

Aston Services Group Ltd

EMPLOYEE HANDBOOK



# Team Handbook

## Contents

<b>Welcome to Aston Services Group .....</b>	<b>8</b>
Everyone is Welcome.....	8
<b>From the Start .....</b>	<b>10</b>
References.....	10
Medical Assessment .....	10
Induction.....	10
Probationary Period .....	11
Dress Code .....	11
Uniform .....	11
Protective clothing .....	11
Conduct .....	11
Flexibility .....	12
Health and safety .....	12
Purchasing and Commissioning .....	12
Operating procedures .....	12
Contact of friends and relatives.....	12
Private mail.....	13
Disclosure Barring Service .....	13
Buying and selling of goods and services .....	13
Gratuities .....	13
Cash collections.....	13
Employee notices .....	13
Good housekeeping.....	14
Parking .....	14
Personal Mobile Phones .....	14
Mail .....	14
<b>Pay, Hours of Work, Expenses, Benefits, Hybrid, Home and Flexible Working .....</b>	<b>15</b>
Pay.....	15
General Policy.....	15
Overpayments / underpayments .....	15
Overtime payments.....	15
Time sheets.....	16
Clocking in/out.....	16

Check call procedures.....	16
Bonus schemes .....	16
Pensions .....	16
Hours of Work and Time Keeping.....	17
Expenses .....	17
Hybrid Working Policy.....	17
Working from Home Policy .....	18
Flexible Working Policy .....	20
<b>Company Vehicles and Mobile Phones.....</b>	<b>22</b>
Company Vehicles and Driving on Company Business.....	22
Fuel .....	23
Accidents.....	24
Maintenance .....	24
Alcohol and drugs including prescribed medication .....	24
Satellite-navigation and PDA devices .....	25
Personal liability for damage to vehicles.....	25
Returning the Vehicle .....	25
Using own vehicle for business use.....	26
Vehicle Tracking Policy .....	26
Company Mobile Phones .....	28
Lost, stolen or broken phones .....	28
<b>Controlling Risks .....</b>	<b>29</b>
General.....	29
Goods In/Ordering/Deliveries.....	29
Right of Search .....	29
Visitors .....	29
Personal Property .....	29
Building Security .....	29
Lone Working.....	30
<b>Absence from Work .....</b>	<b>31</b>
Holidays .....	31
Rules regarding annual leave .....	31
Holiday Pay .....	32
Bank and Public Holidays .....	32
Holiday entitlement and sick leave .....	32

Long term sickness absence .....	33
Sickness Absence, Maternity, Adoption or Parental Leave .....	33
Holiday Pay on Termination.....	33
Sickness & Absence Rules.....	33
Your Responsibilities .....	33
Reporting .....	34
Elective Surgery.....	34
Statement of Fitness to Work (Fit Note) .....	35
Statutory Sick Pay (SSP) .....	35
Additional sick pay .....	35
Holidays during Absence .....	36
Return-to-Work and Absence Meetings .....	36
Long-term Absence or Absences.....	36
Persistent Short-Term Absence: .....	36
Bradford Factor triggers: .....	37
Termination of Employment .....	38
Medical/Dental Appointments .....	38
Jury Service.....	38
Time Off Work.....	39
Time Off for Dependent Emergencies .....	39
Carer’s Leave.....	39
Compassionate Leave .....	40
Statutory Parental Bereavement Leave and Pay .....	40
Severe Weather and Disruptions to Travel .....	40
Arriving Late for Work or Leaving Early .....	40
Falsifying Claims .....	41
<b>Family-Friendly Policies.....</b>	<b>41</b>
Maternity & Paternity, Surrogacy and Adoption Leave.....	41
Health and Safety.....	42
IVF .....	42
Antenatal Care .....	42
Pay & Benefits during Maternity Leave .....	43
Statutory Adoption Pay (SAP) .....	43
Maternity Allowance .....	44
Pension .....	44

Keeping in Touch Days .....	44
Returning to Work .....	44
Paternity Leave .....	45
Statutory Paternity Pay (SPP) .....	46
Shared Parental Leave (SPL) .....	46
Are you eligible?.....	47
Partner's eligibility for Shared Parental Leave (SPL).....	48
How to Calculate the Amount of Leave Available .....	48
Notice Requirements for Shared Parental Leave .....	49
Rights during Shared Parental Leave (SPL) .....	49
Communication and SPLIT Days .....	49
Returning to Work following Shared Parental Leave.....	50
Parental Leave .....	50
<b>Equality &amp; Diversity Policy.....</b>	<b>51</b>
Cultural & Religious events .....	51
Transgender Employees/Gender Reassignment .....	52
Names/Pronouns.....	52
Complaints.....	52
<b>Smoking, Drug and Alcohol Policy .....</b>	<b>53</b>
Drug and Alcohol Policy.....	53
Drug and alcohol testing.....	53
Disciplinary action .....	54
Smoking Policy .....	54
<b>Resolving Problems.....</b>	<b>55</b>
Disciplinary and Grievance Policy .....	55
Alternative Disciplinary Sanction .....	57
Appeals.....	57
Misconduct.....	57
Gross misconduct .....	58
Grievance Procedure .....	59
Colleague support .....	59
Bullying and Harassment.....	59
Dealing with Poor Performance (Capability).....	60
Monitoring performance .....	61
Dealing with poor performance.....	61

Appeals.....	62
<b>How we do Business.....</b>	<b>63</b>
Communication .....	63
Safety.....	63
Accidents at work.....	63
Health and hygiene.....	63
Economy .....	63
Introductory commission - ‘Recommend a friend’ .....	64
Commendation awards.....	64
Personal relationships at work.....	64
<b>SIA licensing and screening .....</b>	<b>65</b>
<b>Public Relations.....</b>	<b>66</b>
Conflict of Interest .....	66
Conduct Outside of Work .....	66
Ethical Policy .....	66
Bribery Policy .....	66
Purchasing and Commissioning .....	67
Public Interest Disclosure Policy (Whistle Blowing Policy).....	67
Your protection .....	68
Your confidence.....	68
How to raise your concern .....	68
If you are dissatisfied .....	69
CCTV Policy.....	69
<b>Anti-bribery policy .....</b>	<b>70</b>
<b>IT Security Policy .....</b>	<b>75</b>
Use of the Company’s Computer Systems.....	75
E-mail.....	75
Guidance for appropriate use.....	76
Inappropriate use .....	76
Internet access.....	77
Data backup .....	77
Passwords and security .....	78
Bring your own device .....	78
Off-site work .....	78
Social media .....	78

Confidentiality .....	79
<b>Data Protection Policy .....</b>	<b>80</b>
Data Protection Principles.....	80
How we define personal data .....	80
Special categories of personal data.....	81
How and Why We Process Your Data.....	81
Sharing Your Personal Data.....	81
How You Should Process Personal Data for the Company.....	82
How to Deal with Data Breaches .....	82
Subject Access Request (SAR).....	82
Your Data Subject Rights .....	83
Data Retention .....	83
Criminal Record Information Policy.....	86
<b>Leaving the Company .....</b>	<b>90</b>
Notice Period.....	90
References.....	90
Retirement.....	90
Redundancy.....	90
Lay-off / short time working .....	90
Implement shorter working hours .....	91
Garden leave .....	91
Pay in lieu of notice .....	91
Final Salary P45 .....	91
<b>APENDICES - Self Certification form .....</b>	<b>92</b>

## Welcome to Aston Services Group

This handbook contains our current policies and rules and has been designed to help you understand how Aston Services Group is organised, what standards and procedures you are expected to follow and what you can expect from us in return. The policies and procedures contained within this handbook are non-contractual. We hope this will help our new employees to feel part of the team more quickly and be a gentle reminder to us all of the right way to work here.

### Everyone is Welcome

We are an organisation made up of many different people with different skills and experiences all making their own contribution to the success of the **business**. We want to ensure that everyone in the team feels valued so we can create a happier and more productive environment. We expect all our staff to treat each other our clients and suppliers with respect. Discrimination, abuse or harassment will never be tolerated. Our Equality and Diversity policy sets this out in more detail and must be adhered to by all.

**Aston Services Group** encompasses the four parts of the business, Security, Cleaning, Hygiene and Maintenance.

The main purpose of the company is to provide high quality facility services to our customers, whether it be installation, maintenance or landscaping, access control, cleaning or manned guarding services. We believe that success is achieved by building effective partnerships with our customers and employees and that it stems from our commitment to first-class service, flexibility, innovation and continuous improvement in everything we do.

In order to achieve this aim we rely on the commitment and effectiveness of our employees. It is therefore vital that you enjoy your work and that we work together as a team to achieve our goals. We pride ourselves on the success of our philosophy of attracting and retaining high calibre employees and on training and promoting from within wherever practical. If you have the ability and desire for career development, will do all we can to encourage and facilitate your continuous professional development.

We are committed to developing its position as a regional market leader within the industry. Included in our commitment is our ethos of providing a safe and healthy working environment for all our employees. As a minimum standard, this will be achieved by compliance with the Health and Safety at Work Act 1974 and the various associated regulations and Approved Codes of Practice legislation. To achieve our aims we rely upon the support and co-operation of all our employees. To achieve a consistent standard of excellence across our services we have adopted 'Solution 4C' which enables us to meet and exceed customer expectations and to achieve external recognition as the benchmark for service delivery. Solution 4C stands for:

- Consistency
- Continuity
- Customer Focus
- Continuous Improvement



**Aston Services Group Ltd**

**EMPLOYEE HANDBOOK**



You are required to maintain and uphold these standards of excellence and to ensure that the service we deliver to our customer's remains exceptional and differentiates us from our competitors.

This Employee Handbook has been designed to explain the procedures we adopt, your entitlements and what we expect from you, and what you can expect from us as your employer. The rules in this handbook form part of your contract of employment. Please ensure you understand them and apply them in your everyday work. If you have any questions, please ask your Supervisor/Line Manager to explain and clarify any specific issues with you.

I wish you every success with our company and hope that your time with us will be enjoyable and rewarding.

A handwritten signature in black ink that reads 'Nick Atkinson'. The signature is written in a cursive, flowing style.

**Nick Atkinson**  
Managing Director

## **From the Start**

### **References**

If you have left to join a new Company, the prospective employer will usually request a reference. We will check that you consent to us providing a reference. All references will be true, accurate, fair and non-discriminatory.

We operate a strict policy of only providing factual information relating to employment dates for current or former employees. Requests should go to the employee's line manager who will provide the information and explain this policy.

Where managers are asked to provide a reference in a personal capacity (e.g., as a friend) for past or present employees, they must make this clear and not under any circumstances use our headed paper.

Reference requests from banks, building societies, other lenders or landlords should be provided by the Payroll Manager.

### **Medical Assessment**

If we have concerns regarding your or an applicant's health, we may require you or the applicant to undertake a medical examination by a doctor or occupational health professional appointed by us. This will not be until an offer of employment has been made.

We will advise you, or the applicant, on the medical advice received and will consider what, if any, appropriate action is to be taken. We will not unlawfully discriminate against you or any applicant to our Company.

### **Induction**

To welcome you to our team and ensure you settle in as quickly as possible, we will always take the time to introduce you to your colleagues and explain how the business operates day to day. On your first day of work, whether you are an employee or a casual worker, you will receive information on your terms and conditions of work, which include pay, hours of work and how they vary, benefits, leave, training and other key information.

As part of your induction, you will receive health and safety training and an overview of all our Company policies.

Everyone here is happy to help and answer any questions you may have relating to any aspect of your work, so please ask.

## Probationary Period

Starting a new job can be challenging and your employment is subject to the satisfactory completion of a probationary period. This is the time for you to learn about your job and for us to review your progress. During this period either you or the Company may terminate your employment by giving one week's written notice. The probationary period may be extended if we consider it appropriate to do so.

The full disciplinary and grievance procedures do not apply during the probationary period.

Upon successful completion of the probationary period, you will continue on the terms and conditions received at the commencement of employment.

## Dress Code

We expect you to wear dress appropriate to the job that you are doing. Please remember that you may come into contact with customers and members of the public and it is important to present a professional image with regard to your appearance, standards of dress and personal hygiene.

For safety reasons, employees working in site-based security and cleaning positions and managers visiting sites must not wear facial jewellery and ties must be clip-on.

## Uniform

If you have been issued with a uniform, it is your responsibility to keep it clean and presentable. If the uniform becomes worn or stained, please speak to your manager about obtaining a replacement.

## Protective clothing

If you have been provided with personal protective clothing or shoes, these must be worn at all times while working.

## Conduct

Aston Services Group takes pride in fostering good relationships with our clients and associated businesses. Despite their lack of consideration on occasion, it is essential that we always act in a professional manner and in line with our culture and values. We will never tolerate rudeness, disrespectful or off-hand behaviour to our clients. However, all employees should know that we will never tolerate clients carrying out any form of bullying or harassment to a member of our team.

## Flexibility

Your Job Description provides details of your day-to-day duties. However, as a small team we need to work well together and be flexible about our work. We will, from time to time, issue reasonable instructions which you will be expected to follow. This may be asking you to do different tasks to your normal work, to enable us to meet our clients' expectations or to support the team. We will not ask you to do anything that you are not capable of doing, or to undertake anything that could be considered a health and safety risk.

## Health and safety

The Company's Health & Safety Policy and Operational Guidelines are set out in a separate Health & Safety Policy Manual. It is essential that you comply with health and safety regulations and we will give you full training on what you need to know during your induction and on an ongoing basis. If you wilfully or by neglect fail to observe the Company health and safety rules and regulations, disciplinary action may be taken. In serious cases, such action may include your dismissal without notice for gross misconduct.

## Purchasing and Commissioning

The overriding principle is that all dealings with current and potential suppliers and customers are seen to be properly handled, with the application of high standards of objectivity, integrity and fairness.

We are involved in commissioning work and in tenders for contracts with other organisations. Unless the Managing Director has given specific permission, you must not provide information, support or assistance to any Company or organisation tendering for work with us that would in any way enhance their chances of being successful in our bid.

## Operating procedures

We have a manual of operating procedures which is intended to ensure that all employees are aware of their responsibilities in relation to working methods and the recording of changes to data or software, and it is a contractual requirement that you familiarise yourself with, and comply with, the procedures at all times.

## Contact of friends and relatives

Friends and relations should be discouraged from telephoning or visiting you when you are at work, except in the case of emergencies. Under no circumstances should any non-employee attend customer or supplier premises other than with written authorisation from the Company. Any breach of this clause may result in disciplinary action and could lead to your dismissal without notice for gross misconduct.

## Private mail

No private mail may be posted at the expense of the Company except in the circumstances where a formal re-charge arrangement has been made. Private mail should not be sent c/o the Company as all mail that is received by the Company will be opened, including that which is sent to individuals.

## Disclosure Barring Service

If your employment is subject to a satisfactory completion of either a standard or enhanced Disclosure and Barring Service (DBS) certificate, failure to disclose a criminal conviction or one gained during your employment may result in the termination of your employment.

You also have an obligation to inform your line manager immediately of any change to the status of your DBS certificate: if you are charged or convicted of any offence, or if you receive a police caution, reprimand or warning.

It is our policy that you must sign up to the DBS update service. We will repay the cost of this to you in line with our Expenses policy. As part of your employment, we will carry out periodic ad hoc checks of your DBS.

## Buying and selling of goods and services

You are not permitted to buy and sell goods and/or services on your own behalf on Company premises or during working hours unless authorised by management.

## Gratuities

You must not accept or agree to accept any offer of gifts or services from customers, suppliers, distributors, or any person having similar connections to the Company without prior consent from management.

## Cash collections

Collections of money for gifts for employees are not allowed without permission from a Director.

## Employee notices

It is our policy to keep you informed of any changes that may affect you. This will be done through the use of the notice boards, meetings, e-mail or by letter. We reserve the right to change your terms and conditions. Any changes will be discussed with you prior to the proposed change in a consultation exercise and the appropriate notice will be given.

## Good housekeeping

Work areas must be kept clean and tidy at all times to reduce the risk of fire and accidents.

We provide kitchen facilities for your use during authorised breaks. You are responsible for cleaning and tidying this area after use.

## Parking

You may only park your car in the designated parking areas, in order to avoid congestion. Personal vehicles are parked at your own risk and we do not accept liability for any theft or damage.

## Personal Mobile Phones

Please leave these on silent during working hours and ensure that any communication is limited to your break times.

Company landlines are solely for business use.

## Mail

The use of the Company's business stationery and headed notepaper for private purposes is strictly prohibited. Any personal use of our mail service should be paid for.

## Pay, Hours of Work, Expenses, Benefits, Hybrid, Home and Flexible Working

### Pay

This is one of the most important sections. If you have any questions about your pay, please ask your line manager in the first instance. Your starting salary is outlined in your employment contract, but if it changes, we will write to you to confirm the change. Your contract states when and how you will be paid.

If you have any queries about income tax, the best thing to do is contact the tax office details of which can be obtained from your line manager.

Remember to let us know your bank details when you start. If these change, let us know as soon as possible so your payments go through smoothly.

### General Policy

When we create new roles and carry out salary reviews, we aim for levels which:

- Enable us to recruit and retain quality employees who will perform their roles effectively.
- Motivate employees to achieve the objectives set by their managers so that the goals are met.
- Provide progression for employees assuming greater responsibility and duties that are more demanding.
- Are non-discriminatory.

