



Inverclyde Leisure Employee Handbook

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Introduction

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

Unless contained within your contract of employment or stated otherwise, the content of this Handbook is non-contractual in its nature and may be varied from time to time without reference to you.

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

Working Hours

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

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

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

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

You will be paid only for time worked.

Pay and Review

The methods of pay and payment intervals are set out in your Statement. An itemised pay statement will be issued to you at each pay period. If at any time you have any queries you should raise them with management.

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

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

Personal Details

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

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

Holidays

Your annual leave entitlement is detailed in your Statement.

Your annual holiday entitlement increases by 5 days after 5 complete years of service and by a further 3 days after 10 years' service. The additional entitlement will be granted on 1st April for the current holiday year.

If you work part time then your holiday entitlement will increase on a pro-rata basis to that of full time employees.

In addition to the annual holiday entitlement you will receive 12 bank/public holidays which shall be communicated to you at the start of the annual leave year.

Given the nature of the business, it will be necessary for you to work on bank/public holidays as required; these are considered to be part of your normal working week and do not attract any additional payment.

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

Payment for holidays will be at your normal rate of pay.

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

Requests for holidays should be submitted to your Line Manager via the Simplify system, at least 4 weeks prior to the start of the required holiday period.

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

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

Unused holiday entitlement cannot be carried forward into the next holiday year.

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

Employees accrue holiday entitlement during Maternity/Adoption/Paternity/Shared Parental/Parental Leave periods.

Upon termination of your employment, payment will normally be made for all unused accrued holiday entitlement. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your normal working days and your service in the current holiday year.

Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, unused holiday pay will not be paid, apart from any payment required to meet the statutory minimum holiday obligations.

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

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

Sickness

NOTIFICATION PROCEDURE

You are required to telephone your Line Manager at least 30 minutes before your start time, on the first day of sickness absence, stating why you are absent, and when you expect to return. If your absence continues, you must contact him/her regularly to update on your continuing absence.

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

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

Failure to notify the Company as set out may result in the disciplinary procedure being used.

Notification of Infectious Diseases

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

DOCUMENTING PERIODS OF ABSENCE

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

Self-Certificate

- for absence of up to and including 7 calendar days

Statement of Fitness for Work

- for absence of more than 7 calendar days, or
- when requested, where more than 4 periods of self-certificated absence occur in any 12-month period (this may have to be obtained at your own expense), or
- for absence before or following an annual or bank/public holiday

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

Where your GP/Medical advisor has issued a Statement of Fitness For Work indicating you may be fit for some work, you must notify your Line Manager at the earliest opportunity so that a return to work may be considered.

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

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

STATUTORY SICK PAY

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

When SSP is payable

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

SSP is paid in exactly the same way as normal earnings.

When SSP is not payable

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

- if your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions
- for absence of less than 4 days
- if you have failed to follow the sickness Notification Procedure
- if your employment has terminated
- where Statutory Maternity/Adoption/Paternity/Shared Parental Pay is being paid to you
- for days on which you do not normally work (e.g. if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only)

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

OTHER PAYMENT DURING SICKNESS ABSENCE

Payments for periods of absence due to sickness will be made in accordance with the current Statutory Sick Pay (SSP) scheme where applicable.

In addition, your entitlements during any absence due to sickness or injury are as set out in the National Agreement on Pay and Conditions of Service by the Scottish Joint Council for Local Government Employees.

There is no entitlement to sickness allowance for employees with less than 26 weeks continuous service.

The procedure you must follow in the event of periods of absence from work due to sickness is set out in the Employee Handbook.

Total entitlement to sick pay relates to the current sickness payment year. If a period of absence continues beyond the end of a sickness payment year, you will be required to return to work for a full calendar month before becoming entitled to company sick pay in the new payment year.

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

All payments made include SSP.

As with SSP, the notification procedure must be followed in order to qualify for payment.

The Company reserves the right at its discretion at any time to withdraw or amend this benefit if your absence, or that of employees generally, is excessive, and to take disciplinary action where appropriate.

Where payable, sickness or industrial injury benefit must be claimed from the appropriate Government Agency and any benefit received must be notified to the Company; such benefits will be deducted from the above payments.

If you are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations, you will not be entitled to payment from the Company other than SSP.

If you are absent from work due to injury or illness caused by a third party, any payments made by the Company as sickness payment will be classed as a loan; this will be repayable to the Company by you if compensation for loss of earnings is recovered from the third party.

If you are on paid suspension and become unfit for work or unable to attend any necessary meetings due to sickness your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay or sickness payment from the Company other than SSP.

At any time during employment, the Company reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Company's' choice and/or to seek a report from your doctor.

Eligibility for sickness payment will not prevent the Company from terminating your employment prior to the expiry of the above maximum benefits.

Important: If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal.

RETURN TO WORK INTERVIEWS

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

ABSENCE TRIGGER LEVELS

An attendance absence review meeting will be triggered if you have;

- 4 separate occasions of sickness in a rolling 12-month period
- A pattern of absence has been identified e.g. regular absences occur on the same day, around weekends, directly before or after a bank/public holiday or pre-booked annual leave, during school holidays or following specific work being allocated to you.

The purpose of the review is to:

- Review your attendance record
- Give you the opportunity to discuss any problems or raise any concerns
- Decide whether any further action is required such as whether it is necessary to obtain medical guidance or refer the employee to Occupational Health.
- Set targets for improvements and the period in which your absence levels will be closely monitored over.
- Discuss whether you believe you need any additional support or adjustments in order to achieve the required improvements
- Discuss the way forward/next steps.

