All e-mails sent must include the company e-mail disclaimer.
- Any attachment from an unknown sender must NOT be opened.
- If employees receive virus warnings via e-mail they should take no action other than inform their line manager.
- It is a disciplinary offence to access another employee’s individual e-mail facility by using their personal I.D. without their express permission.
- You must not, under any circumstance, open or respond to any SPAM e-mail. All must be deleted immediately.

Employees not adhering to this policy may face disciplinary action. Depending on the seriousness of the offence, it may constitute gross misconduct.

**Internet**

All employees with Internet access must adhere to the following Internet policy.

- The Internet must be used for business purposes only.
- The accessing of pornographic or offensive sites is strictly prohibited and will be treated as gross misconduct
- The accessing of shopping sites, such as EBay or Amazon is prohibited and may be treated as gross misconduct.
- It is forbidden to download anything from the Internet to the network unless approved by a Senior Manager.

**Social Media**

All employees are prohibited from accessing and using social media sites including but not limited to Facebook and Bebo during working hours. This

includes accessing such applications via mobile phones or any other portable device.

The company may approve access to social networking sites for business purposes, however, use must be strictly limited to genuine business use and must be in the form of a specific instruction or a normal part of an employee’s job role (e.g. marketing).

Any employee who, as part of their job role, is asked to connect to other businesses or individuals via any networking site (e.g. LinkedIn) must, if requested, delete these connections. This may be requested if an employee changes job roles, leaves the organisation or for some other reason.

Employees not adhering to this policy may face disciplinary action. Depending on the seriousness of the offence, it may constitute gross misconduct.

**Monitoring**

The company reserves the right to monitor employees e-mail and Internet use, both during routine audits, and in specific cases where a problem relating to excessive or unauthorised use is suspected. The company also reserves the right to either block sites that have no relevance to company business and to set Internet access times during a working day.

Employees not adhering to these policies may face disciplinary action. Depending on the seriousness of the offence, it may constitute gross misconduct.

**Maternity Policy**

**The Policy**

This policy sets out rights to maternity leave and maternity pay taking account of minimum statutory entitlements, as well as arrangements during pregnancy.

**General Principles**

This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers and the self-employed.

The policy does not form part of your contract of employment and we may amend it at any time.

**Definitions**

The definitions in this paragraph apply in this policy.

**Expected Week of Childbirth (EWC):** the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

**Qualifying Week:** the fifteenth week before the EWC.

**Notification**

You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:-

- That you are pregnant
- The Expected Week of Childbirth (EWC) and
- The date on which you would like to start your maternity leave

You must provide a certificate from a doctor or midwife (usually on a MATB1 form) confirming your EWC.

**Time Off for Ante-Natal Care**

If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parent craft classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment.

We may ask you to provide the following, unless it is the first appointment:-

- A certificate from the doctor, midwife or health visitor stating that you are pregnant and
- An appointment card

**Sickness**

Periods of pregnancy-related sickness absence shall be paid in accordance with your contract terms in the same manner as any other sickness absence. Any payment of sick pay in excess of this as a result of pregnancy-related sickness shall be entirely at our discretion.

Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

If you are absent for a pregnancy-related reason during the four weeks before your EWC, your maternity leave will usually start automatically.

**Health and Safety**

We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.

We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (and for as long as is necessary) to avoid those risks. This may involve:-

- Changing your working conditions or hours of work
- Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable or
- Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work

**Maternity Leave**

Shortly before your maternity leave starts we shall discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

All entitled employees are entitled to up to 52 weeks' maternity leave which is divided into:-

- Ordinary maternity leave of 26 weeks (OML)
- Additional maternity leave of a further 26 weeks immediately following OML (AML)

**Starting Maternity Leave**

The earliest date you can start maternity leave is eleven weeks before the EWC (unless your child is born prematurely before that date).

You must notify us of your intended start date as set out above. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (**Expected Return Date**).

You can postpone your intended start date by informing us in writing at least 28 days before the original intended start date, or if that is not possible, as soon as reasonably practicable.

You can bring forward the intended start date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

Maternity leave shall start on the earlier of:-

- Your intended start date (if notified to us in accordance with this policy) or
- The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the EWC or
- The day after you give birth

If you are absent for a pregnancy-related reason during the four weeks before the EWC, you must let us know as soon as possible in writing. Maternity leave will be triggered as above unless both parties agree to delay it.

If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.

The law prohibits you from working during the two weeks following childbirth.

**Terms and Conditions during OML and AML**

All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:-

- Benefits in kind [such as life insurance, health insurance, gym membership and use of a company vehicle if applicable] shall continue
- Annual leave entitlement under your contract shall continue to accrue and
- Pension benefits shall continue



**Annual Leave**

During OML and AML, annual leave will accrue at the rate provided under your contract.

Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your maternity leave, you should ensure that you have taken the full year's entitlement before starting your maternity leave.

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

**Pensions**

During OML and any further period of paid maternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave provided that you continue to make contributions based on the maternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Managing Director.

**Redundancies during Maternity Leave**

In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

**Maternity Pay**

Statutory maternity pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch (see below)

You are entitled to SMP if:-

- You have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week
- Your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government
- You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your EWC
- You give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave and
- You are still pregnant eleven weeks before the start of the EWC or have already given birth

SMP is calculated as follows:-

- First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period
- Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower

SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:-

- The week following the week in which employment ends or
- The eleventh week before the EWC.

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be

recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

**Keeping in Touch**

We may make reasonable contact with you from time to time during your maternity leave.