### Overpayments / underpayments

If you have been inadvertently overpaid or underpaid for any reason you must let your Line Manager or the Payroll Assistant know straight away. The over or underpayment will normally be corrected at the next payment, unless a Director agrees an earlier payment. If it is later discovered that you were overpaid, we reserve the right to deduct the overpayment from your wage/salary. Arrangements can be made for a longer period of repayment in cases of hardship.

### Overtime payments

You may be required to work an amount of overtime from time to time. Conditions of overtime payments (where applicable) will be stated in your individual terms and conditions of employment. Overtime should be authorised prior to working. Failure to follow this procedure may result in non-payment of hours worked.

## Time sheets

If you are required to complete timesheets they must be completed and returned to your Line Manager by the time specified. Submitting false or inaccurate time sheets may lead to disciplinary action, not excluding dismissal for fraudulent submissions.

## Clocking in/out

Employees required to register their working hours using the prevailing Time & Attendance system must do so at both the start and end of their shift else when they arrive and leave if outside the planned shift times. Clocking other employees in and out or the unauthorised alteration of a shift may be classed as gross misconduct and lead to your dismissal without notice.

## Check call procedures

We operate a system of check call procedures via our Communications Centre for employees who are lone workers on customer's sites. Details of the current check call procedures will be made available separately and, if you are required to follow these, you must do so for your safety and well being. Failure to comply will result in disciplinary action.

## Bonus schemes

If you are entitled to receive any bonus, details will be in your individual terms and conditions of employment. Any additional bonuses will be paid at the discretion of the Company. There is no contractual entitlement to any other bonus.

## Pensions

After three months you will be automatically enrolled into the Company pension scheme. Full details will be given during your induction including the right to opt out.

If you have been automatically enrolled into the workplace pension scheme, you will receive a letter telling you:

- The date you were added to the pension scheme.
- The type of pension scheme and who runs it.
- How much we will contribute and how much you will have to pay in.
- How to leave the scheme, should you want to.
- How tax relief applies to you.

If you have any questions about pensions, please speak to your line manager who will help you.



## Hours of Work and Time Keeping

Your hours of work are set out in your employment contract. It is your responsibility to attend work punctually. Being respectful to each other is an important value to us so please be ready to commence work at your start time, not arrive then. If you need to leave before your usual finish time, ask your manager's permission first.

## Expenses

Depending on your job, you may need to claim expenses. Your line manager will discuss this with you when you start.

It is important that you get a VAT receipt every time you submit an expense claim.

It is also important that you are clear that if the cost hasn't been approved by your manager beforehand, then it may not be paid, so always make sure you get permission.

As a rule, if you need to travel on business to a destination other than your normal place of work, you will be repaid for public transport fares/mileage/reasonable taxi costs, accommodation, meal costs and all reasonable out-of-pocket expenses.

All expenses must be submitted monthly. Expenses which are outstanding for longer than this will not be paid unless there are mitigating factors - this will be very rare!

## Hybrid Working Policy

For certain roles employees can split their time between being on site in the workplace and working remotely.

Unfortunately, there are some roles that it is simply impossible to perform away from the workplace, and those employees are not covered by this policy.

The key to success for the business and employees is the need to maintain good team interaction and communication, therefore all staff will be required to attend the workplace on certain days, details of which will be communicated to you in advance. To ensure a balanced attendance, individual working patterns in addition to this will be agreed with line managers. Your contractual working hours are not being changed.

We also recognise that this will not suit all employees, and some may wish to attend work more than the agreed set pattern or for all their working hours which is totally acceptable. Please discuss this with your line manager.

Whilst we believe this is an effective way of working, it is with the understanding that in the future there may be times due to customer demand or business needs such as training or staff meetings, that we will need more flexibility from you. Your line manager will explain the reasons and give you as much notice as possible.

We can also not rule out that in the future, due to external events, that all employees should work from home where possible.

Whilst the company provide the necessary equipment to undertake your role, such as a laptop, phone/mobile phone and other materials, these will not be duplicated for both workspaces.

## Working from Home Policy

Home working may be a result of an individual request, a response to an event outside of our control, such as extreme weather or a pandemic or as part of a reasonable adjustment under the Equality Act.

### Home working requests

Home working can be difficult. If you are considering putting in a request for home working, you should initially think about the impact on colleagues and any tasks that you would not be able to do. You also need to consider whether your skills and attributes include:

- The ability to motivate yourself to work consistently without supervision.
- Good IT skills.
- The ability to manage work and family demands.
- Good time management and organisational skills.

If you have these and the role can be performed from a home environment, then you should put your request in writing to your line manager stating how you believe this can work satisfactorily for both you and the company. You should follow the 'Flexible Working Request' policy in order to make such a request.

Your line manager will meet with you to discuss your application. If agreed in principle, they will arrange a home visit or self-assessment so that a health and safety and a data security risk assessment can be carried out in addition to a DSE assessment. You will need to demonstrate that all data used at home is secure and in line with the data protection policy, both in the way that you use it, but also others that share your home.

We will also need to be assured that you have adequate broadband provision and lockable storage to protect hard copy data.

Following the visit, we will meet with you to discuss the findings. Should your request be accepted, we will confirm in writing and the rest of this policy will apply.

### Attendance at Meetings

Similarly with the Hybrid Working Policy there may be times due to customer demand or business needs such as training or staff meetings, that we will need flexibility from you in attending the office. You will be given as much notice as possible in such instances.

### **Change in Circumstances**

Any changes in circumstances should be communicated to Aston Services Group to determine whether they affect the working arrangement, such circumstances could include change of address for example.

### **Mortgage and rental agreements**

It is your responsibility to check that there is no restriction on you working from home, and if necessary, obtaining written consent.

### **Equipment and expenses**

The Company will provide some of the necessary equipment such as a laptop, printer and phone/ mobile phone and other materials necessary for the completion of your work. These will not be in addition to your office workspace equipment. These items are on loan and must be returned to the Company on demand. They must not be used by other family members or friends under any circumstances.

Where the Company has agreed to you using your own equipment, you remain responsible for the maintenance of it. This will include having appropriate anti-virus measures installed and that you comply with our IT policy.

It is the responsibility of the homeworker to ensure the items are looked after and any maintenance issues reported to the Company immediately.

The Company may not reimburse you as a home worker for all necessary business expenses.

### **Trial period**

We usually like to set a three month trial period to assess the impact of the arrangement. During this period the arrangement may be terminated at any time by either party.

### **Hours of work**

Your hours of work will have been set out in the letter confirming the acceptance of your request.

Please remember to take adequate breaks away from your work station in line with the Working Time Regulations.

### **Sickness absence**

If you are unwell, you should inform your line manager that you are unable to work in line with the current sickness reporting rules.

### **Childcare and working from home**

When you are working from home you are expected to devote your time and attention to your work. Therefore, the care of children should not be combined with your work. If your child is unwell and at home, you should discuss with your line manager the arrangements for that day of work.

Requests to work from home purely to be able to combine childcare will not be approved.

### **Performance of your role**

We do ask that you contact your line manager at the start of the day and remain available during your working hours.

It is easy to feel isolated from the team. So, attendance at team meetings on a regular basis will be required for both virtual meetings and attending meetings held at the Company or other premises.

Your line manager may visit you at home from time to time. This may be to deliver work, for performance monitoring or simply to discuss work-related issues.

You may be required to attend work for meetings, training, appraisals or other reasons to ensure the most efficient delivery of work and information.

### **Working from home because of a crisis**

Where the Company has had to close their premises due to fire or flood or similar, they may ask staff to work from home. Similarly, when weather conditions mean it is unsafe or impossible for staff to get in to work, the Company may approve that they work from home on a temporary basis. Where schools are closed, issues around childcare need to be agreed with the Company.

## **Flexible Working Policy**

We recognise that having flexibility within your working life is important to many employees. This policy sets out how we manage flexible working requests under the statutory procedure.

All employees have the right to make two requests in a 12-month period. If you have already requested one you must wait until that has been dealt with, including any appeal, before submitting another.

We will consider all requests fairly and try to find alternatives if your request is not possible for business reasons. The type of request may be to:

- change hours i.e. working less than normal hours and or fewer days
- compressed hours
- change to the place of work i.e., to work from home
- a different pattern of work i.e. start and finish times or days
- job share

To make an application you must submit a written request setting out the change to the working conditions you want, when this change would be effective from, a statement that this is a statutory request, and if and when you have made a previous application for flexible working.

An accepted application will mean a permanent change to your contract of employment.

Your Line Manager will hold a meeting with you as soon as possible and complete the process, including any appeal, within two months of your request unless you both agree to extend this period. You are entitled to be accompanied at the meeting by a work colleague.

At this meeting a practical business assessment of how the proposed arrangement can work will be undertaken. The changes you have proposed, the effect of the proposed changes and any possible alternative work patterns that might suit both parties will be discussed.

The Company will properly consider the request and will make a practical business assessment on whether, and if so how, the flexible working request could be accommodated.

If your request is rejected it will be because the Company believes there would be:

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

Following the meeting and consideration, your manager will write to you to either:

- Accept the request, setting out any action on which agreement is dependent and establishing a start date. You will receive a contract amendment detailing the change.  
Or
- Agree to the request on a temporary basis.  
Or
- Reject the request, explaining the business reasons surrounding this and setting out the appeals procedures.

Each request for flexible working will be dealt with individually, considering the likely effects the changes will have on the Company, the work of the department in which the employee making the request is employed and the employee's colleagues. This means that if the Company agrees to one employee's request, this does not set a precedent or create a right for another employee to be granted the same or a similar change to their work pattern.

## Company Vehicles and Mobile Phones

### Company Vehicles and Driving on Company Business

Company vehicles are provided so that we have suitable transport for getting to and from our customers' sites. During working hours, the Company vehicle must be available for the nominated driver and for the benefit of any other Company personnel who may need to use it. The vehicle should only be left at home with the express permission of your manager.

The Company vehicles are only insured for business use and must never be used for social, domestic or pleasure, or for carrying passengers unrelated to the business.

The vehicle represents a big financial expense, and we want to protect that investment as best we can. Please read the following section and ensure you adhere to the rules and follow health and safety rules relating to driving on Company business.

If you have been provided with a Company vehicle, the terms of usage will be provided to you. All driving at work in Company vehicles must have a risk assessment completed by a competent Health and Safety person.

A dash cam may be installed inside the vehicle and will record the road as you drive to ensure you drive in accordance with road traffic laws. Footage from the dash cam will be frequently monitored to assess how you are driving and failure to comply with traffic laws will result in disciplinary action being taken.

You are representing the company when driving the vehicle and are expected to drive in a manner which does not reflect negatively on the company. Any shouting, abuse or harassment whilst driving will result in disciplinary action being taken.

At the start of your employment and annually thereafter, if you are eligible to drive Company vehicles, or are required to drive your own vehicle, you must provide us with the DVLA check code so that we have proof of your licence details. Any changes to your licence must be reported to your manager immediately. If you lose your licence and driving is considered essential for your job, you may be called to a formal hearing, which may result in your dismissal. If you are using your own vehicle, you are also required to provide evidence of business mileage insurance and your MOT certificate (if applicable).

The Company provides you with a Company vehicle on the condition that you:

- Hold a full driving licence covering the category of vehicle you are provided with for business use.
- Provide the Company with the DVLA access code, so we can validate your driving licence details at the start of your employment, or when you became eligible to drive a Company vehicle, and annually thereafter.
- Take good care of the vehicle and ensure that the vehicle is kept in a clean and tidy manner.

- Always check the vehicle for oil, water, tyre tread and pressure, scratches, etc. and report any problems immediately.
- Always take care to park the vehicle in a safe place.
- Ensure the vehicle is locked and items that can be removed overnight are stored in a safe place.
- Never smoke, or allow anyone else to smoke, in the vehicle.
- Ensure that the provisions of the Company's vehicle and Health and Safety policy, and any policy of insurance relating to the vehicle, are observed.
- Operate the vehicle at all times in accordance with road traffic laws, including, but not limited to, laws prohibiting speeding and the use of mobile phones while driving.
- Are responsible for payment of all fines incurred for traffic offences and parking fines.
- Notify the Company of any accidents involving the vehicle (whether or not these take place whilst you are on business).
- Do not take the vehicle outside the United Kingdom without the express permission of your manager.
- Immediately inform the Company if you are convicted of a driving offence or disqualified from driving.
- Do not drive when overtired or feeling unwell, where the level of concentration may be affected adversely.
- Do not drive when over the legally permitted level of alcohol or under the influence of any drugs prescribed, legal or illegal.
- Do not use the vehicle for the carriage of goods or passengers for hire or reward.
- 

## Fuel

If you are found using fuel for unauthorised personal use at the expense of the Company, you may face disciplinary action that could result in your dismissal without notice for gross misconduct.

If you are issued with a fuel card it must only be used for authorised purchases and any misuse of the card may result in disciplinary action that could lead to your dismissal without notice for gross misconduct.

Any authorised private mileage will be charged to the vehicle user at the current HMRC rate which will be notified to you in writing by the Company. All private mileage must be recorded on the Company mileage form, together with a record of any business mileage. Vehicle users who have signed a declaration that the vehicle will only be used for business mileage and who subsequently are found to have used the vehicle for personal mileage will be liable to a charge for private use taxation from HMRC via the tax code. They will also face disciplinary action.

The Company charge for any private mileage will be made on a monthly basis and deducted from your salary. You agree that the Company may deduct such sum from your salary or any money owing to you.

If you are allocated the use of a Company vehicle without a fuel card you will be responsible for purchasing the fuel and reclaiming business mileage on the Company mileage form.

Business mileage will be reimbursed at the relevant rate, currently £0.10 per mile (or as otherwise notified by the Company). All mileage incurred should be recorded and identified as either business or personal mileage, as appropriate. The HMRC guidelines are utilised to identify which mileage is deemed to be personal. A copy of the guidelines is available from the Accounts department on request.

## Accidents

Any driver involved in an accident in a Company vehicle must stop at once and give the following to any person having reasonable grounds for requesting it:

- The employee's name and address.
- The Company name and address.
- The vehicle registration number.
- The name and address of the insurance company. (Details are available from your line manager.)
- If any person is injured in the accident, the police must be informed.

### You must:

- Make no admission of liability to any person, however in the wrong you may be.
- Obtain the name and address of any other driver or drivers involved and details of their vehicle(s).
- Obtain names and addresses of any witnesses.
- Report the accident as soon as possible to your manager.
- Complete a full accident report within 48 hours and give it to your manager.

## Maintenance

Company vehicles should be kept clean and well maintained and must be roadworthy at all times. It is your responsibility to ensure that the car is roadworthy (i.e., check tyre pressure, oil level and water level regularly), and to alert your manager of any issues that the vehicle has.

You must report defects and adhere to any warning light notifications to ensure that the vehicle remains safe to drive.

The Company will service the vehicle and ensure that the logbook is kept up to date.

## Alcohol and drugs including prescribed medication

You must never drive if you have been drinking alcohol in excess of the legal limit or have taken drugs (illegal, legal or prescribed) which affect concentration, induce drowsiness, or otherwise affect a person's ability to drive safely.



## Satellite-navigation and PDA devices

If you are issued with a satellite-navigation system or PDA device for use in Company vehicles or in your own vehicle at work, you must remove it from the vehicle when it is parked and unattended. You agree that if you do not do so and the item is lost or stolen, the Company may deduct the replacement cost of the device from your salary or any money owing to you.

You are reminded not to set or reset any satellite-navigation systems or PDA devices whilst driving. Any changes to such devices should only be made when the vehicle is stationary with the engine turned off.

## Personal liability for damage to vehicles

You are only allowed to use Company vehicles for those uses specified by the Company. Vehicles must not be removed from the premises without prior approval from your Line Manager who must also be notified of any damage to a vehicle.

By using a Company vehicle, you agree that if a Company vehicle is damaged through your negligence, fault or lack of care, then you may be required to pay the excess part of any insurance claim. You agree that the Company may deduct such sum from your salary or any money owing to you. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

## Returning the Vehicle

You will need to return the vehicle in the following circumstances:

- On your last working day.
- If you are paid in lieu of notice, you will need to return the vehicle on your last working day rather than keep the vehicle for any notice period.
- If you take family leave (maternity, paternity, parental, adoption, etc.) in circumstances where the vehicle is used only for business use. If you are allowed to use the vehicle for personal use, you can keep it for your period of leave.
- If you are long-term sickness absent from work where the vehicle is for business use only.
- If you are absent from work for any other long period of time where the vehicle is for business use only.
- If you develop a health condition which means that you are not able to drive the vehicle.

The vehicle will probably be returned directly to our leasing company, so it is important that you ensure it has been cleaned thoroughly inside and out, just as it was when it was given to you. If it is not returned to the leasing company, it will be passed on to someone else within the business to drive until the lease expires, so please ensure it is cleaned thoroughly.

If there are any dents or damage, please let your manager know so that we can decide whether we need to arrange for repair prior to returning the vehicle, as returning a damaged vehicle could result in additional cost to the business.