A note of the attendance absence review will be retained on file and you will receive a copy of your attendance action plan.

The review meeting will mark a point in time in which the Organisation has discussed concerns regarding your level of absence.

If your absence levels fail to improve or the improvement is not sustained then formal action may be considered

Formal attendance review:

Where there has been insufficient improvement during the review period or the required improvement has not been maintained you will be invited to attend a formal attendance review meeting. You will receive reasonable notice of the meeting and be permitted to be accompanied by a work colleague or an accredited trade union representative.

The outcome of the review will be determined on a case by case basis taking into account the individual circumstances. The following is for guidance only;

- First Formal Attendance Review - a Verbal Warning may be issued. The duration of the warning will be confirmed to you. You will be informed of the improvement required. If your attendance does not improve to a satisfactory standard or this is not maintained you will be invited to attend a further review meeting.

- Second Formal Attendance Review - a Written Warning may be issued. The duration of the warning will be confirmed to you. You will be informed of the improvement required. If your attendance does not improve to a satisfactory standard or this is not maintained you will be invited to attend a further review meeting.
- Third Formal Attendance Review - a Final Written Warning may be issued. The duration of the warning will be confirmed to you. You will be informed of the improvement required. If your attendance does not improve to a satisfactory standard or this is not maintained you will be invited to attend a further review meeting.
- Fourth Formal Attendance Review – Where an employee has a current final written warning already on file then the review may result in Dismissal.

APPOINTMENTS

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

Payment will be made at the discretion of the Company.

In such circumstances, you will be required to make up the time missed whilst attending the appointment.

Access to Medical Reports

In certain circumstances it may be necessary for the Company to obtain a Medical Report from your Doctor/Specialist/Occupational Health in order to establish:

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

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

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

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

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

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

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

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

Pregnancy and Maternity Rights

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

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

ANTE-NATAL CARE

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

MATERNITY RISK ASSESSMENT

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

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

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

Employers are only required to take action specifically to protect a pregnant worker when they have been advised in writing of the employee's condition (i.e. that she is pregnant), has given birth in the last six months, or is breastfeeding.

HOLIDAYS

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

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

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

STATUTORY MATERNITY PAY (SMP)

If you stop work and meet all of the following conditions you are entitled to receive SMP. You must therefore:

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

For the first six weeks SMP is payable at the earnings-related rate (equivalent to 90% of earnings), and for the remaining 33 weeks at the statutory rate as set by the Government, (or 90% of average weekly earnings if this is less than the standard rate).

OTHER PAYMENT DURING MATERNITY LEAVE

In addition, your entitlements during Maternity Leave are set out in the National Agreement on Pay and Conditions of Service by the Scottish Joint Council for Local Government Employees.

All payments include SMP.

Please note any conditions attached to the payback of this due to not returning to work following maternity leave.

MATERNITY LEAVE

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

- that you are pregnant (preferably by submitting a MAT B1 form)
- the EWC
- the date on which you intend your ordinary maternity leave to start, and
- if requested, provide medical evidence of the EWC

The Company will confirm to you in writing the date upon which your 52-week maternity leave period will end.

You are legally prohibited from working during the two weeks immediately after the birth, or for four weeks if you are a factory worker. This is known as the 'compulsory maternity leave period' and is considered part of the maternity leave period.

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

During the 52 weeks, maternity leave period all Contractual benefits except for your pay will be maintained as if you were not absent.

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

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

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

Right to Time off to Accompany a Pregnant Woman

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

For further details please refer to HR department.

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

Paternity Leave/Pay

If you are eligible you may be entitled to choose to take either one week or two consecutive weeks' ordinary paternity leave (not odd days) if you:

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

You will be paid for this leave at the rates set out in the National Agreement on Pay and Conditions of Service by the Scottish Joint Council for Local Government Employees.

Adoption Leave/Pay

APPOINTMENTS

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

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

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

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

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

ADOPTION LEAVE

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

Employees may be eligible for adoption leave if they:

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

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

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

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

During the 52-week adoption leave period all Contractual benefits except for your pay will be maintained as if you were not absent.

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

If you decide to return to work early and this is at the end of the first 26 week period known as “ordinary adoption leave” you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks known as ‘additional adoption leave’, you may be able to return to your original job (or another job which is suitable and appropriate).

You may also be entitled to shared parental leave and pay for a child placed for adoption on or after the 5th April 2015.

STATUTORY ADOPTION PAY

Statutory Adoption Pay (SAP) is payable for up to 39 weeks if you meet the qualifying criteria. For the first six weeks SAP is payable at the earnings-related rate (equivalent to 90% of earnings) and for the remaining 33 weeks at the statutory rate as set by the Government, (or 90% of average weekly earnings if this is less than the standard rate).

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

OTHER PAYMENT DURING ADOPTION LEAVE

In addition, your entitlements during Adoption Leave are set out in the National Agreement on Pay and Conditions of Service by the Scottish Joint Council for Local Government Employees.

All payments include Statutory Adoption Pay.

Please note any conditions attached to the payback of this due to not returning to work following maternity leave.

Shared Parental Leave/Pay

You and your spouse/partner/child's other parent may be eligible to share up to 50 weeks' shared parental leave (SPL) provided you both meet certain eligibility criteria.

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

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

You may also be eligible to receive shared parental pay for the remainder of the maternity/adoption pay period to a maximum of 37 weeks provided you meet the qualifying criteria.