You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, would be set by agreement with the company. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include:-

- Updating you on any changes that may have occurred
- Discussing any necessary training
- Discussing any changes to working arrangements (for example if you have made a request to work part time. See below about returning to work part-time)

**Expected Return Date**

Once you have notified us in writing of your intended start date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

We expect you to return on the Expected Return Date unless you tell us otherwise. It is helpful to us if you confirm during your maternity leave that you will be returning to work as expected.

**Returning Early**

If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing.

If insufficient notice is given, we may postpone your return date until four weeks (or eight weeks if appropriate) after you gave notice, or to the Expected Return Date if sooner.

**Returning Late**

If you wish to return later than the Expected Return Date, you should either:-

- Request unpaid parental leave in accordance with our parental leave policy, giving us as much notice as possible but not less than 21 days or
- Request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

In any other case, late return will be treated as unauthorised absence.

**Deciding Not To Return**

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot

change your mind without our agreement. This does not affect your right to receive SMP.

**Your Rights When You Return**

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent.

However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

**Returning to Work Part-Time**

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our flexible working procedure.

**Paternity Leave Policy**

**What is the Right?**

The right is to allow eligible employees to take paid leave to care for a baby or support the mother following birth. The right came into force on 3rd April 2011, and applies to all those for whom the relevant baby is due on or after this time.

The right is to take either one week or two consecutive week's leave of Ordinary Paternity Leave or 26 weeks of Additional Paternity Leave..

The leave must be taken to support the mother or care for the new baby - it is not permissible to take this type of leave for any other purpose.

A partner is someone who you live with, in an enduring relationship, but not an immediate relative. Please note that although this policy (and indeed the Regulations) refers to Paternity Leave and to "father", "he" and "him", this right is available to a same sex partner, and thus should be taken to include those female same sex partners who qualify.

Please note that paternity leave may be applied to adoptions including adoptions by same sex couples. Although particularly complex statutory rules apply in these circumstances, please do not hesitate to ask your line manager if you would like further information. We are keen to ensure a fair approach and will ensure that you receive the benefit of your statutory entitlements at the relevant time.

**Ordinary Paternity Leave (OPL)**

You will qualify for this right if you are an employee with 26 weeks continuous employment by the 15<sup>th</sup> week before the baby is due ("the qualifying week").

You must be either the biological father of your baby or the mother's husband or partner (including civil partner) and have or expect to have responsibility for the child's upbringing.

**Period of Leave**

You must choose whether you wish to take one or two weeks leave. You cannot take odd days, or separate weeks. You may only take one period of leave, regardless of how many babies are born as the result of one pregnancy.

You cannot begin your leave until the birth of the baby. You may then start your leave on:-

- The date of the baby's birth
- A fixed date falling such number of days after the date on which the child is born as you notify to us

- A chosen date as notified to the company by you which falls after the first day of the EWC

If you wish to take your leave from the date of birth, and you are working on that day, your leave will start from the next day.

You must take your leave within 56 days of the date of birth of the child, or, where your child is born earlier than expected, between the birth and 56 days from the first day of the EWC.

**Notification**

To qualify, you must notify the company by the end of the 15<sup>th</sup> week before the EWC, unless not possible, when as soon as is reasonably practicable. To qualify for SPP (Statutory Paternity Pay), you must tell the company that you wish to receive this at least 28 days beforehand. In most cases, you will give the company both notices at the same time.

You must tell us:-

- The expected week of childbirth (EWC)
- Whether you wish to take one or two weeks leave
- When you wish to start your leave

To qualify for SPP, you must also make a signed declaration of the following:-

- You are taking leave to care for the child or support the mother (or both)
- You have or expect to have responsibility for the up-bringing of the child
- You are the father of the child or the partner or husband of the mother

You should then tell the company the date of birth of your child, in writing. Whilst we are not entitled to ask you for medical evidence of the pregnancy, if we obtain evidence that you have obtained Paternity Leave fraudulently, this will be a disciplinary matter and is very likely to be gross misconduct entitling the company to dismiss you summarily.

You may change your mind about when you want your leave to start if you give the company 28 days’ notice of wishing to do so.

However, if your baby is born earlier than expected and you are unable to give the company the required notice of your leave, then you should give the company the information we require as soon as possible, and sign a declaration for SPP as soon as you can.

Where you wish to take Parental Leave as well as Paternity Leave, you should give the company notice of this at the same time.

**Additional Paternity Leave (APL)**

Additional paternity leave and pay may be available if:

- you are the father of a child due on or after 3 April 2011
- your wife, partner or civil partner is pregnant and due to give birth to a child on or after 3 April 2011
- you and your partner receive notification that you are matched with a child for adoption on or after 3 April 2011
- your wife, partner or civil partner is adopting a child from overseas and the child enters Great Britain on or after 3 April 2011
- the child’s mother is entitled to statutory maternity leave, maternity pay or allowance or statutory adoption leave or pay.

**Period of Leave**

Additional paternity leave is for a maximum of 26 weeks. Leave can be taken any time from 20 weeks after the child is born, but it must have finished by the child’s first birthday. In the case of adoption it can start anytime between 20 weeks and 52 weeks after the child starts living with the adopter.

**Notification**

To qualify for additional paternity leave and pay employers must receive notice in writing at least eight weeks before the start of the leave. This must include:

- the expected date of the baby's birth or date of notified of being matched for adoption
- the actual date of baby's birth, or placement of adoption
- the start date of the Additional Paternity leave and pay
- the relationship to the mother, and that leave is being taken to care for the child.

For Additional Paternity leave to be taken the child's mother or adopter must have returned to work.

**Statutory Paternity Pay (SPP)**

On most occasions, if you qualify for leave you will also qualify for SPP. You must give the company at least 28 days' notice of when you wish to receive this, but where you are entitled to leave as well, this should be done in the notice you are required to give to qualify for that.