## Using own vehicle for business use

If you are using your own personal vehicle for business use you may be entitled to reclaim business mileage. You should complete the appropriate expenses claim, which should be authorised by your Line Manager and then submitted in accordance with payroll requirements. Mileage rates may vary from time to time and details are available from your Line Manager.

The Company will expect you to have a vehicle suitable for the job that you are doing. If you are using your own personal vehicle for business use, you must ensure you have insurance providing cover for business use and vehicle breakdown recovery.

Evidence of insurance must be produced prior to initially using your vehicle for business purposes, as must (where applicable) a valid M.O.T. Certificate and full driving licence for the vehicle type. The Company may from time-to-time require you to produce these documents on request, for routine verification.

At all times the vehicle is used for business purposes it must be maintained in accordance with the manufacturer's recommendations and Road Traffic regulatory requirements.

You are expected to drive in a safe and courteous manner in accordance with the Road Traffic Acts/Regulations at all times on business journeys. If you are considered to be driving aggressively or recklessly on business journeys you may be subject to disciplinary action, and in the event of reckless driving, this may result in your dismissal without notice for gross misconduct.

You are required to confirm this on submitting any claims for re-imburement by declaring in writing that; "During the period the vehicle (Registration No.....) was used in pursuance of the Company's business. I confirm that it has been maintained in accordance with the manufacturer's recommendations and is fully compliant with the requirements of the Road Vehicle (Construction and Use) Regulations".

## Vehicle Tracking Policy

At Aston Services Group, we are committed to ensuring the safety, security, and efficient operation of our vehicles. To achieve these goals and to maintain a high level of accountability, we have implemented a Vehicle Tracking Policy to monitor the usage and whereabouts of company vehicles. This policy outlines the guidelines for the collection, storage, and usage of vehicle tracking data.

**Scope:**

This policy applies to all employees, contractors, and authorised users who operate or have access to company-owned vehicles or vehicles used for company business.

**Vehicle Tracking Data Collection:**

The primary purpose of vehicle tracking data collection is to enhance the safety, security, and efficiency of company vehicles, as well as to facilitate effective fleet management.

**Data Recorded:** The following data may be recorded during vehicle tracking:

- GPS location data
- Date and time of travel
- Vehicle speed
- Distance travelled
- Route taken

**Data Storage:** Vehicle tracking data will be recorded and stored securely for a period of 3 months from the date of collection. After this period, the data will be automatically deleted, unless it is required for a specific investigation or legal compliance.

**Usage of Vehicle Tracking Data:**

**Operational Purposes:** Vehicle tracking data may be used for operational purposes, including but not limited to:

Ensuring vehicle safety and maintenance

Monitoring driver behaviour and adherence to company policies

Improving routing and scheduling

**Disciplinary Purposes:** Vehicle tracking data may also be used for disciplinary purposes when there is evidence of misuse, violations of company policies, or unauthorized use of company vehicles.

**Employee Consent:**

By operating company vehicles or using vehicles for company business, employees and authorised users implicitly consent to the collection and use of vehicle tracking data as outlined in this policy.

**Data Privacy and Confidentiality:**

**Data Security:** Aston Services Group is committed to maintaining the security and confidentiality of vehicle tracking data. Access to this data will be restricted to authorised personnel only.

**Third-Party Disclosure:** Vehicle tracking data will not be disclosed to third parties unless required by law.

#### Compliance:

Employees are expected to comply with this policy at all times. Violations of this policy may result in disciplinary action, up to and including termination of employment.

#### Review and Updates:

This Vehicle Tracking Policy will be reviewed periodically and updated as necessary to reflect changes in technology, legislation, or company needs. Employees will be informed of any policy changes.

## Company Mobile Phones

This policy applies to all employees entitled to use a business mobile phone. It is your responsibility to use your mobile phone legally. The Company will not be liable for any misuse of a mobile phone where it contravenes the law.

Your mobile phone has been issued for work purposes. Therefore, private use of the mobile phone should be kept to a minimum. The Company has the right to monitor phone use and if it is found that you are using their phone irresponsibly, or using it excessively for personal use, the Company may take the phone back, proceed with disciplinary action and deduct the costs of calls from your wages.

All premium rate numbers are also prohibited.

Company mobiles which are provided to you that can take and send photographs or videos may not be used in this way whilst on duty unless authorised by your line manager and with the prior consent of the subject(s) to be photographed or videoed.

You must treat your Company mobile phone like any other piece of IT equipment (laptop, PC, etc.) so please familiarise yourself with our IT and Data Protection policy and do not download any apps that have not been previously authorised by your line manager. Keep the phone safe at all times and ensure that there is a high level of security to stop unauthorised access.

You must not access social media on your Company mobile phone unless it is an approved Company account, and you are posting on behalf of the company.

## Lost, stolen or broken phones

Please take care of your mobile phone. If a phone is lost, it should be reported to your manager as soon as it is noticed missing.

Depending on the circumstances in which the phone was lost, we will be responsible for replacing the phone unless carelessness on your part can be shown as the cause of the loss. In circumstances where it has been shown that your carelessness contributed to the loss of the phone, you will be required to reimburse the Company for the full replacement cost of the handset.

## **Controlling Risks**

### **General**

It is everyone's responsibility to prevent the theft or damage of goods, Company property or resources from the business and protect their own and others health and safety.

The security rules are designed to minimise the risks of loss and your fullest co-operation in implementing, maintaining and improving our procedures is required. These rules and procedures are also designed to protect you. Failure to follow the rules may, on its own, lead to the inference that you have acted dishonestly.

We may use a variety of security and surveillance techniques for the protection and management of the business and its employees, including monitoring communication, CCTV cameras and search. These are also outlined in our Privacy Notice of which you should have a copy.

If you notice anything suspicious, report it to your manager or another available member of management as soon as possible. Any suggestions for improvements in the security procedures are always most welcome - these should be taken up with your manager in the first instance.

### **Goods In/Ordering/Deliveries**

You may only sign for goods received, accept deliveries or order goods or services if you are specifically authorised to do so and follow the procedures issued to you.

### **Right of Search**

In the interest of security, we reserve the right to stop and search you at any time. This will include the use of scanner devices for 100% remote body searches (without physical intervention). It will not involve intimate physical body searches, but it will include searches of your personal possessions such as your bags, locker, or car etc. The police may be called at any stage of the search, or if there is any suspicion of theft.

### **Visitors**

If you are expecting a visitor, please let them know where to report to. It is your responsibility to ensure that your visitor is looked after during the time they are in our premises, and they should be made aware of our fire procedure and escape routes.

### **Personal Property**

Please do not bring valuables or large sums of money to work with you as we cannot accept responsibility for your money, clothing or other property on our premises.

### **Building Security**

Generally, employees should report any security-related incidents, be aware of anyone trying to gain access to areas they shouldn't, and ensure that windows, doors, cabinets and cupboards are locked when unoccupied.

## Lone Working

Both individual staff members who work alone and their managers have a duty to assess and reduce the risks lone working presents.

Purpose and scope

This policy is designed to:

- ensure staff are aware of the risks presented by lone working, and
- identify responsibilities of staff and managers

It applies to all staff who work alone, at any time, and their managers.

### Who is a lone worker?

A lone worker is a member of staff who, in the course of their duties, works by themselves without close or direct supervision, whether alone on business premises, in their home or among the organisation’s customers, clients and business partners.

The key characteristic is that they are physically isolated from colleagues, and without access to immediate assistance.

Examples include:

- people who work from home
- mobile workers outside of their fixed base
- people visiting domestic and commercial premises
- people who work separately from others (e.g. reception workers or people who work outside normal business hours)

### Responsibilities

<u>Organisation and manager responsibilities</u>	<u>Lone worker responsibilities</u>
Undertake risk assessments	Take all reasonable care of yourselves and other people affected by your work activities
Control access to the place of work	Ensure you are familiar with entry and exit points and alarms
Ensure emergency exits remain clear	Follow all safety systems and procedures strictly
Ensure alarm systems are checked regularly	Inform your Line Manager when you will be working alone, giving accurate details of location if this is different from your normal location
Provide telephone and first aid equipment	Ensure mobile phones (and other equipment) are charged and in working order
Maintain any system for signing in and out	Sign in and out as required.

## Risk assessment

Before working alone, an assessment of the risks involved should be made.

All available information should be taken into account and checked or updated as necessary.

Issues considered will include:

- the environment—location, security, access
- the context—nature of the task, any special circumstances regarding the individuals concerned, any indicators of potential or actual risk
- history—any previous incidents in similar situations, and
- any other special circumstances

You may be asked to contribute to the risk assessment process.

## Absence from Work

### Holidays

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

All our employees are entitled to 5.6 weeks' paid holiday per holiday year which includes statutory bank and public holidays, part time workers are entitled to a pro rata equivalent. Holiday must be taken during the holiday year in which it is accrued otherwise it will be lost.

### Rules regarding annual leave

- Holiday Request Forms have to be completed by you and then signed by your Line Manager.
- All holidays should be authorised before bookings are made.
- We will do our utmost to ensure that your request is accommodated, but please be aware that the operational running of the Company must be maintained at all times.
- Site-based security employees and Communications Centre employees will not be able to take annual leave over the Christmas and New Year period. The site Security/Cleaning Managers will ensure that, as far as practical, all employees have fair and equitable treatment in dealing with holiday requests at all times.
- Relief staff will not normally be permitted to take holidays between mid-July and 1<sup>st</sup> September and between 22<sup>nd</sup> December and 3<sup>rd</sup> January because of the nature of their work. Authorisation for relief staff to take holidays during this time will only be authorised by a Director and in exceptional circumstances.
- Holidays will be agreed to on a first-come, first-served basis.
- You need to give a minimum of 28 days' notice for any holiday requested unless agreed otherwise by a Director.

- You may request up to two consecutive weeks' holiday at any one time, although longer periods will be considered in exceptional circumstances and agreed to at the discretion of the Company.
- You may be required to reserve a number of days holiday for shut down periods. We will issue details annually if this is the case.
- It is a legal requirement under the Working Time Regulations that the statutory minimum holiday entitlement is taken each year. Holiday in excess of the statutory minimum that is not taken will be lost and not paid in lieu other than in exceptional circumstances with the prior authorisation of a Director.
- Should your employment come to an end before any accrued holiday is taken, you will be paid the balance of holiday pay due.
- You will accrue holiday entitlement during ordinary maternity leave, additional maternity leave; paternity leave and adoption leave periods at your normal rate.
- When you are working under notice, we reserve the right to require you to take any remaining holiday entitlement during this period.

## Holiday Pay

You will receive your normal pay during any holiday taken as part of your holiday entitlement.

You are not entitled to pay in lieu of holiday not taken, except on termination. For those working irregular hours or on part-year contracts we will calculate your holiday entitlement and pay at each pay period. We will pay 12.07% of your pay as holiday pay. This will appear as a separate line on your pay slip.

## Bank and Public Holidays

Due to the nature of our business, you may be required to work on Bank and public holidays. If you are required to work on a Bank/Public Holiday you may receive time off in lieu by way of compensation or possibly an enhanced pay rate for working.

## Holiday entitlement and sick leave

If you fall sick or are injured before the start or during a period of planned holiday, you may choose to take this time as sick leave and postpone your holiday. To do this, you must contact your line manager by telephone or email as soon as possible and provide qualified medical evidence confirming that you are unfit, or are likely to be unfit, to take the holiday for the whole period. You must confirm in writing the amount of holiday that was affected by your illness and the amount of leave you wish to take later.

Subject to the correct notification and certification, the Company will pay Statutory Sick Pay (SSP). You must follow the absence reporting procedure and provide the Company with a relevant medical certificate covering the whole period of incapacity.



## Long term sickness absence

If you have been unable to take your holiday in the holiday year due to long term sickness absence you may carry over the amount up to the four weeks' statutory entitlement or you may request to take holiday and be paid for that period provided you inform your manager in writing.

## Sickness Absence, Maternity, Adoption or Parental Leave

You will continue to accrue your holiday entitlement during any period of leave.

## Holiday Pay on Termination

Where you start or terminate your employment part way through a holiday year the entitlement will be calculated on a pro rata basis. Holiday accrued but untaken will be paid in lieu in your final salary.

If you have taken more holiday than you have accrued a deduction from your final salary will be made.

You may be required to take outstanding holiday during your notice period.

## Sickness & Absence Rules

As a Company we need to measure and record sickness absence, and to know when and why we need to do something about it. This is why we record and keep all records relating to absence, in line with our Data Protection policy and Privacy Notice. As an employee, you need to know that you work for someone who cares about your health and welfare and as such we need you to follow this policy.

## Your Responsibilities

You must take responsibility for your own attendance at work and, if you are ill, your recovery and return to work. We expect you to:

- Comply in a timely manner with our notification and certification procedures, whether set out in this policy or as notified from time to time and maintain communication with us while you are absent from work.
- Co-operate with a reasonable request for, and undergo, a medical and/or occupational health examination to produce a report from your GP and/or another doctor nominated by us and/or an occupational health adviser.
- Provide sufficient information to us, as and when required, to keep us informed of your condition and prognosis.
- Co-operate with us to implement any advice from medical and/or occupational health practitioners in order to facilitate a timely return to work.
- Adhere to the policy and do nothing to aggravate or delay recovery, such as working for another employer or taking part in inappropriate social or sporting activities.

## Reporting

If you are unable to get to work when expected to be present, for whatever reason, you should:

- Let us know before 8.30 am (Indirect employees) or at least 4 hours before your shift starting time (Direct employees), on every day of absence, unless you are covered for a longer period by a doctor's medical certificate.
- Indirect employees should speak to their Line Supervisor/Manager or someone in the office in person, and direct employees should contact the Communications Centre. If unavailable, record the time and name of the person to whom you reported your absence.
- Do not send a text message as this is not an acceptable form of absence notification.
- You must leave contact details so that we can get in touch with you.
- It is your responsibility to keep us informed of your continuing absence. You must contact the relevant person on the day that each sick note expires (whether or not you expect to return to work) and inform them of your intentions.
- On your return to work you may be required to complete a Return to Work Questionnaire detailing the reason for your absence. Completed questionnaires should be handed to your Line Manager.
- You may be required to attend a Return to Work interview to review your absence. Additionally, under some circumstances such as a long-term illness, a risk assessment may also be carried out.

If you fail to contact the Company without good reason your absence will be classed as unauthorised absence. Unauthorised absence will lead to disciplinary action and, if circumstances warrant it, result in your dismissal without notice for gross misconduct.

If the absence is due to sickness and continues for seven days or less (Saturday and Sunday included), you must complete a Self-Certification form and give it to your manager.

If absence continues for more than seven days (Saturday and Sunday included), a 'Statement of Fitness for Work' (also known as a 'Fit Note') signed by your doctor or other treating doctor must be sent immediately to your manager, and thereafter for as long as the absence continues.

During all periods of absence your manager will maintain contact with you.

It is very important that you follow this procedure. If you do not, disciplinary action may be taken.

## Elective Surgery

If you require emergency surgery as a result of a health condition, your period of time for recovery will be granted and the Company Sick Pay policy applies. Elective surgery is a non-essential surgical procedure that the employee has chosen to undergo for personal reasons, such as cosmetic surgery.

Whether or not a procedure is deemed elective or essential will need to be discussed with your line manager to determine the reason for the leave and whether or not the absence policy applies, in reference to pay and time off. When this has been determined, the employee and line manager should agree an appropriate explanation for the reason for absence to their own team. Each case will be dealt with based on the individual circumstances.

If you are uncomfortable discussing a potential procedure with your line manager, please contact a director or, alternatively, another member of the management team.

### Statement of Fitness to Work (Fit Note)

Where a Fit Note indicates that you may be partially fit for work, the doctor may have suggested ways of helping you get back to work; your line manager will discuss this with you. If you return to reduced hours, your pay would reflect this. If we aren't able to make any adaptations or adjustments to help you return to work, your line manager will explain the reasons to you and will set a date for review. You may then use the doctor's certificate as if the doctor had advised 'not fit for work'.

### Statutory Sick Pay (SSP)

You will be entitled to receive Statutory Sick Pay (SSP), subject to regulations, for a maximum of 28 weeks in any period of entitlement. Payment of Company Sick Pay, if any, includes any SSP.

You will only receive SSP when you are absent for four or more days' sickness, and only on days on which you would normally be working. SSP is not payable for the first three days of absence (called waiting days). The rate of SSP will vary depending on your normal weekly earnings and the statutory rate. You must also comply with our sickness absence reporting procedures and provide either a Self-Certificate - for absence of seven days or less, or a Fit Note - for over seven days.

### Additional sick pay

If you are entitled to additional sick pay, details will be contained in your statement of terms and conditions of employment.

Any other payment made to you in the event of your absence due to sickness of injury in excess of any entitlement you may have to SSP is entirely at the discretion of the Company.

## Holidays during Absence

If you wish to take holiday whilst absent, you should book leave and have it authorised in the usual way. Sick Pay will not be paid in respect of any period that is taken as holiday.

The normal restrictions on carrying over holiday entitlement will apply. As such, any holiday accrued but not taken by the end of the holiday year will be lost. The exception to this is if you have not had the opportunity to take your minimum statutory holiday entitlement due to being absent for the whole or part of the holiday year. If this is the case, please speak to us.