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

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

Keeping in Touch Days

During maternity leave, adoption leave and shared parental leave, the Company may offer you the opportunity of taking 'Keeping in Touch Days'; up to 10 days for maternity and adoption leave and up to 20 days for shared parental leave (referred to as 'shared parental leave in touch' or SPLIT days). These are days when you may work for the Company without bringing your maternity leave, adoption leave or shared parental leave to an end. Work can be any work under your of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Company.

For further details please refer to your Line Manager.

Parental Leave/Pay

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

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

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

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

Time Off for Dependants

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

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

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

Flexible Working

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

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

You should request an application form from the HR Department.

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

Your request should be sent to your Line Manager.

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

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

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

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

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

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

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

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

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

Other Absence

BEREAVEMENT LEAVE

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

COMPASSIONATE LEAVE

In the event that a member of your immediate family dies, falls seriously ill, or is injured, you may be granted paid compassionate leave at the discretion of the Company.

You may receive up to one day of paid leave where a close friend or close colleague has died and you wish to attend the funeral.

In exceptional circumstances, longer periods of paid compassionate leave may be granted at the discretion of the Company. Furthermore, additional days of unpaid leave may be granted at the discretion of the employee's manager.

The Company will give careful and sympathetic consideration to the circumstances surrounding each case, taking into account the needs of the employee and the Company.

JURY SERVICE

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

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

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

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

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

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

PUBLIC DUTIES

You are entitled to reasonable time off during working hours to perform the duties associated with the positions listed below. There is no statutory entitlement to payment for this time off. The public positions which qualify are:

- magistrate
- member of a local authority
- school governor
- members of a statutory tribunal
- members of a police authority
- member of a health authority
- member of a school council or board
- member of the Scottish Environment Protection Agency
- member of the prison visiting committee
- member of Scottish Water or a Water Customer Consultation Panel
- trade union member (for trade union duties)
- member of the Service Authority for the National Criminal Intelligence Service, or the Service Authority for the National Crime Squad

RESERVE FORCES DUTIES

If you are a reservist or become a reservist you must tell us.

You must let us know as soon as possible if you are called up (mobilised).

The Company may ask you to delay or cancel this if your absence would seriously harm the business.

You must write to the Company as soon as you know when you can return to work. This must be no later than the third Monday after your last day of service.

You are entitled to return to the same type of job you were doing before you were mobilised, on the same terms and conditions. If the job no longer exists, you are entitled to a reasonable alternative.

If you have up to 13 weeks' service before mobilisation you have the right to be employed for at least 13 weeks after your return.

If you have at least 13 weeks' but less than 52 weeks' service before mobilisation you have the right to be employed for at least 26 weeks after your return.

If you have at least 52 weeks' service before mobilisation you have the right to be employed for at least 52 weeks after your return.

The Company will not pay you for this time off as you can claim financial support from the Ministry of Defence during this time.

Adverse Weather and Public Transport Disruption

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

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

PROCEDURE

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

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

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

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

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

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

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

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

Dress Code

During the course of your employment you may come into contact with customers and/or visitors to the premises. It is important that you present a professional image having regard to appearance and standards of dress. It is a requirement of the Company that you wear clothes and footwear that are appropriate for the work that you perform and which present a neat, clean and professional appearance. If you have been issued with a uniform you must wear this at all times.

Unacceptable articles of clothing during the business week for employees include, but are not limited to, any type of denim, casual t-shirts or vests, shorts, trainers or open footwear.

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

If you have been issued with a uniform, overalls or any attire by the Company this must be worn at all times, as appropriate. You must keep the uniform in acceptable condition.

If you have any queries regarding the dress code, you should seek advice from your line Manager.

Anti-Bribery

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

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

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

If you are offered any gift or hospitality you should not accept it without approval from us.

In your employment with the Company you should never offer a gift or hospitality to a customer, supplier or other person with the intention of gaining a business advantage. Any business gifts or invitations to hospitality events that are issued must always be agreed in advance.

Acts of bribery and/or corruption will always be taken seriously and has severe consequences for you and the Company. You have a duty to disclose any concerns about bribery (or any other unlawful activity) whether in relation to other staff members, ors or yourself. You should report your concerns in confidence, to the Company as soon as practicable.

If you are found to have accepted or given any bribe, this may result in disciplinary action up to and including dismissal. This may also lead to criminal investigation and potential prison sentence and fine for those found guilty of bribery in addition to potential fines the Company.

Tax Evasion

INTRODUCTION

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

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

WHAT IS TAX EVASION?

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

Indicators of tax evasion are (non-exhaustive list):

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

OUR STANCE ON THE FACILITATION ON TAX EVASION

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

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

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

YOUR RESPONSIBILITIES

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

You must not:

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

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

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

REPORTING CONCERNS

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

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

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

DETRIMENT

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

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

TRAINING AND REVIEW

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

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

Expenses

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

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

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

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

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

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

- **cars** - mileage at the rate notified and all necessary parking charges and
- **trains** - standard class fare
- **accommodation** - cost of room and all necessary meals and reasonable drinks
- **meals** - as necessary and to a reasonable standard whilst on authorised business

WARNING

Payment of your expense claims will be delayed or withheld if not properly substantiated. Fraudulent claims may result in your dismissal.

Cash and Money Handling

Where you are involved in financial transactions you must ensure that you are aware of and comply fully with the Company's procedures as set out below.

CASH

You must sign into Legend to log on as yourself, using your own password.

You must enter all transactions into the till and ensure that the customer is aware of the amount charged.

You must check the amount tendered and enter this into the till. You must then provide customers with the correct receipt and change.