To qualify, you must have worked for the company for 26 weeks ending with the 15<sup>th</sup> Week before the baby is due, and you must also work for the Company from the 15<sup>th</sup> week up to the date of birth. You must also have average earnings at or above the Lower Earnings Limit for National Insurance purposes.

SPP is treated as earnings, so any deductions, such as tax and NIC, and also pension and trade union subscriptions will be deducted from this.

SPP will be paid at the rate currently set from time to time, or 90% of average weekly earnings as applicable. Again, SPP is not related to the number of children born, and the payment remains the same however many children you have.

You cannot receive SPP and SSP at the same time. If you are unwell before beginning your period of SPP, you should postpone this.

**Terms and Conditions during OPL and APL**

All the terms and conditions of your employment remain in force during OPL and APL, except for the terms relating to pay. In particular:-

- Benefits in kind [such as life insurance, health insurance, gym membership and use of a company vehicle if applicable] shall continue
- Annual leave entitlement under your contract shall continue to accrue and
- Pension benefits shall continue

**Annual Leave**

During OPL and APL, annual leave will accrue at the rate provided under your contract.

Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your paternity leave, you should ensure that you have taken the full year's entitlement before starting your paternity leave.

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

**Pensions**

During OPL and any further period of paid paternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on paternity leave provided that you continue to make contributions based on the paternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Managing Director.

**Redundancies during Paternity Leave**

In the event that your post is affected by a redundancy situation occurring during your paternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

**Keeping in Touch**

We may make reasonable contact with you from time to time during your paternity leave.

You may work (including attending training) for up to ten days during paternity leave without bringing your paternity leave or SPP to an end. The arrangements, including pay, would be set by agreement with the company. You are not obliged to undertake any such work during paternity leave.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include:-

- Updating you on any changes that may have occurred
- Discussing any necessary training
- Discussing any changes to working arrangements (for example if you have made a request to work part time. See below about returning to work part-time)

**Return to Work**

After Paternity Leave, you are entitled to return to work to the same job as before your leave, on the same terms and conditions (except where a redundancy situation has arisen). You will be entitled to benefit from any changes to the terms and conditions in your absence.

If you take Parental Leave after Paternity Leave, your right to return remains the same, unless you take more than four weeks Parental Leave, in which case your right to return is to the same job where this is reasonably practicable, and if not you are entitled to be offered another suitable job.

If you are ill at the end of your Paternity Leave, then you should simply follow the usual absence procedures, and will be treated as having returned to work but be off sick in the normal way.

If you wish to return to work earlier than you initially stated, you must give the company at least 6 weeks’ notice of the revised date.

**Policy for Prevention of Harassment at Work**

**The Policy**

It is never acceptable for any employee to be subjected by any other employee to harassment on the basis of race, religious belief, creed, ethnic or regional origin, age, disabilities, physical characteristics, health, personal background, gender, marital status, sexual orientation, political beliefs, trade union membership or any other grounds.

**Definition of Harassment**

The company defines harassment as being any conduct, whether physical or verbal, whether persistent, occasional or singular, which is unwarranted by another person and either embarrassing, humiliating, intimidating or offensive to any other employee. Harassment is unwanted conduct of a discriminatory nature affecting the dignity of individuals at work. It can include unwelcome physical, verbal or non-verbal conduct. Such behaviour is unacceptable.

Harassment may include but is not limited to:-

- Making racist, sexually suggestive, offensive or lewd remarks, jokes or banter whether or not these are made directly to the recipient or to a third party)
- Threatening remarks or behaviour
- Linking opportunities for training, promotion or employment with sexual or other favours
- Displaying of pornographic or sexually suggestive pictures or material
- Writing of racist or sexually suggestive graffiti
- Denigration of the religious beliefs of another employee or less favourable treatment on the basis of those beliefs
- Office bullying
- False or frivolous accusations of sexual or racial harassment, or any other harassment

- Denigration and/or threatening remarks or behaviour or other less favourable treatment on grounds of sexual orientation

For harassment to have occurred, the behaviour complained of need not have been considered offensive by anyone other than the complainant. It is the perception or response of the person affected by such behaviour that is important.

Additionally, the harassment does not need to have been directed at the complainant, they may have merely witnessed it being directed at others. Please note that the remainder of this policy, however, assumes that the complainant is someone who has suffered direct harassment, however, the same policy and procedures will apply to witnessed harassment.

Legitimate action by employees in positions of authority to ensure that other employees perform their duties to the standard required by the company cannot be construed as harassment.

The company will ensure that a complainant alleging harassment will be provided with the opportunity to discuss the allegation with either a male or female member of staff appointed for that purpose. The company will ensure that all complaints of harassment are dealt with as speedily, confidentially and sympathetically as is practicable.

**Disciplinary Action**

Regardless of his/her position within the company, disciplinary action will be taken against any employee found to be engaging in, inciting or condoning harassment. Depending on the seriousness of the matter, dismissal may result.

Similarly, disciplinary action will be taken against any employee found intimidating, victimising or discriminating against any other employee because he/she has complained about harassment. Depending on the seriousness of the matter, dismissal may result.

**Procedures for Dealing with Harassment**

Any employee who considers that he/she has been or is being harassed in any way should immediately request the harasser to stop.

If the harassment does not cease, or if it is inappropriate to adopt the course detailed above, the person who is being harassed should report the matter, preferably in writing, to the Managing Director.

Upon receipt of a complaint of harassment, the Managing Director will investigate the complaint, or arrange for it to be investigated, and, where necessary, arrange interviews to collect any evidence.