## Return-to-Work and Absence Meetings

When you return to work following any period of absence, your line manager will usually conduct a return-to-work interview. We want to establish: the reason for and because of your absence; that you are in fact fit to return to work; any medication that you may be taking; and whether we can do anything to assist you.

Our disciplinary procedures will be used if an explanation for absence is not forthcoming or is not thought to be satisfactory.

Where your line manager is concerned about the level or pattern of absence, they may conduct an informal meeting with you, and/or monitor your attendance and/or deal with the situation under our disciplinary procedure.

## Long-term Absence or Absences

In cases of long-term absence, we will normally keep in regular contact with you via your line manager, in order to keep up to date with your state of health and when you might be expected to return. The frequency of such contact will vary according to the particular circumstances and may, for example, be weekly, fortnightly or monthly.

We may seek to understand your medical condition by obtaining a medical report. We will then meet with you to discuss the content and any recommendations made, and your own view on the situation.

## Persistent Short-Term Absence:

Whilst the Company would not advocate any Employee attending work when not fit to do so, repeated or persistent short-term absences will warrant further investigation. The Company will monitor staff absence patterns and if one of the following absence patterns is triggered the employee will be invited to attend a formal meeting. Employees have the right to be accompanied on such meetings.

**The triggers and warnings are in line with the Bradford Factor.**

## Bradford Factor triggers:

- 51 points - verbal warning.
- 201 points - written warning
- 401 points - final warning
- 601 points - dismissal

To calculate the points you should follow:

B= SxSxD

Bradford factor score is number of sick spells x number of sick spells x total days off (in a rolling 12 month period)

All absences related to pregnancy or a disability may have the trigger points amended.

It is expected that an Employee should keep the Company informed of the status of their absence, especially if a substantial and material change has occurred. Specifically the Employee should be available for contact and foreign travel is specifically excluded during periods of sickness absence unless explicitly directed to by the Employee's General Practitioner.

An Employee should keep in touch with their Line Manager on a weekly basis with a telephone status report.

### Dismissal

The Employee will have the right of Appeal against the decision. The Employee should write to HR within 5 working days to exercise their right to appeal. The Appeal will be heard by a more Senior Manager.

Upon termination the Employee will be entitled to:

- **Contractual Notice**

An Employee is entitled to payment of full pay for the duration of their contractual/statutory notice period.

- **Holiday Pay**

An Employee whose employment is terminated on the grounds of ill-health will be entitled to payment in lieu for their untaken holiday entitlement under the Working Time Regulations.

### Other Information:

- i) If an Employee is sick on a public holiday, they will not be entitled to take time off in lieu at a later date.

- ii)* An Employee may be suspended on medical grounds where the Management Team, Health & Safety or the Employee's Line Manager/supervisor has concerns about an Employee's fitness for work e.g. where it is believed that an Employee may be placing themselves, colleagues, clients or others in danger. Supervisors must report staff absence to HR. This will ensure that the employee's absence is noted and managed in accordance with company policy and the employee is paid correctly.
- iii)* Employees who are taken ill at work should immediately advise their Line Manager/supervisor or the Management Team. An Employee who is not fit to work should not attempt to continue working without advice as to the most appropriate course of action from their Line Manager. In such cases the Line Manager should contact HR at their first opportunity by telephone.

## Termination of Employment

Whilst the Company will endeavour to support employees throughout periods of prolonged sickness, a heavy burden is thrown onto colleagues and the Company is unable to plan work effectively. It may therefore be necessary to terminate employment so that a replacement may be recruited.

## Medical/Dental Appointments

Appointments should be made where possible outside working hours, or at the start or end of the day where this is not possible. You must inform your line manager in advance of any appointments and may be asked to make the time up.

## Jury Service

If you must attend court for Jury Service or as a witness, please let us know as soon as possible and provide a copy of the court summons to support your request for time off work. Payment of salary during this period is at the absolute discretion of the Company. You will be able to claim an amount for loss of earnings and we need you to provide us with this amount so that it can be deducted from any discretionary pay.

If you attend court and are told your services are not required that day, you must telephone us immediately and then return to work.

## Time Off Work

There are a number of occasions where employees are entitled to take periods of time off to deal with a variety of family and dependant issues. We normally consider family and dependants to cover your spouse or civil partner, child, parent or grandparent or a person who lives in the same household or normally relies on the employee for their care.

### Time Off for Dependent Emergencies

We recognise the right of all employees to reasonable amounts of unpaid leave to deal with incidents or emergencies that occur: You may use this leave:

- When a dependant or family member is ill, injured, gives birth or is assaulted.
- When care arrangements unexpectedly break down.
- When a dependant or close family member dies.
- To deal with an unexpected incident involving a child at school.

You should contact your line manager personally prior to the start of their working day or immediately you are aware of the problem if it is during working hours and give the reason for, and expected duration of, the absence.

### Carer's Leave

All employees have a statutory right to take unpaid carer's leave to provide or arrange planned care for a dependant or family member as detailed.

This may be because the person has:

- A physical or mental illness that will require care for at least three months
- Have a disability as defined in the Equality Act 2010
- Require care because of old age

This entitlement does not cover usual childcare needs.

You are entitled to take one week, unpaid, in a rolling 12 month period. A week is your normal working week and the leave may be taken as one week or individual days or half days.

To take this leave please put the request in writing to your line manager explaining the situation in full. You must give at least three days notice or twice the number of working days whichever is earlier.

We will always try to approve any request for leave but occasionally due to the needs of the business we may ask you to postpone it. We will consult with you to find a suitable date within one month of your original request. This will be confirmed in writing to you. Should you require longer we may agree to you using your holiday entitlement.

## Compassionate Leave

An appropriate period of paid leave will be granted at the discretion of management in cases of bereavement involving immediate family. Apart from this, days off for attending funerals or religious services, etc. will be treated as being part of holiday entitlement unless otherwise agreed.

## Statutory Parental Bereavement Leave and Pay

If, sadly, you lose a child under 18 and were the legal parents or had primary caring responsibilities, you are entitled to two weeks' bereavement leave. This also applies if you are a parent who has suffered a still birth after 24 weeks. You will be paid Statutory Parental Bereavement Pay if you have been continuously employed for 26 weeks up until the week preceding the death and meet the qualifying criteria for National Insurance limits.

Leave must be taken in a block of two weeks, or two single weeks, and must be taken within 56 weeks from the date of the child's death. Notice in the first seven weeks after the death can be given any time before you are due to start on the first day. From the eighth week up until 56 weeks, the notice required is one week. You can cancel or change leave using the notice periods above.

## Severe Weather and Disruptions to Travel

The Company acknowledges that you may occasionally have problems travelling to and from work due to either severe weather conditions or major disruptions to public transport (for example, train strikes or accidents on the roads). Whilst we understand and are committed to protecting the health and safety of all our employees, we must also ensure that the business and our clients are not unduly disrupted by external factors.

We expect you to report for work regardless of the situation and should therefore make every effort to attend work in all circumstances. You should take steps to obtain advice on the situation from the appropriate external agencies, allow extra time for your journey or make alternative travel arrangements where appropriate. You will still be expected to attend work on time.

## Arriving Late for Work or Leaving Early

Where the Company accepts that you have used your best endeavours to attend work, but you are unable to do so, we will assess your individual circumstances. If disruptions to travel occur during the working day, your manager will decide whether to allow you to leave early, depending on your individual circumstances. The following will be considered:

- Make up the time at a later date.
- Take any absence from work as part of your annual leave entitlement.



- Take any absence from work as special unpaid leave (in this case, your pay will reduce accordingly to take account of the hours/days you have not worked).
- Be paid as if you had attended work on the day(s) of absence.
- Work from home or otherwise work remotely.

Should the Company decide to close your place of work and it deems that you are unable to carry out work at alternative places or from home, it will pay you your normal working hours.

## Falsifying Claims

In the event of an employee taking time off fraudulently under any of the above sickness and absence policies, we will investigate, and disciplinary action may be taken.

## Family-Friendly Policies

### Maternity & Paternity, Surrogacy and Adoption Leave

If you are pregnant or using a surrogate, by the 15th week before the baby is due, you need to provide the following information to us (preferably in writing):

- Your expected week of childbirth.
- The date on which you intend to start your maternity leave. You can start your maternity leave anytime from 11 weeks before the baby is due. You can change this date, but you must give us 28 days' notice of the change.

If you are adopting, you need to provide the following information to us (in writing):

- Notification of the match with the child, which is provided by the adoption agency. This must be provided no later than seven days after the date you received notification.
- The date you were notified of having been matched with the child, the date the child is expected to be placed with you for adoption and when you want your adoption leave to start. Adoption leave can start on the day the child is placed with you for adoption or on a date that is up to 14 days before the expected date of placement. You can change this date, but you must give us 28 days' notice of the change.

If you are adopting, to qualify for the right to take adoption leave, you must be adopting a child through an approved UK adoption agency. Surrogacy parents may be entitled to adoption leave if they fulfil eligibility requirements. If you are jointly adopting a child with your spouse, partner or civil partner, only one of you will be entitled to take adoption leave.

All employees are entitled to 52 weeks' maternity leave and this is made up of 26 weeks' ordinary leave and 26 weeks' additional leave. The first two weeks after the birth are compulsory. Or for adoption leave, assuming you are eligible, you may take up to 26

weeks' ordinary adoption leave and up to 26 weeks' additional adoption leave, making a total of 52 weeks.

Throughout the maternity and adoption leave you are entitled to all your non-pay related contractual benefits.

If you are not planning to take all your maternity or adoption leave, you must let us know when you will return. You can change your mind but must give us eight weeks' notice of a change.

If you decide not to return to work, you are required by law to give the correct notice if you are resigning. However, giving longer is helpful. You are still entitled to statutory maternity pay or adoption pay even if you are not returning to work.

We reserve the right in any event to maintain reasonable contact with you from time to time during your leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work, or simply to update you on developments at work during your absence.

You are encouraged to take any outstanding annual leave due to you before the commencement of your leave.

If you are pregnant, we need you to provide us with your MATB1 Maternity Certificate which your midwife will give you when you are about 25 weeks pregnant.

Adoptive parents must give us the matching certificate or notification that one is being issued within seven days of having been matched with a child or as soon as is practicable.

For any other further information about maternity or adoption leave, please speak to your manager.

## Health and Safety

We have a duty to assess any risks that may affect you at work during your pregnancy. We will provide you with information as to any risks identified in any risk assessment and look at ways in which we can minimise the risk.

## IVF

You will be entitled to paid time off for antenatal care only after the fertilised embryo has been implanted. From that point onwards, all entitlements are the same.

## Antenatal Care

All pregnant employees are entitled to paid time off to receive antenatal care, provided such care is on the advice of a doctor, midwife or health visitor. Where such appointments can be arranged to take place outside working hours, you should do so. Copies of all

appointment times should be given to your line manager. If you are adopting, then the main adopter is allowed up to five paid adoption appointments.

Prospective fathers to be and partners of pregnant women, as well as surrogacy parents and the secondary adopter, are allowed unpaid time off to attend two antenatal appointments.

## Pay & Benefits during Maternity Leave

**To receive Statutory Maternity Pay (SMP) you must have been:**

- Earning before tax an average that is no less than the lower earnings limit, which applies to National Insurance (NI). This is the amount you must earn to qualify for benefits. You must earn more than this amount before you actually start paying NI.
- Employed by the same employer continuously for at least 26 weeks up to and into the 15th week before the week your baby is due.

The earliest date that SMP can start is from the 11th week before the week your baby is due and the latest from the day following the birth.

If you continue to work after the 11th week before the week your baby is due, you can choose when you want your SMP to start. SMP will start from any day you choose, once you have stopped work to have your baby. This means that your SMP should start from the first day of your maternity leave.

**The start of your SMP will change if:**

- Your baby is born before the start of the 11th week, or before the start of your SMP period. If this happens, SMP will start from the day following the birth of your baby.
- You are off sick from work with a pregnancy-related illness at the start of, or in the four weeks before, your baby is due. SMP will start from the day following the first complete day you are off sick from work for that reason.

**If you are entitled to SMP and you leave your employment with us:**

- After the start of the 15th week before your baby is due, but before the start of the 11th week, SMP will start from the beginning of the 11th week before the week your baby is due.
- At any time after the start of the 11th week before the week your baby is due and before the start of your maternity pay period, your SMP will start from the day after you left employment.

## Statutory Adoption Pay (SAP)

Paid adoption leave is available for a child approved by a UK agency. However, some details may vary for parents adopting outside the UK.

**To receive Statutory Adoption Pay (SAP) you must:**

- Be the child's adopter.
- Earn before tax an average that is no less than the lower earnings limit which applies to National Insurance (NI). This is the amount you must earn to qualify for benefits. You must earn more than this amount before you start paying NI.
- Be employed for a continuous period of at least 26 weeks ending before the placement of the child.
- Have received the official matching certificate or notification that it is being issued.

**SMP and SAP is paid for a continuous period of up to 39 weeks:**

- First six weeks - 90% of your average weekly earnings with no upper limit.
- Remaining 33 weeks - statutory rate or a rate equal to 90% of your average weekly earnings, whichever is lower.

## Maternity Allowance

If you are not eligible for Statutory Maternity Pay, you may be entitled to Maternity Allowance (MA). To claim Maternity Allowance, ask your local Jobcentre Plus for form MA1.

## Pension

Pension contributions will continue to be made during the period when you are receiving SMP and SAP, but not during any period of unpaid additional maternity or adoption leave. Your contributions will be based on your actual pay, whilst the Company's contributions will be based on the salary you would have received had you not gone on maternity leave.

## Keeping in Touch Days

Whilst you are on leave, we will try to keep you up to date with all that is happening here. This may be to let you know about any changes, to invite you to attend a particular event or to offer a training opportunity. You have the right to refuse to attend.

If we offer and you wish to accept, you can work up to 10 days during your leave without this affecting your statutory pay.

## Returning to Work

Whilst you are under no obligation to do so, it would assist us if you could confirm as soon as convenient during your leave that you will be returning to work as expected.

If you plan to return to work before the end of your additional leave, you must give us eight weeks' notice. If you come back to work after the ordinary leave, you may return to the same job with the same terms and conditions as you had before your leave. If you return after additional leave, you are entitled to return to the same job on the same

terms and conditions. However, if for a good reason we cannot provide this, we will find a position which is at the same level and with terms and conditions at least as good as your previous role.

If you are planning to breastfeed when you return to work, please let us know so that we can carry out a risk assessment and provide suitable rest facilities for you.

## Paternal Leave

To qualify for the right to take paternal leave, you must meet each of the following eligibility criteria:

- You have, or expect to have, responsibility for the upbringing of the child.
- You are either the biological father of the child; or you are married to, are the civil partner or the cohabiting partner of the child's mother; or you are married to, are the civil partner or the cohabiting partner of the child's adopter; or you are one of a couple jointly adopting a child.
- You are taking the leave to care for the child or to support the child's mother or adopter.
- You have worked continuously for the Company for 26 weeks calculated as at the 15th week before the expected week of childbirth, or, in respect of an adopted child, calculated as at the week in which the child's adopter is notified of having been matched with the child.

A cohabiting partner is a person, whether of a different sex or the same sex, who lives with the mother or adopter and the child in an enduring family relationship but is not an immediate relative of the mother or adopter.

If you wish to take paternal leave and are eligible, you are entitled to two weeks from the birth or adoption of a child. You are entitled to take one- or two-weeks' paternal leave, which can be non-consecutive. It cannot be taken as odd days.

You are required to inform the Company of your intention to take paternal leave 28 days before the expected week of childbirth; or in the case of an adopted child, no later than seven days after the date on which notification of the match with the child was given by the adoption agency, unless this is not reasonably practicable. If you wish to change the date of your leave you should give 28 days' notice. You are required to provide the following information in writing to the Company:

- The date the child is expected to be born or adopted.
- Whether you wish to take one- or two-weeks' paternal leave.
- When you want your paternal leave to start.

In the case of an adopted child, your notice should also specify the date on which the adopter was notified of having been matched with the child.

Paternity leave can start on any day of the week on or following the child's birth or placement for adoption. But it must be completed either within the first year of the actual date of childbirth or adoption or, if the child is born early, within the period from the actual date of childbirth up to the first year after the first day of the expected week of childbirth.

In the case of multiple births from the same pregnancy, only one period of paternity leave is available.

On resuming work after paternity leave, you are entitled to return to the same job on the same terms and conditions of employment as if you had not been absent.

### Statutory Paternity Pay (SPP)

During the period of paternity leave you will receive Statutory Paternity Pay (SPP) if you are eligible to receive it. You are eligible if:

- You have been continuously employed by your employer for at least 26 weeks up to any day in the 'qualifying week'.
- Earn the statutory minimum.

Your contract of employment continues in force, and you are entitled to receive all your contractual benefits, except for salary.

### Shared Parental Leave (SPL)

This policy applies to a parent wishing to share traditional maternity or adoption leave. Unpaid parental leave remains, as does the right to take 52 weeks' maternity or adoption leave. Surrogacy parents may be able to take Shared Parental Leave (SPL) if they fulfil the eligibility requirements.

To take advantage of this provision the mother must commit, in writing, to ending their maternity/adoption leave and pay at a set date, and to share the untaken balance of leave and pay as SPL and pay with their partner. Alternatively, the mother must commit to return to work early from maternity or adoption leave and opt into SPL and pay at a later date.