You must report incorrect entries and shortages to your Line Manager immediately.

You must not carry money on your person when on till duty, nor must you, without permission, change your own money in the till.

CARDS

It is your responsibility to follow the Company's procedure when taking a chip and pin or contactless card sale.

The customer will need to dip, swipe or touch the card and the on-screen prompts will tell you how to proceed.

The transaction amount will be required to be manually.

The terminal will automatically check that the card is valid and that the card has not been reported lost or stolen. You should make sure that the usual Company security checks are carried out.

Although the vast majority of transactions will be the PIN, you should accept a signature from cardholders who have requested a special chip and signature card and cardholders from overseas who have an old-style card. You should insert the card into the terminal or the card should be touched and the prompts followed - no matter what card is presented.

When accepting a signature in these circumstances you must continue to carry out the additional security checks (check the signature, the name on the back etc.). If these checks are not completed you may be liable if that transaction turns out to be fraudulent.

Internal or external authorisation must be obtained where necessary.

Credit/refund transactions should be made in accordance with agreed practice.

In the event of a terminal breakdown or power failure, you must follow the agreed practice.

CHEQUES

If cheques are accepted by the Company you must ensure that they are completed fully and correctly before completing the transaction.

GENERAL

You must ensure that accurate recordings are made of all monetary transactions handled by you in the course of your duties.

You must record all transactions on the appropriate documentation and issue a receipt where applicable.

All monies etc. received must be handed in with the relevant documentation; you must report any discrepancies/shortages immediately.

Please refer to the full Cash and Money Handling procedure in the Quality Management System.

Fraudulent recording of financial transactions may result in dismissal.

Data Protection

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

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

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

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

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

EMPLOYEES PERSONAL INFORMATION

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

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

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

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

ACCESS TO DATA

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

DATA SECURITY

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

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

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

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

Computer and Electronic Devices

The Company reserves the right to access and monitor use of all Company owned digital devices, including monitoring internet, telephone and e-mail use. The Company also monitors access to its networks via private devices.

You must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

Under no circumstances should you divulge your password to anyone else nor should you gain access or attempt to gain access to information stored electronically which is beyond the scope of your authorised access level.

You are responsible for any activity which occurs within your accounts.

Personal use of computer and telephones systems is permitted during breaks and outside of normal working hours. Personal use of computers should never be in customers view.

Storage of personal files/images/software/Apps on the Company network or devices is not permitted.

You must not use the Company internet connections or devices to access content that is illegal, pornographic, or supports hate and/or discrimination.

You must not send communications via any Company or personal device that could be deemed to be offensive.

The use of any device to photograph or film fellow employees, customers, clients, visitors, or any member of the public without their consent may breach an individual's right to privacy and could in certain circumstances constitute harassment.

This policy should be read in conjunction with all other Company policies and rules, including the Equal Opportunities and Positive Work Environment policies.

As with other written communication Email is a legally binding method of communication, other forms of communication via the internet may also be legally binding. All forms of communication whether verbal or written represent the Company and should therefore meet the standard and style expected of all communications.

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

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

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

Company devices may contain tracking facilities.

The Company may use these as follows:

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

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

PERSONALLY ISSUED COMPUTER AND MOBILE ELECTRONIC DEVICES

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

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

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

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

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

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

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

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

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

PERSONAL MOBILES

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

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

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

Failure to comply with any aspect of this procedure may result in a disciplinary warning or dismissal, depending on the circumstances.

Social Media

The Company recognises that some employees will have personal social media accounts. Such accounts must only be used to express personal views, and care should be exercised in all cases where you are identifiable as someone employed by the Company.

In any event, you must identify yourself as an employee of the Company when referencing our products or services.

The Company requires employees using social media sites to refrain from making any comments or engage in discussions which could adversely affect the Company or the Company's reputation, or that of our customers and suppliers. It is also prohibited to breach discrimination legislation or harass or bully an employee or damage working relationships between fellow employees.

You must not share any confidential or sensitive Company information on social networks.

You are personally responsible for all content posted on your accounts. All passwords must remain secure, and you must never leave accounts open whilst you are away from your device or computer.

You are reminded that regardless of the social network used, or privacy settings activated, everything posted on the internet has the potential to become public and widespread. All social media posts should therefore be carefully considered to ensure they fit with the image you and the Company want to share online.

Any information posted on the internet may result in disciplinary action up to and including dismissal if it breaches this policy or any other expected levels of conduct. This includes posts on a personal account with inappropriate privacy settings, posts made outside of working hours, and those posts made not using the Company computers or equipment. You may also be required to remove content created or shared by you if the Company consider such posts to be a breach of this policy.

All Company rules and policies apply in respect of social media posts. This policy therefore should be read in conjunction with all other policies, in particular your attention is drawn to the Equal Opportunities and Positive Work Environment policies.

Driving

INFORMATION FOR VEHICLE DRIVERS

The following general rules apply if you drive on Company business.

This section should be read in conjunction with the Expenses policy.

You will need to produce your driving licence each year, or as otherwise requested, so that a copy can be kept on file. You are also required to comply with the Company's driving licence check process as and when requested, to enable the Company to check the details of your driver record held by the DVLA. You must inform the Company immediately if you are no longer entitled to drive for any reason.

The consumption of alcohol or illegal drugs prior to or during the course of driving is strictly prohibited and infringement of this rule may result in your summary dismissal.