If there appears to be a case to answer, the evidence will be committed to writing. Members of staff and other persons will be requested to sign statements, which may then be used in any further disciplinary action.

If there appears to be a case to answer by the alleged harasser, that person will be interviewed by the Managing Director or by an independent H.R Consultant if the Managing Director considers that this is more appropriate. The alleged harasser will be informed of the allegation made against him/her and given copies of the statements that have been obtained. Time will then be given for the harasser to answer the allegations. A further interview will be held at which the harasser may be accompanied by a co-employee colleague or trade union representative. The response will be recorded in writing.

If the designated person considers disciplinary proceedings should be instituted, The Company’s Disciplinary Procedure will be initiated without unreasonable delay. A decision to dismiss the allegation will be given in writing to the parties concerned within three working days.

In all reported cases of harassment the parties concerned should be kept apart as much as possible. In serious cases, the employee may be suspended on full pay whilst investigations proceed. The company will respect and comply with any wish by the complainant not to invoke the

disciplinary procedures, but where harassment is proved, to speak to and counsel the harasser.

**Risk Assessment Policy**

The management of Health and Safety at Work Regulations 1999. These Regulations places a duty on the employers or self-employed persons to assess the risks to workers and any others who may be affected by their undertaking. Employers with five or more employees must also record the significant findings of the assessment.

A suitable and significant risk arising out of work.

Enable the employer to identify and prioritise the measures that need to be taken to comply with the relevant statutory provisions.

Be appropriate to the nature of the work and such that it remains valid for a reasonable period of time.

The Safety Officer is responsible for ensuring that a suitable and sufficient risk assessment is made of health and safety risks to employees. The significant findings should be recorded and procedures put into place to control the risks.

The general risk assessment forms should be used to identify the significant risks to health and safety and the control measures to reduce the risk where it cannot be eliminated (see risk assessment record).

Training will be provided for all persons who have responsibility for carrying out risk assessments.

Information should be given to the people who may be affected by the identified risk and the control measures put into place to reduce the risks that cannot be eliminated.

**Social and Welfare Policy**

The company has a duty of care to protect employees from risks to their health and safety to this end the company has provided:-

- Good physical working conditions
- New shift systems resulting in reduced sickness
- Health and safety standards that are rigorously maintained
- New starters are given sufficient training and receive particular attention during the initial period of their work
- The prevailing ethos is one of team work

The company recognises that there are certain issues to be addressed and these key points are:-

**Maternity**

Absence records will be kept separate from sickness records – a woman attending regular antenatal classes should not initiate a ‘trigger point’ in the same way as someone with a regular sickness absence.

**Disability**

The company is legally required under the Equality Act 2010 to make responsible adjustments to enable a disabled person to continue working.

**Data Protection**

If it becomes necessary for the company to see an employee’s medical record written permission will have to be obtained.

**Health and Safety**

The company has a duty under health and safety law to undertake a risk assessment of employee’s activities to prevent harm to people.



**Discipline and Dismissal**

The company follows ACAS guidelines regarding disciplinary matters.

**Gender Identity Issues**

The company recognises ‘Gender Dysphoria’ and any person who undertakes the personal, social and medical transition to live in the gender identity of their personal conviction. The Equality Act 2010 places certain responsibilities on employers and this company will take heed and notice of this legislation and the Equality Act 2010.

If any employee falls within the above framework of ‘Gender Dysphoria’ the company will be sympathetic, supportive and ensure that the individual will not suffer any victimisation and harassment.

**Smoke Free Policy**

The Health Act 2000 bans smoking in enclosed public spaces and workplaces. This policy has been developed to protect all employees, customers and visitors from exposure to second hand smoke.

It is the policy of the company that all workplaces and work vehicles (used by more than one person) shall be smoke free enabling all employees to work in a smoke free environment.

The company may designate an unenclosed space as a smoking area. Employees will be notified if the company has a smoking area. Employees are not allowed additional breaks to smoke. Those who wish to smoke must do so in their own time.

Any employee who fails to comply with this policy will be subject to disciplinary action which may include dismissal on grounds of gross misconduct. Failure to follow the legal requirements which this policy implements is a criminal offence and may result in a fine.

**Special Leave**

**Religious Holidays**

The company will endeavour to allow time off to observe religious holidays but such holidays will count as part of your annual leave entitlement and a deduction from your annual leave will be made. Please let your Line Manager know if a holiday booking is for a religious festival so that the company can make allowance for this where-ever reasonably possible.

**Public Duties (Jury Service etc.)**

Public duties: these may also require time off to be granted depending upon the nature of the public duty. However the time off must still be booked and so you should liaise with your Line Manager so that the absence can be formally authorised and so that the company can meet its legal obligations where applicable.

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**Stress Policy**

**Policy Statement**

The company is committed to protecting the health, safety and well-being of all those who work for it and to maintaining a working environment in which everyone treats one another with dignity and respect and is able to trust and co-operate with their colleagues.

It recognises that, whatever its source, stress is a health and safety issue in the workplace. The company acknowledges the importance of a supportive environment and working culture and of identifying and reducing workplace stressors.

It is committed to a programme of action to make this policy effective and to bring it to the attention of all staff. However, this policy can only be effective if everyone within the organisation co-operates to achieve its aims.

**What is Stress?**

Stress is the adverse reaction experienced in response to excessive pressures or demands. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.

There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress.

Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress. They can also compound normal workplace pressures.

The company recognises that, what triggers stress and the capacity to deal with stress, varies from person to person. Individuals react to similar situations in different ways.

**Legal Obligations**

The company has a legal duty to take reasonable care to ensure that the health of its staff is not put at risk by excessive pressures or demands arising from the way work is organised.