The timescales and process involved to plan SPL is quite complex, so please speak to your line manager if you have any queries or wish to discuss possible arrangements.

To help understand this policy we have listed the meaning of the following terms:

**Mother:** the woman who gives birth to a child, or the adopter.

**Adopter:** the male or female who is eligible for adoption leave and/or pay.

**Partner:** the child's biological father or the partner of the mother/adopter. This may be a spouse, civil partner or a partner who is in an enduring relationship with the mother and the child.

**SPL:** Shared Parental Leave.

**ShPP:** Statutory Shared Parental Pay.

**Continuous leave:** a period of leave that is taken in one block, for example, four weeks' leave.

**Discontinuous leave:** a period of leave that is arranged around weeks where the employee will return to work. For example, an arrangement where an employee will work every other week for a period of three months.

**SPLIT day:** Shared Parental Leave in touch day.

**Match:** when an adopter is approved to adopt a named child or children.

**Curtail:** where an eligible mother brings their maternity/adoption leave and, if appropriate, pay or allowance entitlement to an end early.

This policy applies to employees whether they are the mother or the partner. If it is the mother who is employed by the Company, a partner must follow his/her own employer's policy if he/she wishes to take a period of SPL. If it is the partner who is employed by us, then their partner must follow their own Company policy.

Good communication is essential with both employers to ensure requests are dealt with properly.

## Are you eligible?

There are some criteria which must be met for this policy to apply. The mother is eligible for SPL if they:

- Have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or matching date of the child and remains in continuous employment with the organisation until the week before any period of SPL that is taken.
- Have, at the date of the child's birth or placement, the main responsibility, apart from the partner, for the care of the child.
- Are entitled to statutory maternity/adoption leave in respect of the child.
- Comply with the relevant leave curtailment requirements (or have returned to work before the end of statutory maternity/adoption leave), and SPL notice and evidence requirements.

In addition, for the mother to be eligible for SPL, the partner must:

- Have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth.
- Have average weekly earnings meeting the lower earnings test for any 13 of those 66 weeks.
- Have, at the date of the child's birth or placement, the main responsibility, apart from the mother, for the care of the child.

## Partner's eligibility for Shared Parental Leave (SPL)

The partner is eligible for SPL if he/she:

- Has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or placement of the child, and remains in continuous employment with the organisation until the week before any period of SPL that he/she takes,
- Has, at the date of the child's birth or placement, the main responsibility, apart from the mother, for the care of the child,
- Complies with the relevant shared parental/adoption leave notice and evidence requirements.

In addition, for the partner to be eligible for SPL, the mother must:

- Have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth or placement of the child.
- Have average weekly earnings meeting the lower earnings test for any 13 of those 66 weeks.
- Have, at the date of the child's birth or placement, the main responsibility, apart from the partner, for the care of the child.
- Comply with the relevant leave or pay curtailment requirements (or have returned to work before the end of statutory maternity/adoption leave).

## How to Calculate the Amount of Leave Available

The amount of SPL to which an individual is entitled will depend on when the mother brings her maternity/adoption leave period to an end and the amount of leave that the other parent takes in respect of the child.

The first two weeks following birth are the compulsory maternity leave period and may only be taken by the mother.

The mother's partner can begin a period of SPL at any time from the date of the child's birth or placement. However, they would lose their entitlement to the two-weeks' paid paternity leave if this has not been taken before the start of any SPL.



## Notice Requirements for Shared Parental Leave

SPL may only be taken in complete weeks but may start on any day of the week. It may be taken in continuous or discontinuous blocks. An employee may only make three leave notice requests, or variations of leave notices, during a period of SPL. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the Company, in the two weeks beginning with the date the period of leave notice was given, can:

- Consent to the pattern requested.
- Propose an alternative pattern.
- Refuse the pattern of leave requested.

If the mother wishes to take SPL, a curtailment notice must be provided stating the date the maternity/adoption leave is to end.

A full list of the information and dates to be provided will be provided by the Company; in the first instance ask your line manager.

## Rights during Shared Parental Leave (SPL)

During SPL, all terms and conditions of the employee's contract except remuneration will continue. Pay will be replaced by ShPP if the employee is eligible for it.

## Communication and SPLIT Days

Whilst an employee is on SPL, the Company will try to keep them up to date with important changes and developments within the Company. It is also helpful to discuss the employee's plans to return to work during this time.

An employee can agree to work for the Company (or to attend training) for up to 20 days during their SPL without that work bringing the period of his/her SPL and pay to an end. These are known as 'Shared Parental Leave in touch' (SPLIT) days. If you are entitled to receive ShPP for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you an agreed rate for the work you do during a SPLIT day.

There is no obligation on the Company to offer work or on the employee to accept it.

## Returning to Work following Shared Parental Leave

The employee has the right to return to the same job when returning to work from SPL if the period of leave is 26 weeks or less.

If the employee is returning to work from SPL and the period of leave taken is more than 26 weeks, they have the right to return to the same job unless this is not reasonably practicable. In these circumstances the Company will find another job that is suitable and appropriate for him/her.

## Parental Leave

Unpaid parental leave may be taken to look after a child or make arrangements for the good of the child.

### Eligible employees:

- All employees employed by the Company for a minimum of one year.
- Employees who have a child or children under the age of 18.
- Employees who have become the adoptive parents of a child under the age of 18.

A maximum of 18 weeks per child (pro rata for part-time employees) may be taken in total.

If you wish to take parental leave, you should submit an application to your line manager. Leave should normally be taken in one-week blocks (unless your child is disabled), up to a maximum of four weeks in a year. Requests for longer periods will be dealt with on an individual basis.

You should submit an application to take the time off 21 days prior to leave being taken. The Company must respond in two weeks. We will respond sympathetically to all requests but on occasion may ask you to postpone the leave for business reasons. However, this cannot be for more than six months. Any leave at the time of childbirth or adoption cannot be postponed.

We will keep a record of parental leave taken.

## Equality & Diversity Policy

Everyone is Welcome

Every person in the Company brings different work and life experiences, skills and knowledge with them to work.

As an equal opportunities employer we actively support human rights, all equality legislation and promote diversity and inclusion throughout the company. Our ethos is to respect and value people's differences, and to help everyone achieve more at work as well as in their personal lives so that they feel proud of who they are and of the part they play in our success.

Each employee has the right to be valued, respected and work in an environment which is free from discrimination or harassment and every employee must adhere to these principles. Any form of discrimination, abuse or harassment will result in disciplinary action being taken, including dismissal for serious cases.

The policy will also be drawn to the attention of clients, subcontractors and visitors as no member of our staff should be subjected to abuse.

We believe that all decisions about people at work should be based on the individual's abilities, skills, performance, behaviour and our business requirements. We accept our legal obligations under the Equalities Act 2010, which makes it unlawful to discriminate directly or indirectly in recruitment, employment or after employment on the grounds of:

- Age.
- Disability.
- Gender Reassignment.
- Marriage & Civil Partnership.
- Pregnancy and Maternity.
- Race (which includes colour, nationality and ethnic or national origins).
- Sexual orientation.
- Sex.
- Religion or belief.

Upon joining, employees will be informed of our Equality and Diversity policy and that they are obligated to comply with its requirements and promote fairness in the workplace.

### Cultural & Religious events

Leave for religious festivals, except where those days fall on recognised Bank/Public holidays or non working days, must be taken from your annual holiday entitlement. We fully appreciate the diversity of religious beliefs amongst our employees and assure you that requests for leave at times of religious festivals relevant to you will be given careful consideration alongside the operational needs of the business.

Should you require support at work to enable participation in religious or cultural events (i.e., fasting, private prayer, meditation, etc.) please speak to your line manager.

## Transgender Employees/Gender Reassignment

If you inform us of any changes in your personal circumstances and/or intention to transition, we will discuss any support that may be required and adjustments that we could make to ensure that you are supported both during and after transition.

Your employee records will be updated upon request from yourself though we may need a legal name change for certain records (payroll, pension, etc.).

We will discuss with you how this should be disclosed to colleagues and clients.

## Names/Pronouns

Employees will be addressed by the name and pronoun that they choose.

## Complaints

If you feel that you have been subjected to any form of harassment or discrimination, please raise this with your line manager immediately. Should you require it, our formal grievance procedures ensure sympathetic handling, and hopefully satisfactory resolution, for all aspects of employee concerns or dissatisfaction.

## Smoking, Drug and Alcohol Policy

### Drug and Alcohol Policy

We recognise that, for a variety of reasons, employees could develop alcohol- or drug-related problems and we are sympathetic to these problems. However, any misuse or abuse of alcohol and drugs presents a serious problem in the workplace. It is our responsibility to ensure, so far as is reasonably practicable, the health, safety and wellbeing of all employees. Employees who are under the influence of drugs and/or alcohol whilst at work may adversely influence their own safety and that of their colleagues. By establishing clear and comprehensive rules, which apply to all employees, we also aim to provide a supportive environment to those with a drug- or alcohol-related problem who are committed to changing their behaviour.

The taking of alcohol and drugs is strictly prohibited before working hours, where appropriate functioning at work would be adversely affected, and at all times during working hours. For the avoidance of doubt, working hours include meals and other breaks.

#### Definition

Alcohol covers all alcoholic beverages. Drugs include: all Class A, B and C substances; 'legal highs' or psychoactive drugs; drugs which are only legally available on prescription; solvents which are misused; and any other drug that has an adverse effect on your ability to carry out your work in a safe and effective way.

#### Special circumstances

If employees attend social business/client functions outside of working hours and are representing the Company, we accept that moderate amounts of alcohol may be consumed. However, employees should stay well within the legal limit if driving. Consuming drugs on these occasions is strictly forbidden.

#### Confidentiality

An employee who has a drug- or alcohol-related problem may approach their line manager in confidence, within the provisions of the law, and receive help and support. Any absence during a rehabilitation period will be treated as normal sickness absence.

Where employees are taking medication for a pre-diagnosed condition, the type of drug and its possible contra-indications must be reported to their line manager. This sensitive information will be treated confidentially.

### Drug and alcohol testing

Random alcohol and drug testing will be carried out on employees who work in safety critical roles within the Company, including those whose role involves delivering security, cleaning, maintenance, concierge or other roles.

Selecting an employee for testing does not indicate that they are under suspicion and test results will be treated confidentially.

Should an employee unreasonably refuse to submit to drug and alcohol testing, they will be subject to our disciplinary process.

## Disciplinary action

Any employee who is found to be:

- under the influence of drugs and/or alcohol during working hours; or
- in possession of, or dealing in, illegal substances

during working hours will be suspended on full pay pending a disciplinary hearing. This may result in the employee's dismissal for gross misconduct.

## Smoking Policy

This applies to everyone who works here, as well as visitors, contractors or business partners, and applies to any driver or passenger in Company vehicles. It is your responsibility to inform any visitor, whether or not you are responsible for them personally, that they are not permitted to smoke on the premises. You should speak to any manager immediately if any visitor smokes on the premises and refuses to stop when requested, whether by you or anyone else.

In addition to cigarettes, cigars and pipes, electronic cigarettes, vapes, etc. are also banned.

Smoking is not permitted anywhere on our premises (including Company vehicles) and outside areas including areas such as the car park.

We ask all our employees to help us enforce the policy. Employees who smoke or vape on Company premises, will be subject to our disciplinary procedures. Those who do not comply with this policy, and the Health Act, may also be subject to a fixed penalty fine and possible criminal prosecution.

## Resolving Problems

We believe that by having clear, open and fair procedures for the resolution of problems, we create a basis for the fair treatment of all our team.

### Disciplinary and Grievance Policy

We expect our employees to meet high standards of conduct. Minor departures from our standards may be dealt with informally to avoid the need to engage this procedure. Nevertheless, we recognise that there will be occasions when informal action is not appropriate, and in such cases this policy will be implemented. This policy will not usually be applied in the first two years of an employee's employment.

This policy does not form part of your contract of employment and may be altered or amended at the absolute discretion of the Company. We may start this procedure at any stage.

For disciplinary and grievance issues we may, at our absolute discretion, use an external third party to carry out any part or parts of this procedure.

#### Disciplinary Procedure Investigation

An investigation may be undertaken prior to any disciplinary action. You must fully co-operate with any investigation. If you are invited to an investigation meeting, there is no right to be accompanied.

#### Suspension

If appropriate, we may suspend you on contractual pay or amend your duties during an investigation process. If you are suspended, your contract of employment will remain in force, but you will not be entitled to access any of our premises except at our prior request, or with our prior consent, and subject to such conditions that we may impose.

#### Disciplinary hearing

If it is decided that there is a disciplinary case to answer, you will be informed of this and invited to attend a disciplinary hearing.

You are entitled to be accompanied to a disciplinary hearing by a workplace colleague or a trade union representative.

You will be given the opportunity to state your case before any decision is made.

The chair of the hearing may decide the outcome at the hearing or adjourn the hearing to consider their findings.

You will be informed of the decision. This will normally be in writing.

## **Disciplinary sanctions**

### **Stage one - verbal warning**

In the case of conduct, performance or attendance not reaching the required standard, the problem will be discussed with you and you will be given the opportunity to provide a satisfactory explanation at a disciplinary hearing. If you are unable to provide a reasonable explanation and the hearing concludes reasonably that you are at fault, a verbal warning will be issued. A written copy will be given to you and retained on your personnel file for a period of up to 6 months. You will have the opportunity to appeal this decision.

### **Stage two - written warning**

In the case where insufficient improvement has been made following a verbal warning or the conduct is potentially sufficiently serious to warrant bypassing the verbal warning stage, a disciplinary hearing will be held. As a result of this, if your explanation for your conduct is unsatisfactory and the hearing concludes that your performance or conduct was at fault, you will be issued with a written warning detailing the complaint and the required improvement or change in behaviour. Again you will have the right to appeal against the disciplinary decision. A copy of the written warning will be kept on your personnel file for a period of 12 months.

### **Stage three - final written warning**

If there is still insufficient improvement or change in behaviour during the term of a prior warning, or where the conduct is potentially sufficiently serious to warrant bypassing stages one and two of the disciplinary procedure, a disciplinary hearing will be held. If there is no satisfactory explanation for the conduct or poor performance at the hearing, a final written warning will be issued. The final written warning will give details of the complaint and warn you that failure to improve or modify your behaviour may lead to your dismissal, or to some other action short of dismissal. Again, you will have the right to appeal against the decision. The final written warning will normally remain on your personnel file for a period of 12 months.

### **Stage four - dismissal**

If you still fail to meet the necessary standard of conduct or performance required by the Company, or you commit another act of misconduct or your conduct is potentially so serious as to warrant bypassing the first three stages of the disciplinary procedure, a Final disciplinary hearing will be held. You will be given every opportunity to offer an explanation for your failure to meet the required standards at the final disciplinary hearing. The Company will ensure that fair and reasonable notice of the time and date of the hearing is given and wherever possible the disciplinary hearing will be held during your normal hours of work. You will be given as much information as possible regarding the allegations of misconduct as well as any documentation detailing the shortfall in performance or conduct that will form the basis of the disciplinary hearing. If there is no satisfactory explanation for the conduct or performance then you may be dismissed with notice, unless it is gross misconduct where you will be dismissed summarily.

As soon as reasonably practical you will be provided with the reasons for your dismissal, the date on which your employment will terminate, and the name of the person to whom you may submit your appeal in writing (see Appeals Procedure).



## Alternative Disciplinary Sanction

As an alternative to issuing a final written warning or as an alternative to dismissal, the Company reserves the right to demote an employee. This will be done by notice in writing to the employee. The Company also reserves the right to impose a reduction in the employee's salary for the demotion and the written notice will detail any changes to the employee's terms and conditions of employment arising from such demotion. In particular, the notice will give details of any reduction to salary and/or loss of benefits arising from the demotion.

Where demotion is used as an alternative to summary dismissal for gross misconduct, the Company may also issue the employee with a final written warning.

This section of the disciplinary procedure is contractual.

## Appeals

- If you are dissatisfied with the outcome of the disciplinary hearing, you may appeal. If you wish to appeal you must do so within five days of the date of the outcome letter (or where no letter is issued, the date you are informed of the decision).
- An appeal should be in writing and must set out the grounds for your appeal along with any accompanying documentation.
- At an appeal hearing, you are entitled to be accompanied by either a workplace colleague or a trade union representative.
- The outcome of the appeal will be conveyed to you, normally in writing. The appeal decision will be final.

## Misconduct

Examples of misconduct are:

- Occasional and minor poor timekeeping.
- Minor breaches of our rules.
- Minor failure to observe our procedures.

These examples are not exhaustive or exclusive. Offences of a similar nature will also be dealt with under this procedure.

Misconduct, short of gross misconduct, will, depending on severity, normally result in a written warning. This would normally last for 12 months. If it is a final written warning, this would also normally last for 12 months.