You must ensure that the vehicle is kept in good condition. This includes keeping it clean and ensuring that the tyre pressure, lights, oil, water etc. are up to the required standard. You must not drive the vehicle in an unroadworthy condition. Any defects must be reported immediately to management. The vehicle must not be driven without the fault being rectified or prior approval given for its use.

Where any journey requires you to travel through any congestion or charge zone, you must ensure that the applicable charge has been paid prior to you travelling. You will be responsible for the payment of any charges not settled prior to travelling through a congestion or charge zone. If these sums remain unpaid the appropriate deductions may be made from your pay.

You and any passengers must wear seatbelts at all times when the vehicle is in motion.

If you incur any fines for parking or other motoring offences whilst on Company business you will be personally liable for the payment of such fines.

You must plan journeys sufficiently to ensure safe arrival. This means that enough time must be allocated for the journey, allowing for delays and rest-breaks on long journeys. You must ensure that you are fit to drive and that you are not tired before setting off on long journeys.

To make long journeys safer, you should not drive for more than two hours without a break. The use of overnight stays for long journeys may be permitted with prior management approval.

You should check weather forecasts and road traffic conditions before setting out on journeys. In the event of adverse weather or road conditions you should carry out all necessary driver checks, and adjust your journey times or routes, or reschedule your journey if necessary.

You must pay full attention to your driving at all times and avoid distractions, which can be caused by technology e.g. phones, satellite navigation devices, or audio equipment, eating or drinking, or others in the car. You should familiarise yourself with the rules regarding mobile phones within this handbook.

DRIVERS USING THEIR OWN VEHICLES

Where you are required to use your own vehicle on Company business you must ensure that you hold appropriate business insurance, a valid MOT certificate (where required), and that the vehicle is taxed. You will need to produce copies of your insurance, road tax, and MOT certificate (if applicable) each year or as otherwise requested, so a copy can be kept on file. You must inform the Company immediately if you cease to have valid cover in respect of MOT, tax or insurance.

Any travelling expenses incurred in undertaking Company duties in your own motor vehicle will be reimbursed by the Company according to the number of miles travelled.

DRIVERS OF COMPANY VEHICLES

The information set out below applies if you drive any kind of Company vehicle.

A vehicle is only available if you hold a current and valid driving licence.

You are reminded that the vehicle provided to you is a costly item. In order to safeguard it and to ensure it is used correctly, you must adhere to the following at all times.

As all vehicles are insured through the Company and any conviction for driving offences, driving endorsements or any fines incurred must be reported immediately. You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle.

If you are considered to be acting carelessly or recklessly in your use of the vehicle, you may be subject to action under the disciplinary procedure (and this may involve the withdrawal of the vehicle where appropriate). If you are prosecuted or convicted of a driving offence which results in a period of disqualification, and the holding of a licence, is an essential requirement of the job this may result in your dismissal.

You must immediately report any and every accident or incident in which a vehicle in your charge becomes involved, regardless of fault and whether or not persons or property are affected.

The appropriate documentation must be carried at all times (e.g. insurance details), and you must ensure that all security devices are activated when the vehicle is left unattended.

Where you are responsible for any damage or loss to the vehicle, the Company reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim on the insurers. You will be responsible for any fines incurred. If these sums remain unpaid the appropriate deductions will be made from your pay in such circumstances.

When you are travelling in any Company vehicle you must not smoke (this includes the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS), or allow others to smoke under any circumstances. The only exception will be if you are using your own vehicle on Company business and you will be the only occupant.

If a telephone is installed in your vehicle, it may only be used in accordance with the law, and for business purposes or an emergency, unless prior authorisation to do so has been given.

If applicable, you must complete the drivers' log for each journey.

You must collect the vehicle from the Company's premises and return it at the agreed time. Overnight use of the vehicle will only be agreed for business use.

You must not have modifications made, or extras fitted to the vehicle, without prior permission from the Company. Where the reversal of the modification or the removal of the extra would result in the value of the vehicle being less than had they not been made or fitted, then the modification and/or extra will become the property of the Company.

Under certain conditions, other persons outside of the Company may be allowed the use of your vehicle. If you require further details you should contact management. Aside from other conditions which may apply, you will be responsible for payment of any fines or damage incurred by the third party.

Upon termination of employment you must return the vehicle to the Company's premises in a clean and tidy state. If it is not returned in a satisfactory condition a charge may be made for recovery and/or valeting costs, which will be deducted from any outstanding salary.

DRIVERS OF COMMERCIAL VEHICLES

The information set out below applies if you drive pool cars or commercial vehicles.

Only authorised personnel may drive the Company's vehicles. Unauthorised passengers must not be carried in vehicles, nor must vehicles be used for personal purposes without permission.

You have a duty of care to complete the Drivers' Log in the vehicle on a daily basis to record who is driving the vehicle at any particular time. Failure to complete the Drivers' Log accurately could lead to action under the disciplinary procedure.

The Company reserves the right to require you to surrender any vehicle you have been issued with, at any time, in the event of absence from work. You must make your vehicle available for another employee to use on business at any time.

In the event of termination of your employment, you will not be entitled to the private use of the vehicle or entitled to compensation for the duration of your Contractual notice period.

If you are the driver of a commercial vehicle you are responsible for any load until a signed receipt for delivery is received. It is your responsibility to ensure that signatures are legible and accompanied by the receiver's printed name. Should any goods arrive in a damaged state, the contents must be checked in the presence of a witness and the delivery note endorsed with precise details of the contents and details of the damage.

You are responsible for the safe transit of both vehicle and load. You are responsible for ensuring that all loads are properly secured at all times.