This policy acknowledges the company’s obligations under the Health and Safety at work etc. Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Disability Discrimination Act 1995.

**Who Is Covered by the Policy**

This policy covers all individuals working for the company at all levels and grades.

Third parties who have access to our premises (such as consultants, contractors, customers and visitors) are also required to comply with this policy.

This policy does not form part of any contract of employment and it may be amended at any time.

**Scope and Purpose of the Policy**

The company is committed to identifying and tackling the causes of work-related stress and to providing appropriate support and consideration to staff suffering from stress, on a confidential basis where appropriate. The company:-

- Promotes a culture of open communication, participation and encouragement. Through training, effective planning and allocation of workloads and ensuring feedback is provided on performance, the company wishes staff to develop their skills and confidence and to feel able to raise any concerns they have about their work or working environment
- Uses its practice of staff development, staff support systems and policies reflecting current good practice to help staff understand and recognise the causes of stress and to address work-related stress and the impact of external stressors at work
- Recognises that the following policies and initiatives can assist staff to achieve an appropriate work/life balance and recognise and manage personal health issues, particularly where stress may result from a number of factors:-
  - Providing a workplace free from harassment, bullying and victimisation
  - Addressing violence, aggression and other forms of inappropriate behaviour through disciplinary action

- Risk assessments to include or specifically address workplace stress
- Maintaining an appraisal process to ensure the suitability of workloads, supported by a capability procedure
- Flexible working
- Comprehensive change management procedures
- The development of support services, such as occupational health, for staff affected by or absent by reason of stress

**Personnel Responsible For Implementation of the Policy**

The Managing Director has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Managing Director has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Managing Director/Qualified Auditor.

Recognition of stress as a genuine problem requires management support and action. Those working at management and supervisory level have a specific responsibility to:-

- Participate in the culture of open communication and encouragement; ensure that staff they manage receive training, effectively plan and allocate workloads and provide feedback on performance
- Monitor workloads and reallocate work where necessary
- Ensure that staff they manage understand the standards of behaviour expected of them and others and act upon behaviour that falls below those standards

To facilitate this process, managers and supervisors are encouraged to seek advice if necessary from the company on how to recognise stress in the staff they manage.

However, all members of staff are responsible for the success of this policy and must ensure that they:-

- Familiarise themselves with the policy and act in accordance with its aims and objectives

- Plan and organise their work to meet personal and organisational objectives
- Speak to their manager if they experience or are aware of a situation that may lead to a stress problem
- Co-operate with support, advice and guidance they may be offered by the company

The Managing Director will have responsibility for informing all staff of this policy and their role in its implementation. Any questions concerning the operation of this policy should be directed to him.

**Sources of Support**

The company may put in place measures to assist staff who may be suffering from stress. This may include the measures below depending upon the circumstances:-

- Training **AND/OR** Workshops on stress management
- A confidential helpline manned by independent advisers with access to specialist counsellors
- Health and lifestyle screening through an occupational health practitioner
- Stress advice clinics

**Resolving Cases of Stress at Work**

Any member of staff who believes they are suffering from stress is encouraged to discuss this with their manager or supervisor in the first instance. If they feel unable to do so they should contact the Managing Director.

Once an issue affecting the health of any member of staff comes to the attention of a manager, supervisor or steps will be taken to address that issue. Those steps may include any of the following:-

- A workload review, reallocation of work, monitoring of future workload or possible redeployment. The company may also review capability for your role

- Where appropriate, investigation under disciplinary and/or grievance procedures
- Referral for medical advice AND/OR a medical report to be provided from medical advisers AND/OR the GP (and any medical specialist) treating the member of staff concerned
- Where the member of staff is on sickness absence, discussion of an appropriate return to work programme. The company's sickness absence policy may be applied

Occupational Health AND/OR Counselling services may be used to try to help staff overcome problems associated with work-related stress as well as other stress and the impact that has on their ability to do their duties.

**Absence due to Stress**

Any member of staff who is absent due to stress should follow the sickness absence reporting procedure.

**Confidentiality**

Confidentiality is an important part of this policy. Every member of staff is responsible for observing the high level of confidentiality that is required, whether they are suffering from stress, supporting a colleague who is suffering from stress or because they are otherwise involved in the operation of our policies or procedures dealing with stress.

Breach of confidentiality may give rise to disciplinary action under the company's disciplinary procedure.

However, we should make it clear that there are occasions when matters reported by a member of staff suffering from stress may have to be put to third parties. For example, where duties need to be reallocated within a team or where, as the result of reported bullying or misconduct, an investigation and/or proceedings take place under our disciplinary policy. If this is the case, matters will be discussed with the member of staff concerned before any action is taken in respect of the matters they have brought to our attention.

**Protection for those Reporting Stress or Assisting with an Investigation**

Staff who report that they are suffering from stress, who support a colleague in making such a report or who participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.

Any member of staff who considers that they have been subjected to any such intimidation or victimisation should seek support from their Line Manager. They may alternatively or additionally raise a complaint in accordance with the company's grievance procedure.

Any member of staff who is, after investigation, found to have acted in bad faith or to have provided false information will be subject to action under the company's disciplinary procedure.

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**Substance Misuse**

**Introduction**

Substance misuse can interfere with personal health and also safe and responsible work performance. It is recognised that substance misuse can be the product of a problem for which effective treatment may be available. Where at its entire discretion the company considers it as appropriate the company will provide access and support to employees with respect to treatment and rehabilitation, as well as or in place of taking any appropriate disciplinary action.

**Voluntary Referral**

Employees with a substance/alcohol problem are encouraged to seek help voluntarily, and before their job performance is affected. The company can give guidance and so far as is reasonably practicable confidentiality will be maintained at all times. Employees who volunteer and who decide to accept treatment will be entitled to sick leave subject to the normal conditions as detailed in their employment contract.