## Gross misconduct

Examples of gross misconduct are:

- Unauthorised absence.
- Theft, fraud and bribery (giving and receiving).
- Falsification of records.
- Breaches of confidentiality or trust.
- Fighting or assault.
- Insubordination.
- Failure to obey a reasonable management order.
- Deliberate or reckless acts of damaging Company property or property of another person.
- Serious breaches of Company policies or procedures including health and safety regulations.
- Bringing yourself or the Company into disrepute including creating, transmitting or otherwise publishing any false and defamatory statement about any person or organisation.
- Acting in a manner which undermines the trust and confidence in the employment relationship.
- Bullying, victimisation and/or harassment towards an employee, or external representative of another organisation, including but not limited to directly in person, social media, email or any other communication network.
- Being under the influence of alcohol (including below the drink drive limit) or drugs, and/or consuming alcohol or drugs during working hours.
- Acts of verbal abuse and/or acts of violence or threats of violence towards either an employee, customer/client or representative of another organisation.
- Possession and/or use of or being under the influence of illegal drugs or legal highs.
- Negligence or incompetence that causes loss, damage or injury, or a serious risk of injury.
- Covert or unauthorised recording of meetings.
- Unauthorised use of the internet including:
  - creating, viewing, accessing, transmitting or downloading any material which is discriminatory or may cause embarrassment to other individuals, including material which breaches equal opportunities legislation;
  - accessing, transmitting or downloading unauthorised software.
- Breach of our obligations in respect of data legislation including:
  - accessing, transmitting or downloading any confidential information about us and/or any of our staff and/or clients or customers, except where authorised in the proper performance of your duties;
  - viewing, accessing, transmitting or downloading any material in breach of copyright.

These examples are not exhaustive or exclusive and offences of a similar nature may be dealt with as gross misconduct. Gross misconduct will normally result in dismissal without notice or payment in lieu of notice.

## Grievance Procedure

Where you have a grievance relating to any aspect of your employment, you should have no hesitation in raising the matter informally with your line manager.

- If the grievance cannot be resolved informally and you wish to make a formal grievance, this must be set out in writing to your line manager.
- Where it is not possible to raise the matter with your line manager, for example, if they are absent for a significant period of time, or if the grievance relates to them, you should raise your concerns with a more senior manager.
- You will usually be invited to attend a meeting to discuss your grievance. You are entitled to be accompanied by a workplace colleague or trade union representative at the grievance meeting.
- After the meeting the meeting Chair will inform you of their decision in writing. You have the right to appeal against the decision.
- If you wish to appeal, you must do so in writing within five days of the date of the outcome letter. You will then be invited to attend another meeting, after which you will be informed of the final decision in writing.
- Should a grievance be raised against you by a work colleague, you will be informed as soon as possible. You will be invited to an investigation meeting to discuss the points of what has been raised. You will be given the opportunity to present your version of events before an outcome is decided.

## Colleague support

We are pleased for work colleagues to support each other through these proceedings, but you are not obliged to do so. Having a colleague present helps to ensure that matters are dealt with fairly and we appreciate your assistance. You are asked to respect the confidentiality of these proceedings and sometimes, where there is sensitive information about individuals or the Company, we may ask you to sign confirming this.

## Bullying and Harassment

The Company actively encourages an environment in which everyone is entitled to work without harassment, victimisation and bullying.

Harassment may be described broadly as ‘unwanted conduct affecting the dignity of people’. Where a particular form of conduct has the effect of making a person feel humiliated, threatened or that their privacy is being invaded, that conduct will constitute harassment and should cease immediately.

We will not condone harassment and the procedure for dealing with complaints is set out below.

The policy applies to employees’ conduct in or out of office hours, when entertaining clients or at work events.

All employees have a responsibility to comply with this policy and treat all colleagues with dignity and respect. If you believe that you have been subject to, or have witnessed harassment, victimisation or bullying, you must inform your line manager so that we can keep our workplace free from unacceptable behaviour.

#### Procedure for dealing with cases of harassment

If you believe you are being subjected to any form of harassment, in the first instance you should ask the offender to stop or make it clear that such attention is unwelcome. If necessary, ask a friend or colleague to help you do this.

Such an informal approach may be all that is needed, but you should make a note of the details and keep them.

If your request is ignored and the harassment continues, or you feel unable to make the informal approach, please contact your line manager immediately. Details will be taken and should be confirmed in writing by the victim. This constitutes a formal complaint.

Either a manager nominated by the manager who took the complaint, or an independent consultant, will investigate the complaint. Allegations will be dealt with seriously and confidentially and there will be no victimisation of any employee making, or being involved in, a complaint.

Where appropriate, any employee directly involved may be suspended on contractual pay pending investigation.

If the harassment has taken place, the accused will be dealt with in accordance with the disciplinary procedure.

It is hoped that the implementation of this policy will ensure that all our employees work in an atmosphere of mutual trust, dignity and respect.

### Dealing with Poor Performance (Capability)

The success of the Company depends on all employees working together to achieve the best possible standards of performance. We aim to provide support and training to enable all employees to fulfil their potential and deal with any changes that the Company may require.

However, sometimes people perform below the standard that the job requires, although they are not doing anything deliberately wrong.

In these cases, we believe that it is best to deal with these problems openly and fairly and to provide clarity and practical support to improve performance.

## Monitoring performance

We monitor performance formally and informally through regular discussions that your manager will have with you about your job, at the end of projects and through the appraisal process.

## Dealing with poor performance

### Informal meetings / investigation

- Initially, your manager will discuss any concerns about your performance informally with you. Often raising issues promptly helps to solve them by identifying acceptable standards and any support that may be needed.
- If your performance continues to fall short of that required, your manager will arrange a formal meeting to discuss this with you. You will have the right to be accompanied by a work colleague or a trade union representative. The letter inviting you to this meeting will outline what the potential sanction of the meeting may be.

### Formal meetings

- At this meeting your manager will explain specific areas of your performance that aren't acceptable, and you will have the chance to give reasons for this. You and your manager will agree a plan (covering ways in which you can be supported to achieve acceptable standards), a date for review and a clear indication of what will happen if there is no improvement, e.g., transfers, dismissal.
- A formal performance plan may also be implemented. This will outline specific expectations, targets and timescales to achieve these by.

At each stage of the performance management process, a disciplinary sanction may also be issued as an outcome of any formal capability meeting. In line with the disciplinary process, formal sanctions will, depending on severity, normally begin with a written warning being issued. This would normally last for 12 months. If it is a final written warning, this would also normally last for 12 months.

### Timescales/Termination of employment

- The timescale for improvement, with formal reviews, will vary depending on the nature of the problem and the role that the employee has within the Company. However, there will be a minimum of two formal capability meetings prior to any dismissal meetings.
- At the final review, overall performance will be assessed and, in most cases, this will be the end of the matter, as performance will have improved as agreed.
- If sufficient improvements have not been made, consideration should be given to whether you should be transferred to another role better suited to your skills set or, as a last resort, dismissed.

## Appeals

If you are issued with a formal sanction or dismissed because you are not capable of performing your job to an acceptable standard, you have the right of appeal against this decision. Your appeal should be sent in writing to the nominated individual within five working days of the decision and state the reasons for your appeal. The decision from the appeal hearing will be final.

## How we do Business

### Communication

Aston Services Group is committed to developing effective communications throughout the business. Obtaining everyone's views and feedback is central to our communication strategy, and we welcome constructive ideas and suggestions from all our team as to how we can improve the Company and make this a better place to work.

### Safety

You must read and take note of any health and safety notices that are posted on the notice boards. You are expected to take reasonable care for your own well-being, and that of your colleagues.

### Accidents at work

If you have an accident at work, however minor you may consider it, you must record it in the correct accident book or sheet. If you are working off site you should document the accident on the site where you are working and notify the office immediately. You **MUST** provide details of the nature of the accident or injury, any first aid treatment that was administered, the names of any witnesses and the date and time the accident occurred.

### Health and hygiene

If you have either been in contact with persons suffering from an infectious or contagious disease or are yourself suffering from an infectious or contagious disease, you must report it to your Line Manager before commencing work. Examples of such infectious or contagious diseases are influenza, norovirus, mumps and measles, as diagnosed by a doctor. In these circumstances you are unavailable for work and will need to self-certify until you obtain a medical certificate from your doctor. You must not attend work until you are certified fit to do so, and the risk of passing the infection to clients or other employees has ceased. Any cuts or burns to the hand or arms must be covered with appropriate dressings.

### Economy

The Company maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our own and our customers' operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, time, materials, lights, heating, water etc. You should also co-operate with any recycling schemes that are introduced.

## Introductory commission - 'Recommend a friend'

We operate a 'Recommend a friend' scheme to encourage the introduction of a friend to work for us. The scheme is available to all employees with the exception of those who are employed in a capacity which forms part of the recruitment process.

Payment of the introductory commission, currently £50 per introduction (subject to tax and NI deductions), does not become due until the person introduced has worked for us for a continuous period of 6 months and subject to all other criteria being satisfied.

Further details of the scheme are available from head office.

## Commendation awards

The Commendation Award programme recognises individual employee contributions within the following categories:

- a) Operative of the year
- b) Supervisor of the year
- c) Manager of the year

Individual commendations will be awarded for exceptional work.

Details are available from your Manager and each award will be decided upon merit.

## Personal relationships at work

If you enter into a personal relationship with a work colleague or a customer, you should make your Line Manager aware so that we can ensure that the relationship does not affect our ability to maintain a fair and equitable working environment. If the relationship is with your Line Manager you should inform a Director.

The matter will be dealt with in strict confidence and we reserve the right to require one or both of the parties to transfer to another site if appropriate for the smooth running of our business.



## SIA licensing and screening

It is a legal requirement for anyone operating as a Security Officer in the UK to hold and maintain the relevant Security Industry Association (SIA) license. The Company will subsidise the initial cost of obtaining the relevant license including training which will be subject to a training agreement.

The Company will recover the cost (without interest) by monthly instalments (specific details to be agreed by your line manager and accounts). Any outstanding amount will be recovered from your final payment or reimbursed by you immediately and in full if the amount is more than the monies in hand, if your employment terminates for whatever reason before the full recovery has been made. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

Alternatively, you may choose to pay the cost of obtaining a license in the first instance without being subsidised by the Company.

You must provide proof of license ownership to your Line Manager at any time upon request by producing the original license. A copy of your license will be held in your personnel file.

Failure to obtain or maintain the relevant license will result in you being unable to work as a Security Officer for the Company. In these circumstances we do not guarantee to maintain your employment although the circumstances and the availability of alternative work may be taken into account at our sole discretion.

### CCTV Operators' licensing

It is a legal requirement for anyone operating as a CCTV Operator in the UK to hold and maintain the relevant Security Industry Association (SIA) licence (CCTV - public space surveillance). The Company will subsidise the initial cost of obtaining the relevant license including training which will be subject to a training agreement.

The Company will recover the cost (without interest) by monthly instalments (specific details to be agreed by your line manager and accounts). Any outstanding amount will be recovered from your final payment or reimbursed by you immediately and in full if the amount is more than the monies in hand, if your employment terminates for whatever reason before the full recovery has been made. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

Alternatively, you may choose to pay the cost of obtaining a license in the first instance without being subsidised by the Company. You must provide proof of license ownership to your Line Manager at any time upon request by producing the original license. A copy of your license will be held in your personnel file. Failure to obtain or maintain the relevant license will result in you being unable to work as a CCTV Operator for the Company. In these circumstances we do not guarantee to maintain your employment although the circumstances and the availability of alternative work may be taken into account at our sole discretion.

## **Public Relations**

If you receive an enquiry from the media, or even if you just suspect that you are speaking to a member of the press, you must refer them to your line manager. This is to ensure that the question is dealt with effectively and accurately, to protect the image of the Company.

### **Conflict of Interest**

The requirements are based on two principles and relate to the activities of you as an employee:

- You will not allow your outside activities to interfere with your work or allow any conflict between your duties and your private interests to affect your ability to carry out these duties effectively.
- You will not make use of, or exploit, the Company, or brand names associated with the Company, your connection with the Company or information obtained in the course of your duties, to further your own private interests or those of any outside organisation, to the detriment of the Company.

### **Conduct Outside of Work**

While working for us, any conduct that takes place outside of work and working hours which could be linked back to the Company and cause damage to the reputation of the Company, or bring the Company into disrepute, will be dealt with formally and you may be disciplined. This includes but is not limited to any conduct that takes place at Company events, while representing the Company, and any conduct that takes place in your personal time.

### **Ethical Policy**

We have documented quality standards for levels of service given to customers. We monitor these standards and always seek to improve. Similarly, we have high expectations of all our managers and employees about the way in which they conduct their business transactions.

We do not support the offering or acceptance of personal gifts. Any gifts, favour or hospitality offered to a member of staff must be declared to your line manager.

### **Bribery Policy**

We are committed to ensuring that all our commercial dealings meet the highest professional standards. It would never be acceptable for anyone to accept or offer bribes in any business transaction.

Bribes may come in a variety of forms such as corporate hospitality, charitable donations and personal gifts, as well as money. Anyone being offered any of these must report this to their line manager who will advise how to manage the situation. Breaches of this rule will result in disciplinary action up to and including dismissal.

This policy applies to the Directors, our employees throughout the business, suppliers, outsource partners, consultants and to all markets in which we do business.

## Purchasing and Commissioning

The overriding principle is that all dealings with current and potential suppliers and customers are seen to be properly handled, with the application of high standards of objectivity, integrity and fairness.

We are involved in commissioning work and in tenders for contracts with other organisations. Unless the Managing Director has given specific permission, you must not provide information, support or assistance to any Company or organisation tendering for work with us that would in any way enhance their chances of being successful in our bid.

## Public Interest Disclosure Policy (Whistle Blowing Policy)

We encourage an open culture in all our dealings. Effective and honest communication is essential if malpractice is to be effectively dealt with. The procedure below provides guidelines to all our employees, casual/temporary agency staff, freelancers, trainees, home workers and contractors who feel they need to raise certain issues in confidence.

Should you wish to raise legitimate concerns about specified matters, you are protected as an employee from being dismissed by us or being subjected to detrimental treatment or being victimised, provided certain criteria are met. Certain kinds of disclosures qualify for protection, and these are set out below. These are disclosures of information which you reasonably believe are made in the public interest. They tend to show one or more of the following relevant failures is either happening now, took place in the past, or is likely to happen in the future:

- A criminal offence has been committed including offences such as theft, fraud or acts of bribery.
- A person has failed, is failing, or is likely to fail to comply with a legal obligation which they are subject to.
- A miscarriage of justice.
- A danger to health and safety of any individual.
- Damage to the environment.
- Deliberate covering up of information tending to show any of the above five matters.

The procedure is not a substitute for the Disciplinary and Grievance policy and is not a channel for you to raise matters in relation to your terms and conditions of employment. The procedure allows you to have your concerns treated in confidence.

## Your protection

If you raise a genuine concern, you will not be at risk of damaging your position as a result. Provided you are acting in the public interest it does not matter whether or not your concern proves to be well founded. You must however make your complaint to the right person and in the right way as detailed in this Policy. We do not extend this assurance to someone who acts from an improper motive and raises a matter they know to be untrue.

## Your confidence

We will not tolerate the victimisation of anyone raising a genuine concern and anyone responsible for such conduct will be subject to disciplinary action. You may decide that you want to raise a concern in confidence. Therefore, if you ask for your identity to be protected, it will not be disclosed without your agreement. If a situation arises where it is not possible to deal with the concern without revealing your identity (for instance, because your evidence is needed in court or a disciplinary hearing), there will be a discussion as to whether and how we can proceed. This policy does not cover the situation where information about malpractice is received anonymously. However, discretion will be used in the investigation of such information.

## How to raise your concern

### **Stage 1: Internal line management**

If you have a concern about malpractice, we hope you will feel able to raise it first with your line manager or a more senior manager. This should be done in writing. It will help if you state the facts of the matter clearly. You can outline how you would like it to be investigated. If you have a direct or personal interest in the matter, you should also tell us at this stage.

### **Stage 2: Alternative contacts**

If you feel unable to raise the matter with someone in your line management, for whatever reason, please speak to a member of the senior management team.

If you want to raise the matter in confidence, we will ensure that practical measures are put in place to protect your identity. We will contact you by the most secure means. We will not disclose your identity without your agreement, unless we are required to do so by law.

Once you have reported your concern, we will look into it to assess what action should be taken initially. If your concern falls more appropriately within other policies, we will tell you. A manager will be asked to carry out the investigation.

The disclosure will be treated seriously and promptly investigated. As part of the process the worker will be interviewed and asked to provide a written statement.

Once we have finalised the investigation, any necessary action will be taken.

While the purpose of this policy is to enable us to investigate possible malpractice and take appropriate steps to deal with it, we will give you as much feedback as we properly can. If requested, we will confirm our response to you in writing. Please note, however, that we may not be able to tell you the precise action we take where this would infringe a duty of confidentiality owed by us to someone else.

## If you are dissatisfied

If you are unhappy with our response, you may then go to the proper authority. However, we do ask that matters are reported to us in the first instance. While we cannot guarantee that we will respond to all matters in the way that you might wish, the matter will be handled fairly and properly. By using this policy, you will help us to achieve this.

## CCTV Policy

### About this policy

We currently use CCTV cameras to view and record individuals on and around our premises.

We recognise that information that we hold about individuals is subject to data protection legislation. The images of individuals recorded by CCTV cameras in the workplace are personal data and therefore subject to the legislation. We are committed to complying with all our legal obligations and seek to comply with best practice suggestions from the Information Commissioner's Office (ICO).