You must ensure that any trailers are coupled and uncoupled safely. It is your responsibility to ensure that containers are properly sealed. You must immediately report any container found not properly sealed.

Any uniform provided must be worn at all times whilst on duty.

You must report in regularly. Where it is not possible to complete the required assignments for any reason, the Company must be contacted and kept fully informed of the situation.

You must comply with all statutory and Company regulations regarding the recording of daily mileage, journeys undertaken, and driving hours. You must not exceed maximum driving hours by working for a third party.

Any statutory regulations in respect of the use of Trade Plates must be complied with.

USE OF MOBILE PHONES WHILST DRIVING

You must ensure that you have proper control of any vehicle that you are driving at all times.

It is an offence to use hand-held mobile phones whilst driving. You will be liable for prosecution if you are holding a mobile phone or any other type of hand-held device to send or receive any sort of data, be it voice, text or pictorial image. You are regarded to be driving if you are in charge of a vehicle with its engine running on a public road, even if the vehicle is stationary. It is therefore strictly forbidden for you to use hand-held mobile phones whilst driving.

A mobile phone may only be used where there is an in-coming call or an out-going voice activated call through a hands-free device that is activated without a need to hold the phone at any time. The call should be kept to the shortest possible time and only to effect essential communications. When you need to operate the mobile phone, or make or deal with a call through the hands-free device for longer than receiving or giving a short communication, before doing so you must stop and park the vehicle where it is safe and lawful to do so and with the engine switched off. Whilst driving, you must not use the text message facility on the mobile phone, or if available through such a phone, an image facility or the internet.

You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle. Any conviction for driving offences, any driving endorsements or any fines incurred must be reported immediately as this may affect the Company's insurance.

You are liable for payment of any fines or penalties incurred as a result of being caught misusing a mobile phone.

You should note carefully that a breach of the Company's rules on the use of a mobile phone whilst driving may render you liable to action under the disciplinary procedure, up to and including dismissal dependent upon the circumstances.

Grievance Procedure

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

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

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

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

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

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

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Company.

Public Interest Disclosure (Whistleblowing)

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

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

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

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

- a criminal offence has been committed, is being committed or is likely to be committed
- a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject
- a miscarriage of justice has occurred, is occurring or is likely to occur

- the health and safety of any individual has been, is being or is likely to be endangered
- the environment has been, is being or is likely to be damaged
- information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed

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

PROCEDURE

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

- First raise the issues with the General Manager, who will treat the matter in confidence.
- If it is not appropriate to raise the issues with the General Manager, you should raise the issue with a more senior member of management or, if not possible, another member of management at the same level.
- It is likely that an investigation will be necessary and you may be required to attend an investigatory meeting as a witness.
- At the investigation meeting you will need to explain fully the nature and extent of what you believe is the problem. You may bring a colleague to help you explain the situation more clearly if you wish.
- Depending on the nature of your complaint, it may not be possible to find an immediate solution, but your concerns will be investigated as quickly as is reasonably possible, and, where possible, providing such disclosure does not breach confidentiality, you will be advised of the outcome of the investigation in due course. As a minimum you will be advised when any investigation has been completed and that appropriate action has been taken, although you may not be informed of the specific details of the action that has been taken.
- Where it is necessary for your disclosure and the investigative meeting minutes to be supplied to an employee as part of the evidence supporting disciplinary action, appropriate steps will be taken to ensure that your working environment and/or working relationships are not prejudiced by the fact of the disclosure.
- If you are dissatisfied with the outcome of this procedure you may raise the matter with the Board of Directors. If you remain dissatisfied with the outcome you have the right to express your concerns to the relevant Prescribed Person designated by the Public Interest Disclosure (Prescribed Persons) Order 2014, or any statute or statutory instrument which subsequently supersedes this legislation.
- If you reasonably believe that the relevant failure as listed in any of the above practices relates wholly or mainly to the conduct of a person other than someone in the Company, or any other matter for which a person other than the Company has legal responsibility, then you should make that disclosure to that other person.

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

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

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

Equal Opportunity

The Company is committed to the principle of equal opportunity in employment.

Accordingly, management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant or employee receiving less favourable treatment because of a protected characteristic i.e. race, caste, colour, nationality, ethnic or national origin, religion or belief, disability, trade union membership or non-membership, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage/civil partnership, age, or on the basis of being a part-time or fixed term worker. The Company's objective is to ensure that individuals are selected, promoted, and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities.

Management has the primary responsibility for successfully meeting these objectives by:

- not discriminating in the course of employment against employees or job applicants
- not inducing or attempting to induce others to practise unlawful discrimination
- bringing to the attention of employees that they may be subject to action under the disciplinary procedure for unlawful discrimination of any kind

You can contribute by:

- not discriminating against fellow employees, customers, clients, suppliers or members of the public with whom you come into contact during the course of your duties
- not inducing or attempting to induce others to practise unlawful discrimination
- reporting any discriminatory action to the HR Department.

The successful achievement of these objectives necessitates a contribution from everyone and you have an obligation to report any act of discrimination known to you.

If you consider that you are a victim of unlawful discrimination you may raise the issue through the grievance procedure.

Positive Work Environment

STATEMENT OF THE POLICY

The Company is committed to creating a harmonious working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity.

It is committed to ensuring that individuals do not feel apprehensive because of their religious belief, gender, political opinion, marital/civil partnership status, sexual orientation, race, age, disability or as a result of being subjected to any inappropriate behaviour.

Harassment and bullying are unacceptable behaviour and will be treated as misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.

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

DEFINITION OF HARASSMENT

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them.