**Management Referral**

Unsatisfactory job performance or employee conduct which are identified by the company, where an employee admits to substance misuse, are subject to the company’s disciplinary procedures. The employee may be asked to take a test and if appropriate the employee will be offered support and access to treatment for rehabilitation. A formal treatment plan will be agreed. Disciplinary action may follow (possibly including dismissal) if the treatment plan is not adhered to.

An employee will be subject to the company’s disciplinary procedures for refusal to enter into an agreed treatment plan to the company’s satisfaction if a substance/alcohol problem is believed or admitted to be behind the unsatisfactory conduct or performance issue.

**Disciplinary Framework**

Staff should be in no doubt that substance misuse is unacceptable. Apart from its effects on the safety and well-being of staff, and thereby the efficient operation of the company, it may also involve illegality. This section lays down the company’s disciplinary framework regarding substance misuse.

The company does not permit the abuse of drugs or solvents by employees during the course of their employment.

The company will deal with any incident involving the possession, sale or use of drugs for non-medical reasons as a very serious disciplinary matter, potentially leading to dismissal.

Individuals suspected of substance misuse whilst on the company premises who are not company employees, but are engaged on company business e.g. contractors, will be referred to their own management to take appropriate action. The company may require its contractors to remove from its premises on a temporary or permanent basis as it sees fit any of their employees whom it believes to be in breach of the company’s prohibitions on substance/alcohol misuse.

**Testing**

The company may ask an individual to undergo testing for evidence of named drugs and/or alcohol levels at any time but in particular:-

Prior to employment; as part of a health assessment to establish fitness for duty, any successful applicant for employment will undergo a pre-employment medical examination. As part of those medical procedures, tests will be conducted to detect the use of substances. An applicant who refuses to consent at this stage of recruitment or whose test results indicate the presence of an unauthorised substance will not be considered further for employment.

Should any person on the premises give reasonable cause to believe they may be under the influence of drugs.

If, as a result of internal or police enquiries, the company has reason to believe that illicit drugs are on the company’s premises or that substance misuse is a threat to the safety of the company’s operations, it reserves the right to take any further measures it deems appropriate. Such measures may include making searches of company premises or employees or their belongings and asking employees to undergo drugs testing by an external professional. The fact that you are asked to take such a test should not be taken as an indicator that you are necessarily suspected of misusing alcohol or drugs, though you will appreciate that the company may draw its own conclusions if you refuse.

**Testing Procedure**

A senior manager or an independent external expert will carry out all internal company tests. Any tests will be properly explained to you and you will be provided with full information at the time.

Failure to comply with a request to have reasonable non-invasive tests carried out may result in disciplinary action up to and including dismissal on grounds of gross misconduct.

**Search Procedures**

The company may carry out random searches at entrances to the company. These searches will take place in private on an irregular basis and no prior notice shall be given. The qualified search will consist of one male and one female employee. Their brief will be to search bags and clothing on the premises for controlled substances, company property or other dangerous items.

In the instance that a member of staff is found in possession of a controlled substance/company property and/or drug related paraphernalia the matter will be referred to the senior manager and disciplinary action will be taken. In accordance with the law, the company will notify the police authorities if illegal drugs are found on the premises, or if an employee is suspected of being involved in the supply of drugs. At this stage an employee may also be required to undergo a test. Staff who refuse the random request to be searched may face disciplinary action up to and including dismissal on grounds of gross misconduct.

**Unauthorised Possession and Supply of Controlled Substances**

Should any employee become aware that another person is in possession of a controlled substance, or is supplying drugs to others, he/she will be responsible for reporting the situation to management. That report will be treated confidentially so far as practicable. Any manager who becomes or is made aware of this situation will be responsible for taking action in line with this policy and must in particular report the matter immediately to a director.

The employee or employees concerned will be interviewed and appropriate action taken.

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**Training and Development Policy**

The Private Security Industry Act 2001 has brought into force a licensing system for people working in the private security industry.

This law aims to raise standards in training and professionalism and prevent unsuitable people working within the industry.

To this end the company will ensure that all our Manned Guarding have the necessary training qualifications before being allowed to work. The required qualification is the Level 2 National Certificate for Manned Guarding. This will be delivered by an SIA endorsed Awarding Bodies.

A recognised company will train successful new employees to industry standard. In addition, the company will also liaise with local colleges to help others obtain the qualification needed.

The company will keep a record of the employees’ qualification in personnel files as proof of completion of training.

The company will also keep a copy of the employees’ SIA badges as proof of acceptance to work in the relevant sectors of the industry.

To develop further an employee can undergo training in other aspects of security – leadership, first aid, etc. - the company encourages personal development and will give help and advice when necessary.

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**TUPE Policy**

This company fully recognises and abides by the legislation surrounding TUPE and if it became the case that this business is transferred to another or vice versa the company will follow the letter of the law.

In the event that TUPE Regulations apply, the following will automatically be taken over by the new employer:-

- Contract of Employment
- The rights and obligations arising from these contracts

- The rights and obligations arising from the relationship between the transferor and the employees working in that undertaking
- Any existing collective agreements

Employees who are employed by the employer at the time of transfer

- Automatically become employees of the new employer, as if their contracts of employment were originally made with the new employer
- Have their service counted as continuous from the date of which employment commenced (with the first employer)

The company will cooperate fully in the exchange of information to provide a smooth transfer and also that they will assess the training needs and provide any training which may be identified within a reasonable timescale. This company will ensure that any such transition will occur with the minimum of disruption and inconvenience to employees

Screening will be completed in full as per BS 7858. Where appropriate, induction training will be given

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### Workplace Violence

The Company does not tolerate acts of workplace violence committed by or against employees. The Company strictly prohibits employees from making threats or engaging in violent acts.