This policy is non-contractual and does not form part of the terms and conditions of any employment or other contract. We may amend this policy at any time. The policy will be regularly reviewed to ensure that it meets legal requirements, relevant guidance published by the ICO and industry standards.

A breach of this policy may be regarded as misconduct leading to disciplinary action, up to and including dismissal.

### Reasons for use of CCTV

We currently use CCTV as outlined below. We believe that such use is necessary for legitimate business purposes, including:

- to prevent crime and protect buildings and assets from damage, disruption, vandalism and other crime;
- for the personal safety of staff, visitors and other members of the public and to act as a deterrent against crime;
- to support law enforcement bodies in the prevention, detection and prosecution of crime;

- to assist in day-to-day management, including ensuring the health and safety of staff and others;
- to assist in the effective resolution of disputes which arise in the course of disciplinary or grievance proceedings;
- to assist in the defence of any civil litigation, including employment tribunal proceedings.

This list is not exhaustive and other purposes may be or become relevant.

### **Use of data gathered by CCTV**

In order to ensure that the rights of individuals recorded by the CCTV system are protected, we will ensure that data gathered from CCTV cameras is stored in a way that maintains its integrity and security. This may include encrypting the data, where it is possible to do so.

We may engage data processors to process data on our behalf. We will ensure reasonable contractual safeguards are in place to protect the security and integrity of the data.

### **Retention and erasure of data gathered by CCTV**

Data recorded by the CCTV system will be stored digitally. The data will not be retained indefinitely but will be deleted once there is no reason to retain the recorded information. Exactly how long images will be retained for will vary according to the purpose for which they are being recorded. For example, where images are being recorded for crime prevention purposes, data will be kept long enough only for incidents to come to light.

At the end of their useful life, all images stored in whatever format will be erased.

## **Anti-bribery policy**

### **Introduction**

One of the Company's core values is to uphold sound, responsible and fair business operations. It is committed to promoting and maintaining the highest possible ethical standards in relation to all of its business activities. The Company's reputation for maintaining lawful business practices is of paramount importance to it and this policy is designed to preserve these values. The Company therefore has a zero tolerance policy towards bribery and corruption and is committed to acting fairly and with integrity in all of its business dealings and relationships wherever it operates and implementing and enforcing effective systems to counter bribery.

## **Purpose and scope**

This policy sets out the Company's position on any form of bribery and corruption and provides guidelines aimed at:

- Ensuring compliance with anti-bribery laws, rules and regulations, not just within the UK, but also in any other country within which the Company may carry out its business or in relation to which its business may be connected.
- Enabling employees and persons associated with the Company to understand risks associated with unlawful conduct and to enable and encourage them to be vigilant and to effectively recognise, prevent, avoid and report any wrongdoing, whether by themselves or others.
- Providing suitable and secure reporting and communication channels and ensuring that any information that is reported is properly and effectively dealt with.
- Creating and maintaining a rigorous and effective framework for dealing with any suspected instances of bribery or other unethical conduct.

This policy applies to all permanent and temporary employees of the Company (including any of its intermediaries, subsidiaries or associated companies). It also applies to any individual or corporate entity associated with the Company or who performs functions in relation to, or for and on behalf of, the Company, including, but not limited to, directors, agency workers, casual workers, contractors, consultants, seconded staff, agents, suppliers and sponsors ("associated persons").

All employees and associated persons are expected to adhere to the principles set out in this policy.

## **Legal obligations**

The key UK legislation on which this policy is based is the Bribery Act 2010 and it applies to the Company's conduct both in the UK and abroad.

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

It is an offence in the UK to:

Offer, promise or give a financial or other advantage to another person (i.e. bribe a person) whether within the UK or abroad, with the intention of inducing or rewarding improper conduct.

Request, agree to receive or accept a financial or other advantage (i.e. receive a bribe) for or in relation to improper conduct.

Bribe a foreign public official.

You can be held personally liable for any such offence.

It is also an offence in the UK for an employee or an associated person to bribe another person in the course of doing business intending either to obtain or retain business, or to



obtain or retain an advantage in the conduct of business, for the Company. The Company can be liable for this offence where it has failed to prevent such bribery by associated persons. As well as an unlimited fine, it could also suffer substantial reputational damage in connection with this offence.

All employees and associated persons are required to:

Comply with any anti-bribery and anti-corruption legislation that applies in any jurisdiction in any part of the world in which they might be expected to conduct business. Act honestly, responsibly and with integrity. Safeguard and uphold the Company's core values by operating in an ethical, professional and lawful manner at all times.

Bribery of any kind is strictly prohibited. Under no circumstances should any provision be made, money set aside or accounts created for the purposes of facilitating the payment or receipt of a bribe.

The Company recognises that industry practices may vary from country to country or from culture to culture. What is considered unacceptable in one place may be normal or usual practice in another. Nevertheless, a strict adherence to the guidelines set out in this policy is expected of all employees and associated persons at all times.

If in doubt as to what might amount to bribery or other unethical conduct or might constitute a breach of this policy, you should refer the matter to your line manager or to (*name*), the Company's Anti-Corruption Officer.

For the Company's rules and procedures in relation to the receipt of business gifts from third parties such as clients, customers, contractors and suppliers and corporate hospitality offered to or received from such third parties, please refer to the Company's Receipt of Gifts Policy and Corporate Hospitality Policy. These policies form part of the Company's zero tolerance policy towards any form of bribery and should be read in conjunction with this policy.

The giving of business gifts to clients, customers, contractors and suppliers is not prohibited provided the following requirements are met:

The gift is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage.

It complies with local laws.

It is given in the Company's name, not in the giver's personal name.

It does not include cash or a cash equivalent (such as gift vouchers).

It is of an appropriate and reasonable type and value and given at an appropriate time.

It is given openly, not secretly.

It is approved in advance by a Director of the Company.

Essentially, it is not acceptable to give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to



reward a business advantage already given, or to accept a payment, gift or hospitality from a third party that you know or suspect is offered or provided with the expectation that it will obtain a business advantage for them.

For the avoidance of doubt, any payment or gift to a public official or other person to secure or accelerate the prompt or proper performance of a routine government procedure or process, otherwise known as a “facilitation payment”, is also strictly prohibited. Facilitation payments are not commonly paid in the UK but they are common in some other jurisdictions.

#### Responsibilities and reporting procedure

It is the contractual duty and responsibility of all employees and associated persons to take whatever reasonable steps are necessary to ensure compliance with this policy and to prevent, detect and report any suspected bribery or corruption in accordance with the procedure set out in the Company’s Public Interest Disclosure Policy. You must immediately disclose to the Company any knowledge or suspicion you may have that you, or any other employee or associated person, has plans to offer, promise or give a bribe or to request, agree to receive or accept a bribe in connection with the business of the Company. For the avoidance of doubt, this includes reporting your own wrongdoing.

The duty to prevent, detect and report any incident of bribery and any potential risks rests not only with the Directors of the Company but applies equally to all employees and associated persons.

The Company encourages all employees and associated persons to be vigilant and to report any inappropriate or unlawful conduct, suspicions or concerns promptly and without undue delay so that investigation may proceed and any action can be taken expeditiously. For example, if a client or potential client offers you something to gain a business advantage with the Company or indicates to you that a gift or payment is required to secure their business.

In the event that you wish to report an instance or suspected instance of bribery, you should follow the steps set out in the Company’s Public Interest Disclosure Policy. Confidentiality will be maintained during the investigation to the extent that this is practical and appropriate in the circumstances. The Company is committed to taking appropriate action against bribery or other unethical conduct. This could include either reporting the matter to an appropriate external government department, regulatory agency or the police and/or taking internal disciplinary action against relevant employees and/or terminating contracts with associated persons.

The Company will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. It is also committed to ensuring nobody suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or corruption offence has taken place or may take place in the future.

All employees and associated persons must ensure that any contract or agreement entered into by them for or on behalf of the Company contains an appropriate clause aimed at

ensuring that any third party to the contract is aware of and agrees to adhere to the contents of this policy and further, that the contract expressly sets out the consequences of non-compliance including, where appropriate, clear provision for terminating the contract in the event of non-compliance or the commission of any relevant bribery offence.

#### Record-keeping

All accounts, receipts, invoices and other documents and records relating to dealings with third parties must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off the record” to facilitate or conceal improper payments.

#### Sanctions for breach

Breach of any of the provisions of this policy will constitute a disciplinary offence and will be dealt with in accordance with the Company’s disciplinary procedure. Depending on the gravity of the offence, it may be treated as gross misconduct and could render the employee liable to summary dismissal.

As far as associated persons are concerned, breach of this policy could lead to the suspension or termination of any relevant contract, sub-contract or other agreement with the associated person.

## **IT Security Policy**

Technology is an integral part of our business. However, it also poses risks in terms of data breaches, reputational damage and financial impacts.

Any breach of the IT Security policy will be managed in line with the Disciplinary procedure, with a sanction up to and including gross misconduct (or termination of engagement). We may withdraw your internet and/or email access. Examples of gross misconduct are included within the Disciplinary procedure.

### **Use of the Company's Computer Systems**

You may use our computer systems, or other electronic devices, for the purposes of our business. To reduce the risk to the Company's systems or network, these may only be accessed from your usual workplace (including your home address where this has been agreed) or other Company premises using authorised equipment, or remotely using authorised equipment via secure means.

You must never access the Company's systems or networks using an unsecure Wi-Fi connection.

### **E-mail**

Your e-mail address can receive emails from anyone connected to the Internet. You are not permitted to use the Company's e-mail system for any private emails, whether outgoing or incoming, either during working hours or at other times.

You should not divulge your e-mail address to anyone who does not require it for business use. Anyone found with offensive or pornographic material on his or her computer will be subject to investigation, which could result in disciplinary action and dismissal without notice for instances of gross misconduct.

The Company reserves the right to access and monitor any or all areas of any computer and computer software systems which it owns (including e-mail boxes and messages and telephone calls) from time to time for business reasons and training purposes.

You should not therefore assume that any information held on the computer is private and confidential to you.

If you receive an e-mail from an unknown source, or "junk" e-mail you should delete this from your system immediately without opening it as it may contain a virus.

E-mails may contain file attachments. These should not be opened unless they are received from a trusted source, i.e. from another known Company, employee or representative. If in doubt, forward the email to the person responsible for IT for verification.

E-mails to customers', suppliers and other business contacts should be restricted to Company business. Confidential information about or relating to the business of the Company, its customers', suppliers or contacts should not be transmitted outside the Company via e-mail unless done so in the course of business. You should ensure there is no infringement of copyright when adding attachments to e-mails. Confidential information should not be left on display on an unattended workstation.

Regular housekeeping is required to delete unwanted emails to prevent the file server filling up. You should be aware that deleted e-mails will remain held on the system for some time and will be accessible from back up if required for investigation of complaints of systems abuse.

You must not distribute sensitive commercial data concerning the Company to competitive sources. Doing so may result in disciplinary action leading to your dismissal without notice for gross misconduct.

## Guidance for appropriate use

E-mail is a non-secure medium and care should be taken when composing, sending and storing messages. It is possible messages are not received at their destination or that they can be intercepted. If e-mail services are used for business critical communications, you must confirm receipt by another means.

Outgoing e-mails should have a footer attached to stress the confidentiality of the contents and, where appropriate, should contain a disclaimer.

E-mail should be regarded in the same way as any other business communication and should be treated as a Company record. You should adopt a style and content for e-mail, in particular those sent to external recipients that present a professional image. It is recommended that you adopt the same standards for e-mail as for letters and memos, although the style may be more informal.

Confidential information about or relating to the business of the Company, its customers', prospects, suppliers or contacts should not be transmitted outside the Company via e-mail unless done so in the course of business and sufficient steps are taken to safeguard security.

Employees must take reasonable steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

## Inappropriate use

You must not send internally or externally or obtain material (whether in the form of text or images) which is libellous or defamatory, illegal, obscene, sexually explicit, bullying, discriminatory or disparaging of others particularly in respect of their race, national origins, sex, sexual orientation, age, disability, religious or political beliefs.

You are reminded that material that you find acceptable might be offensive to others. It is recommended that you take care and give sufficient thought to what you send. Messages can be misconstrued and should not become a substitute for "one to one" conversations. You should not send humorous material to business contacts. It can frequently be misunderstood or cause offence. In particular, the Company recommends that criticisms or complaints are not dealt with by email.

Examples of inappropriate use include, but are not limited to:

- Sending, receiving, downloading or displaying or disseminating material that insults causes offence or harasses others.
- Accessing pornographic, racist or other inappropriate or unlawful material.
- Engaging in on-line chat rooms, on-line gambling sites, social networking sites or blogging.
- Forwarding electronic chain letters or similar material.
- Downloading or disseminating copyright materials.
- Transmitting confidential information about the Company or its customers externally and not in the course of the Company's business.
- Downloading or playing computer games.
- Copying or downloading software.

Serious instances of inappropriate use may be considered gross misconduct and lead to your dismissal without notice.

## Internet access

Internet access will be granted for business reasons only during working hours. Usage is limited to work related activities.

Under no circumstances must users download files without the consent of your Line Manager.

Anyone believed to have been visiting pornographic sites, downloading or circulating pornographic material or other non-business material will be subject to disciplinary action. Offences of this nature may be considered gross misconduct and lead to your dismissal without notice, and if necessary, the police will be informed.

Please note that the main servers maintain a record of Internet access by user and these will be monitored as necessary and results forwarded to line managers and the police, if appropriate.

## Data backup

You are responsible for the backup of your own data held on your personal computer's hard drive. Details of this procedure are available from the person responsible for IT.

## Passwords and security

You must use passwords on all IT equipment allocated to you. You must keep them confidential and change them regularly. You must not use another person's username and/or password to access our systems or network, nor allow any other person to use your password(s) unless required for business reasons.

## Bring your own device

Before using your device at work to connect to the Company's IT systems and/or to access Company information, you must ensure that you follow Company guidelines by discussing this with your line manager. We accept no liability for use of your own devices at work. All confidential information must be transferred to the Company on leaving employment with us.

## Off-site work

Remember that when working off-site, others may be able to view or attempt to access your device. Lock your device when appropriate and do not leave it unattended. Be aware of who can see your screen and avoid using confidential information. You must ensure any internet connection that you use is secure. Your device must be transported securely whilst travelling and should not be left on display in an unoccupied vehicle.

## Social media

Any social media produced in the Company name must be approved by the Managing Director. It must reflect our values and be in our best interests, be grammatically correct, accurate, objectively justifiable, reasonable and appropriate.

Never use your work email address to sign up for personal social media. Please be aware that we may monitor social media use in the same way as we monitor internet usage. Remember that even if you are using social media in a personal capacity, other users who are aware of your association with us might reasonably think that you speak on our behalf and damage our reputation. Harassment, bullying or inappropriate behaviour on social media will be dealt with in the same manner as if the conduct had happened in the workplace and may result in disciplinary action being taken.

Any contacts created on social media through your employment with the Company are the property of the Company.

Employees using messaging platforms as a communication tool with work colleagues (for example, WhatsApp, Snapchat etc) should be professional and respectful in their language and conduct. Harassment, bullying or inappropriate communication will not be accepted and may result in disciplinary action being taken.

## Confidentiality

The Company operates a very strict policy with regard to confidential information. You will appreciate that the very nature of the Company is such that its success will depend on information remaining confidential. This information includes, but is not limited to:

- Marketing and sales policies or information.
- Pricing information.
- Customer or customer information.
- Supplier information.
- Accounts information.
- Technical information.

The affairs of the Company's customers are also private and any information that you obtain about customers during the period you are employed must be regarded as confidential. For the avoidance of any doubt, this includes all information belonging to customers relating to their business activities.

When working on customers' sites or projects, you are in a position of trust and it is essential that the confidentiality of any information you may come across in the course of our work is maintained, for example, if you overhear a telephone conversation you must not reveal any of the content of that conversation to anyone.

You must respect the confidentiality of information held by our customers. You must not read any documentation on their premises that has not been given to you by the customer or this Company specifically to read (including but not limited to documents held in filing cabinets, left on desks and stored on computers). This is with the exception of general safety notices that are on display for general viewing.

The non-authorized recording or copying of confidential information belonging to customers of the Company by using, for example, computers, cameras or phones, may be considered a breach of confidentiality and lead to your dismissal.

You agree that during and after your employment you will not disclose any confidential information that has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the Company's information and that of its customers and may only disclose such information as required by law or as is necessary during the course of your duties with the Company. You understand that this obligation will continue at all times both during and after the termination of employment unless and until the information has come into the public domain.

The Company will regard any breach of this confidentiality policy as a disciplinary offence and serious breaches will lead to dismissal without notice for gross misconduct.

## Data Protection Policy

The security and privacy of your data is taken seriously by the Company, but we need to gather and use information, or 'data', about you as part of our business and to manage our relationship with you. The Company is a 'data controller' for the purposes of your personal data. We are committed to complying with all our data protection legal obligations regarding how we obtain, handle, process or store personal data.

Our Data Protection policy applies to current and former employees, workers, volunteers, interns, apprentices and consultants. If you fall into one of these categories, you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services), our Privacy Notice, IT policy and any other notice we issue to you from time to time in relation to your data. Any breach of this policy may result in disciplinary action being taken up to and including dismissal.