Harassment may take many forms. It can range from extreme forms such as violence to less obvious actions such as persistently ignoring someone.

The following, though not an exhaustive list, may constitute harassment:

- physical contact ranging from touching to serious assault
- verbal and written harassment through jokes, offensive language, gossip and slander, or letters
- isolation or non-cooperation, or exclusion from social activities
- intrusion by pestering, spying, following etc.

DEFINITION OF BULLYING

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

The following examples may constitute bullying:

- threats, abuse, teasing, gossip or practical jokes
- humiliation and ridicule either in private, at meetings or in front of customers/clients
- name calling, insults, devaluing with reference to age or physical appearance
- setting impossible deadlines
- imposing excessive workloads
- making unjustified criticisms

- excessive monitoring
- removing responsibilities
- allocating menial or pointless tasks
- withholding information
- refusing requests for leave, holiday or training

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

EMPLOYEES RESPONSIBILITIES

All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems which harassment and bullying can cause, and ensure that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. You should discourage such behaviour by making it clear that you find it unacceptable and by supporting colleagues if they are experiencing harassment or bullying and are considering making a complaint. You should alert a Manager or Supervisor to any incidents to enable the Company to deal with the matter.

MANAGERIAL RESPONSIBILITY

Managers and Supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible.

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

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

PROCEDURE FOR DEALING WITH ALLEGED HARASSMENT OR BULLYING

If you believe that you have been the subject of harassment or bullying you should, in the first instance, ask the person responsible to stop the behaviour, as it is unacceptable to you. Speaking directly to the person at an early stage will often be sufficient to stop the behaviour.

You should report the incident to a Manager or Supervisor as soon as possible to enable the Company to deal with the matter.

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

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

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

Please ensure that you read this policy in conjunction with the Social Media policy.

Health and Safety

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

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times published health, safety and fire rules and procedures.

All accidents must be reported to management and entered into the Stitch accident incident reporting system as necessary.

Personal Protective Equipment (PPE)

Where required, the Company will provide you with PPE, which you must wear at all appropriate times whilst carrying out working duties. This equipment is issued for your own protection.

You are responsible for the safekeeping and proper use of the PPE.

If you become aware that the equipment may be faulty, it is your responsibility to immediately notify the Company in order that it may be replaced.

The Company will replace equipment damaged due to normal wear and tear free of charge and will ensure that it meets current safety standards. However, you will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence.

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

Failure to follow these procedures may also, after formal investigation, lead to the Company taking action against you under the disciplinary procedure.

Smoke-Free Workplace

It is the Company's policy that all of its workplaces are smoke-free and that you have the right to work in a smoke-free environment.

The Company will inform employees if provisions have been made for smoking, including electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS), and where designated smoking areas can be located.

Where areas have been designated, it is your responsibility to ensure that all cigarettes and cigarette ends are properly extinguished and you leave the area clean and tidy after use.

For smokers, there are no additional smoking breaks, these must be taken as part of your authorised break times.

Failure to adhere to this policy may result in formal disciplinary action being taken against you, as set out in the Company's disciplinary procedure.

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

Alcohol and Substance Abuse

It has been proven that alcohol and substance misuse can have a detrimental effect upon your health, and can adversely influence your work performance and your relationships with colleagues and customers. It can also result in reduced efficiency and increased absenteeism.

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

- promote a responsible attitude to the consumption of alcohol amongst employees
- offer assistance to those employees who require it
- treat alcohol and substance abuse as a health problem and arrange for employees to seek professional assistance

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

The Company will treat all relevant discussions in strict confidence.

If inadequate work performance or unacceptable behaviour, including poor work relationships, occur or persist, the matter may be dealt with under the Company's disciplinary procedure. Careful consideration will be given if you have acknowledged the existence of a problem and/or have agreed to obtain medical help for the condition. However, any incident which amounts to gross misconduct would be considered a dismissible offence. If you fail to complete a prescribed course of treatment or have a relapse following treatment, the matter may be dealt with under the Company's disciplinary procedure.

Supporting Positive Mental Health

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

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

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

Rules and Procedures

It is your responsibility to familiarise yourself with the following rules and procedures. Any breaches may result in action being taken in accordance with the disciplinary procedure. If you have any concerns or require clarification on any issue(s), please raise them with management.

The Company may need to change the rules from time to time and any such changes will be notified to you as appropriate.

GENERAL RULES (This list is not exhaustive)

- You must conduct yourself and perform your work at all times in a manner that is in the interests of the Company. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Company's rules.
- You have an obligation to ensure that you do not act in a manner which could be considered to be of an unlawful discriminatory nature. This includes harassment and bullying.
- You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.

- You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.
- You are expected to read and observe all authorised notices that are displayed by the Company.
- You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.
- You must not make use of telephones, faxes, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Company's policy with regard to the use of mobile phones and other devices.
- You are not permitted to remove material or equipment of any kind from the Company without prior permission.
- You must notify the Company immediately of any incident causing damage to property belonging to the Company (e.g. building, machinery and equipment), or to the property of fellow employees, visitors or customers/clients.
- Working time and/or the Company's material or equipment must not be used for any unauthorised work.
- You must act in accordance with the Company's working procedures.
- Personal hygiene and appearance must be of an acceptable standard.
- Visitors are not allowed onto the premises at any time without prior authority.
- An orderly and courteous manner must be maintained at all times.
- Socialising is not permitted on the premises without prior authorisation.
- You are required to submit your person or property, including vehicles, to being searched whilst on the Company's premises, or at any time at the reasonable requirement of the Company.
- You must comply with the Company's rules on no smoking, including no smoking in Company's vehicles.
- You are required to comply with the Company's policy of not permitting the display of flags, emblems, posters, graffiti, etc. or the circulation of literature which is likely to give offence or cause apprehension among particular groups of employees.
- Unofficial references or opinions about current or ex-employees must not be made or given to third parties under any circumstances.