Note: This is a zero-tolerance policy, meaning that The Company disciplines or terminates every employee found to have violated this policy.

Prohibited Conduct - Prohibited conduct includes, but is not limited to:

- injuring another person physically;
- engaging in behaviour that creates a reasonable fear of injury in another person;
- engaging in behaviour that subjects another individual to extreme emotional distress;

- possessing, brandishing, or using a weapon while on company or client premises or engaged in Company business;
- damaging property intentionally;
- threatening to injure an individual or damage property; and
- committing injurious acts motivated by, or related to, domestic violence or sexual harassment.

### General Points

- The Company will immediately investigate any reported violence, harassment, or threats committed on company or client premises.
- All employees who commit violent acts or who otherwise violate this policy are subject to corrective action or discipline, up to and including termination of employment.
- The Company will seek the prosecution of all of those who engage in violence on its premises or against its employees while they are engaged in employer business.

### Employee Guidelines and Procedures

While we endeavour to provide our employees with a safe and secure workplace, The Company recognizes that crime and violence sometimes can spill over into the workplace. We are providing you with these guidelines so you can be better prepared to handle violent and threatening situations.

This document summarizes actions you should and should not take to deal with threatening or violent situations. Taking a few moments to familiarize yourself with these guidelines is an important part of being prepared for workplace emergencies.

### General Security Practices

- Never hesitate to call the police if confronted with a potentially violent situation. It is better to have called the police unnecessarily

than not to have the police available when a threatening situation turns violent.

- Never attempt to physically restrain or physically remove a threatening or violent individual by yourself. Doing so puts you in danger and leaves you and The Company vulnerable to possible lawsuits.
- Always report violent, threatening, or harassing behaviour to your supervisor. Alert your supervisor to the presence of strangers in your work area or the presence of any suspicious packages.

### Coping With Threatening or Violent Individuals

Effective handling of threatening or violent individuals requires you to use good judgment and common sense and rely on your own assessment of the particular situation. Nevertheless, you might be able to resolve or cope with many types of threatening or violent situations by following the guidelines below.

- When confronted with an angry or hostile individual:
  - stay calm
  - listen attentively
  - maintain eye contact; and
  - be courteous and patient, but try to keep the situation under control by expressing a willingness to sit and calmly discuss the matter with the individual
- When confronted with a person shouting, swearing, threatening violence, or engaging in bizarre or dangerous behaviour.
  - stay calm
  - be courteous and patient, but maintain your distance from the individual
  - signal a co-worker or supervisor that you need help. Do not call for help yourself if you are being directly confronted by the individual; and
  - have the co-worker or supervisor call the local police
- When confronted by someone with a gun, knife, or other weapon:

- stay calm
- never try to grab the weapon
- quietly signal a co-worker or supervisor that you need help. Do not call for help yourself if you are being directly confronted by the individual
- have the co-worker or supervisor call local police;
- be courteous and patient. Keep talking, but follow the instructions from the person who has the weapon. Stall for time, but do not risk harm to yourself or others; and
- watch for a safe chance to escape to a safe area. Take direction from the police once they arrive on the scene

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### WI Directive Policy

The WI Directive aims to limit the risks that waste incineration poses to the environment and human health.

The Waste Incineration Directive rules apply to most activities that involve **burning waste**, including burning waste for fuel.

### Incinerators

There are a large number of **waste incinerators** in England and Wales, ranging from small laboratory incinerators to large operations that burn household waste. Incinerators burn waste at very high temperatures, which turns the waste to ashes.

The directive also applies to co-incinerators, such as combustion plants and cement works which **burn waste as a fuel**. Some wastes are exempt from the requirements of the directive.

### The Directive

The Waste Incineration Directive is implemented through Environmental Permitting Regulations in England and Wales.



Waste incinerator operators have **improved their environmental performance** greatly in recent years. They used to be the largest producers of harmful substances called dioxins, but these days, they're among the lowest.

New rules like the Waste Incineration Directive aim to keep up these improvements, so we limit the risks that waste incineration poses to the environment and human health.

The company outsource the disposal of waste material and products and ensure that these sub-contractors comply with the above Policy.

## Whistleblowing Policy

### Intention of Policy

This policy applies to all workers at the company, and is designed to allow concerns of a wider nature (called "protected disclosures") to be raised and dealt with properly. The company is committed to giving workers the ability raise such concerns without fear of reprisals and to investigating concerns where they arise. This policy is not designed for individual matters – any concerns which you have which relate to you personally should be raised using the grievance procedure. Use of the grievance procedure will not remove any protection you may be entitled to under the law if your grievance is, in fact, a "protected disclosure", but it is a more appropriate forum for individual concerns to be raised, and will allow them to be dealt with in the best way.

This policy should be used where your concerns relate to a matter of wider company significance. This policy is not restricted to matters within, but is designed to allow workers to raise any issue which they have a concern about, and to allow the company to ensure that matters are dealt with.

Examples of the types of concerns which this policy may be used to deal with are:-

- Theft by any person in the company
- Fraud of any kind being perpetrated (whether within or not)
- Environmental concerns
- Any kind of criminal activity (including drug taking – whether on or off the premises)
- Health and Safety concerns – whether affecting workers or the general public
- Harassment

This list is not exhaustive, and all workers should feel free to use this policy to report any concerns they have, so that the company can look into these.