We have taken steps to protect the security of your data in accordance with our Data Protection policy. We train staff about their data protection responsibilities as part of the induction process. We will only hold data for as long as necessary for the purposes for which we collected it.

This policy does not form part of your contract of employment (or contract for services, if relevant) and can be amended by the Company at any time.

### Data Protection Principles

Personal data must be processed in accordance with six 'Data Protection principles'. It must be:

- Processed fairly, lawfully and transparently.
- Collected and processed only for specified, explicit and legitimate purposes.
- Adequate, relevant and limited to what is necessary for the purposes for which it is processed.
- Accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay.
- Not kept for longer than is necessary for the purposes for which it is processed.
- Processed securely.

### How we define personal data

'Personal data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession. Personal data includes any expression of opinion about the person and an indication of the intentions of us or others in respect of that person. It applies to data stored electronically, on paper or other materials, but does not include anonymised data.



The types of personal data we collect and use about you is included in the Privacy Notice that is issued with your contract of employment.

## Special categories of personal data

These may be processed for monitoring equal opportunities, managing your absence or complying with deductions from payroll, among other reasons. These categories are defined below and are detailed in your Privacy Notice:

- Your racial or ethnic origin.
- Your political opinions.
- Your religious or philosophical beliefs.
- Your trade union membership.
- Your genetic or biometric data.
- Your health.
- Your sex life and sexual orientation.
- Any criminal convictions and offences.

## How and Why We Process Your Data

‘Processing’ the data that we hold includes collection, recording, organisation, structuring or storage, adapting, retrieving, disseminating, aligning and also removing or erasing it.

The Company will process your personal data if it is needed to perform the contract of employment (or services) between us or to comply with any legal obligation, or if it is necessary for our legitimate interests (or for the legitimate interests of someone else). The Privacy Notice covers the reasons for collecting and processing your data, and when and who we share it with. We can process your personal data for these purposes without your knowledge or consent. However, we will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it. We will only process special categories of your personal data in certain situations in accordance with the law.

We do not take automated decisions about you using your personal data or use profiling in relation to you.

## Sharing Your Personal Data

Sometimes we might share your personal data with group companies or our business partners, contractors and agents in order to carry out our obligations under our contract with you or for our legitimate interests; these parties are required to hold data legally and confidentially. We use the following contractors to carry out our Company business:

- Outsourced HR Company- HR Dept

We do not send your personal data outside the European Economic Area. If this changes, you will be notified of this and the protections which are in place to protect the security of your data will be explained.

## How You Should Process Personal Data for the Company

Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy and the Company's IT policy.

You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of, the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained and follow the following principles:

- Do not share personal data informally; keep it secure and don't share it with unauthorised people.
- Regularly review and update personal data which you have to deal with. Update us if your own contact details change.
- Do not make unnecessary copies or keep personal data. Dispose of any copies securely.
- Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.
- Do not transfer personal data out of the European Economic Area except in compliance with the law and with authorisation of the person responsible for data in the Company.
- Lock drawers and filing cabinets. Do not leave papers with personal data lying about.
- Do not take personal data away from Company premises without authorisation.
- Ask for help from the person responsible for data in the Company if you are unsure about data protection or the IT Policy, or if you notice any areas we can improve upon.

## How to Deal with Data Breaches

We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur, please inform the Data Protection Officer immediately and keep any evidence you have in relation to the breach. We will take the appropriate action.

## Subject Access Request (SAR)

Data subjects can make a 'Subject Access Request' ('SAR') to find out the information we hold about them. If you would like to make a SAR in relation to your own personal data, you should make this in writing to the person responsible for data in the Company. We will comply with all legal requirements. If you receive a SAR, please pass it on to the person responsible for data and ensure that you keep any information regarding it.

## Your Data Subject Rights

The law provides clear rights with regard to your data protection; a full list can be found on the Information Commissioner’s Office website ([www.ico.org.uk](http://www.ico.org.uk)). This website has further information on your rights and our obligations, and also on the route for you to make a complaint. The following are the key, but not exhaustive, list of rights:

- The right to information about what personal data we process: how and on what basis.
- The right to access your own personal data via a SAR.
- The right to correct any inaccuracies in your personal data, by contacting the person responsible for data in the Company.
- The right to request that we erase your personal data where we were not entitled under the law to process it - or where it is no longer necessary to process it for the purpose it was collected - and have access temporarily restricted. To do this, you should contact the person responsible for data in the Company.
- The right to object to data processing where we are relying on a ‘legitimate interest’ to do so, and you think that your rights and interests outweigh our own and you wish us to stop; or for use in direct marketing.
- The right to receive a copy of your personal data and to transfer your personal data to another data controller.
- The right to be notified of a data security breach concerning your personal data.
- The right not to give your consent for processing of personal data, or to withdraw this later by contacting the person responsible for data in the Company.

## Data Retention

Type of employment record	Retention period
<p>Recruitment records including but not limited to:</p> <ul style="list-style-type: none"> <li>• Completed online application forms or CVs.</li> <li>• Equal opportunities monitoring forms.</li> <li>• Assessment exercises or tests.</li> <li>• Notes from interviews and short-listing exercises.</li> <li>• Pre-employment verification of details provided by the successful candidate. For example, checking qualifications and taking up references. (These may be</li> </ul>	<p>Six months after notifying candidates of the outcome of the recruitment exercise.</p>

<p>transferred to a successful candidate's employment file.)</p> <ul style="list-style-type: none"> <li>• Criminal records checks. (These may be transferred to a successful candidate's employment file if they are relevant to the ongoing relationship.)</li> </ul>	
<p><b>Immigration checks</b></p>	<p>Two years after the termination of employment</p>
<p><b>Contracts</b></p>	<p>While employment continues and for six years after the contract ends.</p>
<p><b>Payroll and wage records</b></p>	
<p><b>PAYE records</b></p>	<p>These must be kept for at least three years after the end of the tax year to which they relate. However, given their potential relevance to pay disputes they will be retained for six years after employment ends.</p>
<p><b>Other payments</b></p>	<p>While employment continues and for six years after employment ends.</p>
<p><b>Records in relation to hours worked and payments made to workers</b></p>	<p>These must be kept for three years beginning with the day on which the pay reference period immediately following that to which they relate ends. However, given their potential relevance to pay disputes they will be retained for six years after the working relationship ends.</p>
<p><b>Current bank details</b></p>	<p>Bank details will be deleted as soon after the end of employment as possible once final payments have been made.</p>

Payroll and wage records for companies	These must be kept for six years from the financial year-end in which payments were made. However, given their potential relevance to pay disputes they will be retained for six years after employment ends.
<b>Personnel records</b>	
<p>These may include:</p> <ul style="list-style-type: none"> <li>• Qualifications/references.</li> <li>• Consents for the processing of special categories of personal data.</li> <li>• Annual leave records.</li> <li>• Annual assessment reports.</li> <li>• Disciplinary procedures.</li> <li>• Grievance procedures.</li> <li>• Death benefit nomination and revocation forms.</li> <li>• Resignation, termination and retirement.</li> <li>• Working Time Opt Outs</li> </ul>	While employment continues and for six years after employment ends.
<b>Records in connection with working time</b>	
Records to show compliance	Two years after the relevant period.
<b>Maternity records</b>	
<p>These may include:</p> <ul style="list-style-type: none"> <li>• Maternity payments.</li> </ul>	Three years after the end of the tax year in which the maternity pay period ends.

<ul style="list-style-type: none"> <li>• Dates of maternity leave.</li> <li>• Period without maternity payment.</li> <li>• Maternity certificates showing the expected week of confinement.</li> </ul>	
<p><b>Accident records</b></p>	
<p>These are created regarding any reportable accident, death or injury in connection with work.</p>	<p>For at least three years from the date the report was made.</p>

## Criminal Record Information Policy

This policy supplements the Company’s data protection policy.

This document sets out the Company’s policy on asking questions about a prospective (or existing) employee’s criminal record and carrying out Disclosure and Barring Service (DBS) checks.

We are committed to complying with our data protection obligations and the DBS Code of Practice in relation to criminal records information, in particular:

- in relation to the circumstances in which we seek criminal records information;
- by being concise, clear and transparent about how we obtain and use such information, and how (and when) we delete it once it is no longer required; and
- by ensuring the correct handling, use, storage, retention and disposal of DBS certificates and certificate information.

The Data Protection Officer is responsible for data protection compliance within the Company, including in relation to criminal records information. If you have any questions or comments about the content of this policy or if you need further information, you should contact your line manager in the first instance.

### Scope and definitions

This policy applies to criminal records information relating to job applicants and current and former staff, including employees, temporary and agency workers, interns, volunteers and apprentices.

Staff should refer to the Company’s *data protection policy* and *privacy notice*.

We will review and update this policy in accordance with our data protection obligations. It does not form part of any employee's contract of employment and we may amend, update or supplement it from time to time.

#### Asking for criminal records information

Before recruiting for any post we will assess whether it is justified in seeking criminal records information for that particular post and, if so:

- whether it is appropriate to limit the information sought to offences that have a direct bearing on suitability for the job in question; and
- whether the information should be verified with the DBS.

If an assessment has been carried out for the same or a similar post within the last 12 months, we may rely on that assessment.

The Company will be justified in obtaining criminal records information for a particular post if it is necessary:

- for the performance of the employment contract for that post;
- in order for the Company to comply with a legal obligation to which it is subject;
- in order to protect the vital interests of our service users and/or
- for the purposes of the Company's legitimate interests.

The level of criminal records information and DBS check that the Company is entitled to request (ie a criminal records certificate (CRC) or enhanced criminal records certificate (ECRC)) will depend on the post for which the prospective employee's suitability is being assessed.

We will only ask an individual to provide criminal records information in relation to convictions and cautions that the Company would be legally entitled to see in a DBS check for the relevant post.

If the information sought can be limited to offences that have a direct bearing on suitability for the job in question, we will amend the criminal records information form accordingly.

Where a DBS check is identified as necessary, all application forms, job adverts and recruitment briefs will contain a statement that an application for a DBS certificate will be submitted in the event of the individual being offered the position.

Applicants will only be asked to complete a criminal records information form before an offer of employment is made unconditional; they will not be asked to do so during the earlier short-listing, interview or decision-making stages.

Before an individual is asked to complete a criminal records information form, they will be provided with a copy of this policy.

If the Company is not justified in seeking criminal records information for the post, it will not ask an applicant for criminal records information.

If it is assessed that the Company should use the DBS to verify criminal records information, the Company will:

- provide the individual concerned with a copy of the Company's data handling policy before asking them to complete a DBS application form or asking for their consent to use their information to access the DBS update service;
- make every subject of a DBS check aware of the existence of the DBS Code of Practice and makes a copy available on request; and
- comply with the DBS Code of Practice.

Once criminal records information has been verified through a DBS check, the Company will:

- if inconsistencies emerge between the information provided by the individual and the information in the DBS certificate, give the applicant the opportunity to provide an explanation;
- record that a DBS check was completed and whether it yielded a satisfactory or unsatisfactory result; and
- delete the DBS certificate and any record of the information contained in it unless, in exceptional circumstances, we assess that it is clearly relevant to the ongoing employment relationship.

If we assess that the information in the DBS certificate is relevant to the ongoing employment relationship, it (and any record of the information contained in it) will be kept securely for no longer than is necessary, and no more than six months and then securely destroy it.

The Company will not seek criminal records information from any source other than the individual concerned and the DBS.

DBS certificate information will be handled and kept in accordance with the Company's policy on handling DBS certificate information.

Where an unprotected conviction or caution is disclosed

If the Company has concerns about the information that has been disclosed by the DBS, or the information is not as expected, the Company will discuss its concerns with the prospective employee and carry out a risk assessment.

In carrying out a risk assessment, the Company will take account of:

the relevance of the conviction or other matter revealed to the position in question;

- the seriousness of the offence or other matter revealed;
- the circumstances of the offence;
- the age of the offence;
- whether there is a pattern of offending; and
- whether circumstances have changed since the offending took place.

Training

The Company will ensure that all those within the organisation who are involved in the recruitment process:



- have been suitably trained to identify and assess the relevance and circumstances of offences; and

have received appropriate guidance and training in the relevant legislation relating to the employment of ex-offenders, eg the Rehabilitation of Offenders Act 1974.

#### Data Handling

##### Storage and access

The Company will ensure that DBS certificate information is kept securely, in lockable, non-portable, storage containers with access strictly controlled and limited to those who are entitled to see it as part of their duties.

##### Handling

In accordance with section 124 of the Police Act 1997, the Company will ensure that certificate information is only passed to those who are authorised to receive it in the course of their duties. The Company maintains a record of all those to whom certificates or certificate information has been revealed. It is a criminal offence to pass this information to anyone who is not entitled to receive it.

Once the DBS certificate has been inspected, it will be securely destroyed.

##### Usage

Certificate information must only be used for the specific purpose for which it was requested and for which the applicant's full consent has been given.

##### Retention

Certificates will be retained in accordance with the information contained in this policy.

Once the retention period has elapsed, we will ensure that any DBS certificate information is immediately destroyed by secure means.

We will not keep any photocopy or other image of the certificate or any copy or representation of the contents of a certificate. However, notwithstanding the above, we may keep a record of the date of issue of a certificate, the name of the subject, the type of certificate requested, the position for which the certificate was requested, the unique reference number of the certificates and the details of the recruitment decision taken.

## Leaving the Company

### Notice Period

Sadly, you may choose to leave us, and if/when you do, it would be appreciated if you could give as much notice as possible in writing to your line manager. The least amount of notice you are required to give is detailed in your contract of employment.

Those with a Company vehicle must return it on the day of termination, cleaned inside and out.

### References

If you have left to join a new Company, the prospective employer will usually request a reference. We will check that you consent to us providing a reference. All references will be true, accurate, fair and non-discriminatory.

We operate a strict policy of only providing factual information relating to employment dates for current or former employees. Requests should go to the employee's line manager who will provide the information and explain this policy.

### Retirement

For employees who have reached or are approaching retirement, we will support this major change in your life and will develop an individual plan to meet each person's needs. This may include a phased reduction in working hours, financial planning assistance and lifestyle guidance.

### Redundancy

We are committed to providing a stable working environment for employees, consistent with the need to manage the business effectively and economically. When redundancies need to be considered, we will manage the process sympathetically and support employees during the consultation process. We will comply with all statutory obligations.

### Lay-off / short time working

If a situation arises where there is a reduction of work, or there is an occurrence that may affect the normal running of the Company, we reserve the right, in line with your terms and conditions of employment, to:

- a) Lay-off without pay, other than the Statutory Guarantee Pay.
- b) In any 3-month period the Company will pay up to 5 days' Statutory Guarantee Pay at the current Government regulated rate. If the Lay-off lasts longer than 5 days, you will be given a letter to take to the Benefits Agency. Even though you are still an employee of the Company you should still be able to "sign on" as temporarily unemployed.

## Implement shorter working hours

Wherever possible, alternative suitable work will be offered to employees best suited to carry out whatever work is available. Short working hours or periods of lay-off do not affect your continuity of employment. If you are laid off, you must still be available for work as and when necessary.

## Garden leave

We reserve the right to place an individual who is on notice on "Garden Leave", i.e. during your notice period, the Company may require you to neither attend your place of work, nor to contact customers, and may not provide you with any work or may provide you with alternative work of a broadly similar nature. This right is exercisable at the absolute discretion of the Company. Whilst on "Garden Leave" you will receive your basic pay and still be subject to the Company's rules and disciplinary procedures.

## Pay in lieu of notice

We reserve the right to make a payment in lieu of notice for all or any part of your notice period on the termination of your employment. This provision, which is at the Company's discretion, applies whether notice to terminate the contract is given by you or the Company. Any such payment will consist solely of basic salary and shall be subject to such deductions of Income Tax and National Insurance contributions as the Company is required or authorised to make.

## Final Salary P45

Your final salary will be paid at the usual time and will take into account any adjustments in respect of overpayment to you, monies owed by you or by us, or outstanding holiday pay. Your P45 will be prepared at the same time and forwarded to your home address.

## APENDICES - Self Certification form

### Self-Certification of absence FORM

TO BE COMPLETED FOR ABSENCES OF UP TO SEVEN CONSECUTIVE DAYS

Employee name: \_\_\_\_\_

#### PERIOD OF ABSENCE

I certify that I was absent from work:

First day sickness: \_\_\_\_\_ Last day sickness: \_\_\_\_\_ Total days absent: \_\_\_\_\_

Record ALL days of sickness including weekends or non-working days.

Give brief details of the reason for absence which prevented you from attending work. (If off sick, words like ILL or UNWELL are not enough - please be specific.)

---

---

Did you visit your doctor \*YES/NO. Date of visit: \_\_\_\_\_

Did you obtain a doctor's certificate \*YES/NO. Attached \*YES/NO

Doctor's name and address:

---

I declare this information is complete and accurate and that I am now fit to return to work.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Countersigned: \_\_\_\_\_ manager/supervisor

No payment for any period of sick leave will be authorised unless this form is completed to the Company's satisfaction. Any false declaration on this form will be regarded as an act of misconduct and managed in line with the Disciplinary policy.