GROSS MISCONDUCT

The following acts are examples of gross misconduct offences and as such may render you liable to summary dismissal (i.e. dismissal without notice and without previous warnings). This list is not exhaustive.

- Fighting, physical assault or dangerous horseplay.
- Deliberate refusal or wilful failure to carry out a reasonable and lawful direct instruction given by management during working hours.

- Serious insubordination.
- Serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language.
- Theft or misappropriation of the Company's property or property belonging to another employee.
- Wilful damage or negligence involving damage to property belonging to the Company, customers/clients, other employees or the general public.
- Performing, arranging, or carrying out any work or activity which could be considered to be in competition with, or which adversely affects in any way the Company's interests.
- Fraud or any other illegal offence committed against the Company, its employees, visitors, or customers/clients.
- Bringing the Company into disrepute, including but not limited to, making negative or disparaging comments on social media sites or similar.
- Drinking alcohol or being under the influence of alcohol/drugs and/or drug abuse whilst attending work.
- Being in possession of, or dealing in illegal drugs whilst at work.
- Failure to submit or consent to an alcohol/drugs test.
- Breach of safety rules and/or any action, which seriously endangers the health or safety of an employee or any other person whilst at work.
- Deliberately making a false entry into the written records of the Company.
- Knowingly giving false information or deliberately omitting relevant information on the job application form, curriculum vitae, or at any time during the recruitment process, for example at interview or during discussions prior to the offer of employment.
- A disclosure made in bad faith, or concerning information which you do not substantially believe is true or is made for personal gain.
- Victimisation of a fellow worker or subjecting a fellow worker to detriments because of a public disclosure claim.
- Unlawful discrimination, harassment and/or bullying.
- Breach of the anti-bribery policy.
- Breach of the tax evasion policy.
- Inaccurate or fraudulent recording of financial transactions.
- Unauthorised access to, or disclosure of any confidential information from whatever source, including any personal data under Data Protection legislation.
- Making a false declaration to the Company, including, but not limited to falsification of working hours or expenses.
- Criminal offences causing harm to the reputation of the Company, or relations with the Company's employees.

- Unauthorised access to, or disclosure of any part of the Company's computer data.
- Acts of gross negligence, or misconduct involving careless or reckless driving, including the use of hand-held mobile phones whilst driving.
- Loss of driving licence on conviction when driving is all, or an essential part of the job requirements.
- The unauthorised use of mobile phones.
- Indecent or lewd behaviour of a serious nature.
- Smoking, including the use of electronic cigarettes (e-cigarettes), in any location other than the designated smoking area(s).
- Smoking inside Company's vehicles.
- Breach of the Computers and Electronic Devices policy.
- Abandoning duty without notification.
- Sleeping on duty.

Disciplinary Procedure

The disciplinary procedure does not form part of your contract of employment.

The purpose of the disciplinary procedure is to outline a recognised and consistent system to deal with any issues of conduct, capability, or other circumstances which may result in a disciplinary warning or dismissal.

Before considering a warning or dismissal, steps will be taken by the Company to establish the facts.

At any stage of the disciplinary procedure you may be suspended, on full pay, whilst investigations are carried out. This does not mean that you have been, or will be found guilty of any particular offence or act of misconduct. In the event that you become unfit for work or unable to attend any necessary meetings due to sickness, the Company will review the decision to keep you on suspension and, following this review, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay but will be entitled to Statutory Sick Pay in accordance with the Company's rules and procedures.

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, then the duration of any such period will be without pay.

If it is necessary for the Company to take action under the disciplinary procedure you will be issued with a written Statement setting out the nature of the conduct, capability or other circumstances that may result in a disciplinary warning or dismissal.

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

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Company.

The Company may commence the disciplinary procedure, depending on the circumstances, at any of the following levels:

Verbal warning

A record of the verbal warning will be placed in your personnel file.

Written warning

A written warning will be issued and a copy placed in your personnel file.

Final written warning

A final written warning will be issued and a copy placed in your personnel file.

Dismissal

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

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

Appeal Procedure

The appeal procedure does not form part of your contract of employment.

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

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

You should address your appeal to the person stated in your Statement of Main Terms of Employment.

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

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Company.

Shortage of Work and Redundancy

Every attempt will be made to ensure your continuing employment in the event that the Company is faced with a shortage of work situation or is unable to provide you with work for any other reason. This could include temporarily placing you on short-time working or laying you off from work. In these circumstances, you will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

If the need arises to reduce the number of employees, the overriding consideration at all times will be the future viability of the business. The Company will use such criteria as it considers appropriate to the circumstances at the time of redundancy.

Termination of Employment

BY YOU

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

BY THE COMPANY

You will be entitled to receive from the Company the notice as is specified in your Statement.

GROSS MISCONDUCT

You may be summarily dismissed (i.e. without notice) if there has been an act of gross misconduct. Generally this includes a fundamental breach of your of employment, conduct which brings the Company into disrepute, or action which is inconsistent with the relationship required between employee and employer. Further examples are contained in the gross misconduct section of Rules and Procedures.

NOTICE DURING PROBATIONARY PERIOD

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

June 2018