### Matters covered by the Policy

Where you believe that you have information that one or more of the following has taken place or is going to take place, then you should follow this policy to bring it to the company's attention:-

- A criminal offence has been committed, is being committed or is likely to be committed
- A person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject
- A miscarriage of justice has occurred, is occurring, or is likely to occur
- The health and safety of any individual has been, is being, or is likely to be endangered
- The environment has been, is being or is likely to be damaged or
- Information tending to show any matter falling within the above paragraphs has been or is likely to be deliberately concealed

Information about the above may qualify as a "protected disclosure" if the proper reporting procedures in this policy are followed. Where your concern is a "protected disclosure" you will be entitled to the protection afforded by the law in respect of this. This policy outlines this protection and assists you in making such a disclosure in accordance with the law. It

also ensures that the company is informed at an early stage about any of the above, so that action can be taken to stop such matters taking place.

Where you have reasonable grounds to believe that that one of the above is taking place, you should report the matter, in total confidence to the Managing Director. Reporting can be done anonymously, but please bear in mind that this may restrict our ability to look into matters.

**Conditions for a Disclosure**

You must comply with the following conditions when making your disclosure to the Managing Director

- You must reasonably believe that the allegation you are reporting is true
- You must report it in good faith
- You must not make the disclosure for personal gain
- You must report the matter to the Managing Director, unless you have reasonable grounds to believe that this will result in the concealment of evidence, in which case you should follow the procedure below

**The Procedure**

**Stage One**

The company will investigate matters, beginning by speaking to you to ascertain the reasons for your belief, and any evidence that you may have. It will then take such steps as are necessary to investigate your concerns, including speaking with other members of staff where necessary. The designated person at the company has a free hand to investigate as it feels fit. In order to do this, we may seek the right to disclose your name to those persons. You will not have to allow the company to do this, but, where the investigation cannot be properly completed without your consent to do so, you will be informed of this and the investigation may end at this point. We will, however, do everything possible to investigate any allegations as far as possible, as we take any such allegations very seriously.

Please note that, as set out below, where your disclosure relates to a possible criminal offence or other similar matter, then we may need to report it to the appropriate authorities, in which case we may need to reveal your name and the details you have reported.

**Stage Two**

Where allegations are found to give rise to reasonable concerns on the part of the company, and the investigations do not reveal explanations for the concerns raised, then matters will proceed in the way the company considers most suitable in the circumstances. This may involve the matter being handed over to appropriate authorities, or may involve internal disciplinary proceedings being taken. The company will be free to take such steps as they consider appropriate in the circumstances.

Where the appropriate response is to put the matter into the hands of the appropriate authorities, they will then progress the investigation themselves. The company will have no further control over this, and all evidence, including yours, will be passed to them. Whilst the company will do all it can to protect your confidentiality, where criminal offences or other illegalities are revealed, then the proper reporting of these will be the priority for the company. The company will, of course, lose any control over the investigation at this stage, but will do all in its power to protect you from any reprisals and to keep the information as confidential as is possible.

You will be kept informed of the progress of the investigations at reasonable intervals. However, the confidentiality that we extend to you may also apply to others, and we may not be able to reveal details of the investigation to you or details of its outcome.

Where disciplinary proceedings are issued, you will not be entitled to know the result, as this will be confidential between the company and the Employee concerned. If disciplinary proceedings result in dismissal, you will be informed.

Where, however, the result is an internal sanction of any kind, you will not be entitled to know the outcome. Where the matter is handed over to appropriate authorities, we may also be unable to pass on any further information to you, and the decision of the authorities on the matter will be a final one. The company may request an independent professional to investigate matters.

Where we feel that your concerns are not substantiated, and do not require further action, then we will inform you of this and the reasons for this.

**Appeal**

You may appeal against this decision – whether not to take matters further or where you feel that the action taken does not remedy your concerns - if you have further information you wish the company to consider, or where you believe that we have not given sufficient weight to a matter you have already raised. You should do this by letter within five days of being informed of the decision. The appeal is to the Managing Director, who will meet with you to go over your further concerns.

Once this appeal has been dealt with, there will be no further internal appeal. If you obtain any further information at any time you should bring this to the attention of the company’s attention so matters can be considered and investigated. However, if you are not in possession of new matters or information, the company will not re-investigate or consider matters a third time. Any further allegations brought by you without further information will be responded to by way of letter, confirming that the allegation has been looked into and that no further investigations will be carried out without more evidence.

**Protection from Detriment**

You are entitled to be protected from being subjected to any detriment when making a disclosure under this policy. You will not be subjected to any ill treatment or suffer any detrimental treatment due to making a disclosure. If you believe that you are being subjected to such a

detriment, you should use the grievance procedure to bring this matter to our attention.

However, you must bear in mind that a key ingredient of this policy and of the law in relation to Public Interest Disclosures generally, is that all disclosures must be made in good faith. As set out below, any misuse of this policy, or attempt to make a disclosure other than in good faith, will be a matter which will be regarded seriously and may result in disciplinary action.

**Misuse**

Any attempt to misuse this policy, by the provision of information which the company has reasonable grounds to believe was not provided in good faith, will result in disciplinary proceedings being taken against you.

However, please note that we do not require that you be sure your information is 100% accurate before bringing it to our attention. The disclosure of information which you believe, in good faith to be true will not result in disciplinary action if it turns out that the information was incorrect. We would rather hear about matters at an early stage and report them to us, and do not require 100% proof.

We do require that you have a reasonable ground for your concern. If this procedure is used in any way to attempt to mislead the company into disciplining another employee, or is an attempt to take matters about legitimate company issues into your own hands, or to cause general disruption where there is no genuine belief behind your concerns, this will be considered a very serious matter and will result in disciplinary proceedings, and possibly dismissal.